

Oregon Department of Transportation
REQUEST FOR COMPETITIVE QUOTES (“RFCQ”)

Issue Date: See “Available Date” in OregonBuys

ESB 2026 OR38: MP 6 – MP 9 Selective Dead Tree Removal
RFCQ # S-73000-00017421

Notes:

This RFCQ is advertised as a “Bid Solicitation” in the OregonBuys web-based eProcurement system (<https://oregonbuys.gov/bsol/>). Quotes must be submitted through the OregonBuys system. See RFCQ Section C.5 – OregonBuys for information regarding vendor registration and terminology used in the OregonBuys platform.

This document must be viewed electronically to access files, forms, provisions or other documents provided via hyperlinks within this RFCQ. All files, forms, provisions or other documents attached electronically or linked from the internet are incorporated into this RFCQ with the same force and effect as though fully set forth in this RFCQ. Prospective Offerors that do not have compatible software or are unable to open any of the attached documents, forms or Addenda may contact the Purchaser listed in OregonBuys for alternative electronic formats or hard copies.

The State of Oregon is committed to taking active steps toward increasing and promoting diversity, equity, and inclusion values across procurement processes for minority-owned, women-owned, emerging small, and veteran-owned businesses by reducing barriers to compete for and be awarded state contracts.

Accessibility. The Oregon Department of Transportation (“ODOT”) is committed to complying with all statutory requirements to ensure that it is providing information that is more accessible to people with disabilities, as required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and 36 C.F.R. 1194 Appendix A. This includes information regarding the solicitation process. Please contact ODOT’s Procurement Office at 355 Capitol Street NE Salem, OR 97301, phone (503) 986-2710 or OPOAdmin@odot.oregon.gov.

SECTION A – PROJECT AND SOLICITATION SUMMARY

A.1 RFCQ PROCUREMENT SUMMARY.

A.1.1 RFCQ PROCUREMENT SUMMARY. This solicitation and the resulting contract (“Contract”) shall be governed by and construed and enforced in accordance with the laws of State of Oregon without regard to principles of conflicts of law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279B of the Oregon Revised Statutes (“ORS”), and Divisions 46 and 47 of the Administrative Rules (“OAR”) of the Oregon Department of Justice. The solicitation and resulting Contract may be subject to other laws and rules.

Per ORS 279B.055(2)(c), the selected Contractor shall meet the highest standards prevalent in the industry most closely involved in providing the Goods and Services required under the resulting Contract.

A.1.2 RFCQ LIMITATIONS. This RFCQ is restricted to qualified contractors who have been certified by the State of Oregon as an Emerging Small Business (“ESB”) per the guidelines of the Certification Office for Business Inclusion and Diversity (“COBID”) and the subject project is part of the Emerging Small Business Assistance Program under ORS 200.160 through ORS 200.200.

Only quotes from certified ESB firms will be considered for award of a Contract under this RFCQ.

To verify your certification, please check the online certification directory at <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz> at (503) 986-0075.

The selected ESB firm must comply with all ESB program requirements, including the following: ORS 200.170(3) Eligibility for Assistance. The applicant for assistance under ORS 200.005 and 200.160 to 200.200 must perform at least 51 percent of the labor on any public improvement or maintenance project for which assistance is received using the applicant's own workforce.

A.1.3 RFCQ PURPOSE. The purpose of this RFCQ is to establish a Contract for Selective Dead Tree Removal for the benefit of ODOT. The work contemplated under the Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all Work in connection with the project described in the Contract Documents.

Also see Attachment B (Sample Contract, Plans, Specifications, and project Requirements) for additional project information.

A.2 SINGLE POINT OF CONTACT (“SPC”)

See “Purchaser” and “Info Contact”, including email address, for this RFCQ in OregonBuys. This is the only point of contact for this RFCQ. Any questions or issues that may arise regarding the RFCQ and its attachments, Quote submission process, changes or clarifications, award process, and any other issues must be directed to the SPC.

Note: OregonBuys refers to SPC as “Purchaser”.

A.3 SOLICITATION SCHEDULE

All dates listed are subject to change. All times listed in this RFCQ and OregonBuys are Pacific Time.

ACTIVITY	SCHEDULE/DEADLINE
Deadline for requests for change, requests for clarification, requests for approval of equivalents, and questions	7 calendar days prior to the Closing (Bid Opening Date identified in OregonBuys) for this RFCQ.
Deadline for Quote Submittal ("Closing")	See Bid Opening Date identified in OregonBuys for this RFCQ.
Public Opening	No public opening will be held.

A.4 CONTRACT DATES.

START DATE: After Notice to Proceed, but onsite Work may not begin prior to September 1, 2026.

COMPLETION DATE: February 26, 2027

A.5 PRE-QUOTE CONFERENCE

No pre-Quote conference will be held.

A.6 PUBLIC OPENING. No public opening of Quotes will be held.

SECTION B – DEFINITIONS

The following definitions apply to this RFCQ and the resulting Contract:

"Addendum" (listed as an "Amendment" in OregonBuys) means an addition to or deletion from, a material change in, or a clarification of, the RFCQ. Addenda will be labeled as such and will be made available to all interested Offerors in accordance with Oregon Administrative Rule ("OAR") 137-047-0430(2).

"Bid" means Quote and may be used interchangeably throughout the document to refer to an Offeror's submission and requirements for this RFCQ.

"Closing" (referred to as "Bid Opening Date" in OregonBuys) means the date and time set for Quote submission in response to this RFCQ, after which Quotes may not be submitted, modified, or withdrawn by Offeror.

"Contract Documents" means the RFCQ document and addenda thereto, the Services Contract, the accepted Offer, Plans, Specifications, and amendments.

"Notice to Proceed" means the official written notice from Owner stating that the Contractor is to proceed

with the Work defined in the Contract Documents.

"Offer" means a Quote submitted in response to this RFCQ.

"Offeror" means a person that submits a Quote in response to this RFCQ.

"OregonBuys" means the online electronic Oregon Automated Procurement System administered by the State's Department of Administrative Services. The OregonBuys System website is located at: <https://oregonbuys.gov/bsol/>.

"Plans" means drawings which show the location, type, dimensions, and details of the Work to be performed under the Contract.

"Quote" Refers to the full submission of the Competitive Quote Package (see Section C.3) and any information provided electronically on OregonBuys.

"Request for Competitive Quote" or **"RFCQ"** means this document, including all exhibits, attachments and other documents referenced herein, whether attached or incorporated by reference, and any Addenda thereto, used for soliciting Quotes.

"Signature" means one's written name to confirm assent, responsibility, or obligation, either by hand using ink or by electronic means and constitutes an "electronic signature" under ORS Chapter 84.

"Specification" is defined in ORS 279B.200(3) and means any description of the physical or functional characteristics of, or nature of, the goods and services to be procured. "Specification" includes quantity, any requirements for inspection and testing of goods or services, and any requirements for preparation and delivery of goods.

"State" means the State of Oregon.

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

SECTION C – INSTRUCTIONS TO OFFERORS

C.1 GENERAL QUOTE REQUIREMENTS.

Offeror shall provide required information on the forms specified in this RFCQ.

Offeror shall not make the Quote contingent upon the Owner's acceptance of Specifications, Plans, or Contract terms that conflict with or are in addition to those advertised in this RFCQ. **Offeror must select the "Yes" option on the Terms & Conditions tab in OregonBuys. If Offeror selects "Yes with exceptions" or "No", the Quote will be rejected.**

C.2 SUBMITTALS VIA OREGONBUYS.

Offeror must be a registered Vendor in OregonBuys (see Section C.5).

Offeror should select the “Confidential” checkbox in OregonBuys when uploading any files required in response to this RFCQ.

C.3 COMPETITIVE QUOTE PACKAGE. Offeror must complete and submit via upload to OregonBuys the following items, in accordance with all instructions in this RFCQ, no later than the Closing (Bid Opening Date specified in OregonBuys) in order to be considered for award. It is preferred that all documents (unless a pricing form has been provided in Excel) be submitted as one pdf attachment. Quotes submitted by any other means will be rejected.

C.3.1 OFFEROR INFORMATION AND CERTIFICATIONS FORM. Offeror must complete and submit the Offeror Information and Certification Form provided as **Attachment A, Form A-1**. Failure to supply all required information in the Offeror Information and Certification Form may result in rejection of the Quote as nonresponsive.

C.3.2 COMPETITIVE QUOTE PRICING.

On-Line Pricing Entry. *Use this option if pricing will be entered through OregonBuys.* Offeror must complete online entry of all required pricing information specified in the “Item Information” section on the OregonBuys “Bid Solicitation” page for this RFCQ in OregonBuys. Failure to supply the required pricing information may result in rejection of the Quote as nonresponsive. In the event of a discrepancy between extended prices and unit prices, unit prices will prevail.

If the Quote item information for this RFCQ is modified by an Addendum, Offerors shall update pricing data entry on OregonBuys, as necessary, to address revisions.

C.4 ELECTRONIC QUOTE PROVISIONS

C.4.1 Offeror shall make reasonable efforts to minimize the file size of attachments to 5 megabytes (for tips on reducing file size, see How to reduce PDF file size (<https://www.wikihow.com/Reduce-PDF-File-Size>) and How to reduce the size of Word documents that contain images (<https://www.howtogeek.com/255379/how-to-reduce-the-size-of-microsoft-office-documents-that-contain-images/>)).

C.4.2 ODOT reserves the right to reject any Quote that is unreadable.

C.4.3 ODOT reserves the right to award the Contract solely on the Quote submitted electronically through OregonBuys; however, upon ODOT’s request, the apparent successful Offeror shall promptly submit its complete original signed Quote.

C.4.4 Per OAR 731-146-0150(4) in the event of a failure of an Electronic Procurement System or email system that interferes with the ability to submit electronic Quotes or to otherwise participate in the procurement, ODOT may cancel the procurement or may extend the date and time of receipt of electronic Quotes by providing notice of the extension immediately after the Electronic Procurement System or email system becomes available.

C.4.5 By submitting a Quote in response to this RFCQ, the Offeror (and if selected for award, also as the Contractor) agrees with ODOT that signatures, and other forms of authorized representative certification, showing on documents submitted via OregonBuys or email are “Electronic Signatures” under ORS Chapter 84 and bind the signing party and are intended to be and can be relied upon by the parties.

C.5 OREGONBUYS REGISTRATION REQUIREMENT AND USER GUIDES. Offeror must be registered in

OregonBuys to do business with the State. Registration is free. OregonBuys uses the term Vendor and Supplier interchangeably to refer to any form of business entity registered in OregonBuys.

To create an OregonBuys account, click the blue “Supplier Registration” button in the top right corner of the website: <https://oregonbuys.gov/bsa>.

For registration assistance see Supplier Resources

(<https://www.oregon.gov/das/ORBuys/Pages/supplierresources.aspx>). Offeror is responsible for ensuring that its vendor registration and information is current and correct in OregonBuys. ODOT is not responsible for defective registration or incorrect vendor information.

See OregonBuys User Guides (<https://www.oregon.gov/odot/Business/Procurement/Pages/HowTo.aspx>) for quick reference information regarding common questions from vendors when using OregonBuys.

C.6 EXPLANATION OF CERTAIN TERMS USED IN OREGONBUYS.

- **Amendment:** Any form of notice posted on OregonBuys associated with the solicitation such as intent to award, solicitation cancellation, or Addendum. Amendments that serve as Addenda will be labeled as such.
- **Bid Opening Date:** The OregonBuys term for “Closing” as defined in OAR 137-046-0110(6) (the date and time specified in a solicitation document as the deadline for submitting Offers).
- **Bid Solicitation:** Refers to this RFCQ
- **Purchaser:** Refers to the SPC identified for this RFCQ in OregonBuys.
- **Quote:** Offeror’s submission of its Offer through OregonBuys, including any uploaded attachments.

C.7 RFCQ ATTACHMENTS AND ADDENDA. In addition to the provisions set forth and linked within this RFCQ, this RFCQ incorporates by this reference the information published or linked on the OregonBuys “Bid Solicitation” page for this RFCQ, including but not limited to:

- Details entered in the “Header Information” section;
- All RFCQ attachments, Addenda, notices, question and answer documents, and any other files linked in the “File Attachments” section; and
- Information, if any, entered in the “Questions” and “Item Information” sections.

C.8 OBTAINING RFCQ DOCUMENTS. This RFCQ, RFCQ attachments and any Addenda and notices may be downloaded from the OregonBuys eProcurement system at: <https://oregonbuys.gov/bsa>. Contact the SPC if unable to access solicitation documents via OregonBuys.

Offerors are solely responsible for checking OregonBuys regularly until the Closing (Bid Opening Date specified in OregonBuys) to assure that they have not missed any Addenda or other notices issued as “Amendments” in OregonBuys for this RFCQ.

C.9 SOLICITATION LAW AND RULES. This RFCQ and the resulting Contract are governed by and construed and enforced in accordance with Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279B of the Oregon Revised Statutes and the Attorney General’s Model Public Contract Rules (“Model Rules”) OAR 137 Divisions 046 and 047, as adopted and modified by the Department of Transportation Rules OAR 731, Divisions 146 and 147. The RFCQ and resulting Contract may be subject to other laws and rules. Offerors should obtain and become acquainted with the applicable provisions of the above laws and rules.

C.10 BRAND NAME AND EQUIVALENTS.

C.10.1 BRAND NAME. The RFCQ (including Plans and Specifications) does not expressly or implicitly require any product by brand name or mark, nor does it require the product of any particular manufacturer or seller.

C.10.2 EQUIVALENTS. This RFCQ (including Plans and Specifications) may include one or more brand-name-or-equivalent Specifications. A brand-name-or-equivalent Specification is the listing of one or more brand names, manufacturer names, or seller names along with a designation such as “or equivalent”, “or approved equivalent”, “or equal” or “or approved equal”, or similar language. When a brand-name-or-equivalent Specification is used, Offeror may use either (i) the brand name product or (ii) an equivalent product. ODOT shall determine, in its sole discretion, whether an Offeror’s alternate product is equivalent.

When the brand-name-or-equivalent Specification includes the word “approved,” (such as “or approved equivalent” or “or approved equal”) the alternate product must be proposed during the quote process using the request procedures described in Section C.11.3. When the brand-name-or-equivalent Specification does NOT include the word “approved” (such as “or equivalent” or “or equal”), approval by ODOT of alternate products will occur after award through the contract administration submittals process.

C.11 REQUEST FOR CLARIFICATION; REQUEST FOR CHANGE; REQUEST FOR APPROVAL OF EQUIVALENTS.

C.11.1 REQUEST FOR CLARIFICATION AND REQUEST FOR CHANGE. Any Offeror that finds discrepancies in, or omissions from, any provision of this RFCQ, Plans, Specifications, or Contract Documents, or has doubt as to the meaning, may submit a request for clarification. Any Offeror may submit a request for changes to contractual terms, Plans, or Specifications. Any request must be in conformance with the submittal requirements in Section C.11.3. If changes are requested, the request must include the specific changes requested, and the reason for the requested changes supported by factual documentation.

C.11.2 REQUEST FOR APPROVAL OF EQUIVALENTS. Offeror may request approval of equivalents. The request must reference any applicable Specification sections and include all information necessary for ODOT to determine, in its sole discretion, whether the proposed product is equivalent. ODOT will issue an Addendum identifying any approved equivalent products.

C.11.3 METHOD OF SUBMITTING REQUESTS. Requests must be made in writing via email to the SPC and marked as follows:

Request for: Approval of Equivalents / Request for Clarification / Request for Change
RFCQ Number and Closing date.

Requests must be received by the SPC **no later than the applicable deadline specified in RFCQ Section A.3 – Solicitation Schedule**. Unless the deadline is extended by subsequent Addenda, requests for clarification and requests for change pertaining to provisions contained in the originally-issued RFCQ, or requests for approval of equivalents will not be considered after the specified deadline.

C.11.4 RESPONSES. ODOT will respond to requests submitted in compliance with Section C.11.3. ODOT may post question and answer documents on OregonBuys to respond to inquiries when ODOT

determines, in its sole discretion, the answers do not effect changes to this RFCQ. When appropriate, including approval of equivalents, ODOT will amend the RFCQ via Addendum.

Unless ODOT amends this RFCQ by Addendum, a response from ODOT does not change Plans, Specifications, contractual terms, or procurement requirements.

C.11.5 REQUEST RELATED TO ADDENDA. Requests for clarification and requests for change shall be submitted to the SPC per the method provided in Section C.11.3 and must be received by the time and date specified in the Addendum or 5:00 pm (Pacific) on the next business day after issuance of the Addendum if no specific date and time is given, or they will not be considered. ODOT will not consider requests of matters not addressed by the Addendum.

C.12 QUOTE MODIFICATION PRIOR TO THE CLOSING. If modifications are required after Quote submission, Offeror must withdraw its initial Quote submission using the “Withdraw Quote” button and submit a new Quote submission. Failure to comply with the provisions of this section will result in Quote rejection.

Nothing in this section shall be construed as allowing the Offeror to alter or otherwise change the form of the Quote, the form of the Contract, the conditions of the Quote, or the Specifications or Plans attached to the Quote documents.

Offerors may not modify Quotes after the Closing.

C.13 QUOTE WITHDRAWAL PRIOR TO THE CLOSING. If an Offeror wishes to withdraw a submitted Quote, the Offeror must do so using the “Withdraw Quote” button in OregonBuys prior to the Closing (Bid Opening Date specified in OregonBuys) for this RFCQ.

C.14 QUOTES RECEIVED. Offers must be received in accordance with all instructions in this RFCQ prior to the Closing (Bid Opening Date specified in OregonBuys) for this RFCQ. Offers received after the Closing, or as may be extended by any subsequently issued Addendum, will not be considered for award.

C.15 PRELIMINARY QUOTE RESULTS. Prior to posting a notice of its intent to award a Contract on the OregonBuys System (“Intent-to-Award Announcement”), ODOT may post preliminary Quote results. Such postings may not be correct and are not final.

C.16 TIME FOR OFFER ACCEPTANCE. An Offer is a firm offer, irrevocable, valid, and binding on the Offeror for not less than 30 calendar days from the Closing.

C.17 OFFER EVALUATION CRITERIA.

C.17.1 RESPONSIVENESS. To be considered responsive, the Offer must substantially comply in all material respects with applicable solicitation procedures and requirements and the solicitation documents. In making a determination of responsiveness, ODOT may waive minor informalities and irregularities.

C.17.2 RESPONSIBILITY. Prior to award of a Contract, ODOT will evaluate whether the apparent successful Offeror meets the applicable standards of responsibility identified in ORS 279B.110. In doing so, ODOT may investigate Offeror and request information in addition to that already required in this RFCQ, when ODOT, in its sole discretion, considers it necessary or advisable.

C.18 REJECTION OF OFFER DUE TO CERTAIN DEBT. Included among the reasons ODOT may reject an Offer is if the Offeror has liquidated and delinquent debt owed to the State or any department or agency of the State.

C.19 METHOD OF AWARD. Provided ODOT does not cancel the solicitation or reject all Offers pursuant to OAR 137-047-0650, ODOT will award a Contract to the responsible Offeror that submits a responsive Quote whose Quote will best serve the interest of ODOT by taking into account price as well as any other applicable factors such as experience, expertise, product functionality and suitability for a particular purpose. Award will be made to one Offeror only. ODOT reserves the right to withdraw any item from award consideration if it is in the best interest of the State to do so.

C.20 PROCESSING OF QUOTES. Acknowledgment that the selection process is complete (whether by posting of a Quote tabulation sheet, issuance of an Intent-to-Award Announcement, or otherwise), shall not operate as a representation by ODOT that any Offer submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the requirements of this RFCQ.

C.21 WITHDRAWAL BY ODOT OF QUOTE ITEMS PRIOR TO AWARD. ODOT reserves the right to delete items for which it is soliciting a Quote. The deletion of one or more items will not affect the method of award.

C.22 REJECTION OF OFFERS

C.22.1 REJECTION OF ALL OFFERS. ODOT may reject all Offers for good cause upon its finding that it is in the public interest to do so.

C.22.2 REJECTION OF PARTICULAR OFFERS. ODOT may reject a particular Offer for any of the reasons listed under OAR 137-047-0640.

C.23 INTENT-TO-AWARD ANNOUNCEMENT. Prior to formal Contract award, ODOT will post an Intent-to-Award Announcement in OregonBuys. The Intent-to-Award Announcement shall serve as notice to all Offerors that ODOT intends to make an award.

C.24 COMMENCEMENT OF WORK. Contractor shall not commence Work under a Contract resulting from this RFCQ until a Notice to Proceed has been issued.

C.25 REVIEW OF AWARDED QUOTE FILES. Awarded Quote files are public records and available for review. Interested parties may contact the SPC to arrange for review of the documents.

C.26 INFORMATION TO BE SUBMITTED BY THE APPARENT SUCCESSFUL OFFEROR. ODOT will notify the apparent successful Offeror by email of its intent to award a Contract. The apparent successful Offeror shall submit the following items via email no later than seven calendar days after the date of ODOT's notification of intent to award. Failure to provide any required items may result in Quote rejection.

C.26.1 INSURANCE. Offeror shall submit certificates of insurance for all coverages required by this RFCQ. Offerors are encouraged to consult their insurance agent(s) about the insurance requirements as identified in **Attachment B, Exhibit 4** prior to Offer submission.

C.26.2 W-9 Form. When requested by ODOT or when the backup withholding status or any other information of Offeror has changed since the last submitted W-9 form, if any, Offeror shall provide

their Taxpayer Identification Number and backup withholding status on a completed W-9 form. The W-9 form is available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

C.27 EXECUTION OF AGREEMENT FORM. Once all items required under Section C.26 have been received from the apparent successful Offeror and accepted by ODOT, ODOT will send via Adobe Sign the Services Contract to the Offeror, which the Offeror shall sign and return by Adobe Sign as soon as possible, or within 2 business days of receipt. ODOT will then sign the Contract and email a copy of the fully executed Contract to the Offeror.

ATTACHMENT A

QUOTE PACKAGE FORMS

- FORM A-1: OFFEROR INFORMATION AND CERTIFICATIONS FORM
- FORM A-2: RESERVED

ATTACHMENT A

FORM A-1 — OFFEROR INFORMATION AND CERTIFICATIONS FORM

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[**Note to Offerors:** If additional space or lines are needed attach an additional page to the end of the form.]

Business Name: _____

Is Offeror authorized by the Oregon Secretary of State to transact business in Oregon? **Yes** ☐ / **No** ☐

- If yes, provide business registry number or otherwise describe authorization: _____

Business Owner(s) Name: _____

Business Address: _____

Mailing Address (if different): _____

Telephone Number: _____

Email Address: _____

ESB Number: _____

Federal Employer Identification Number (FEIN) Number: _____

Contract Authorized Representative Name: _____

Individual named above must be authorized to execute agreements and contracts on behalf of the Offeror.

RESPONSIBILITY INQUIRY

Offeror may add additional lines to this section and form as needed to provide the required information.

1. Does Offeror have available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of Offeror to meet all contractual responsibilities? **Yes** ☐ / **No** ☐
2. Within the last 5 years, how many contracts of a similar nature has Offeror completed that, to the extent that the costs associated with and time available to perform the contract remained within Offeror's control, Offeror stayed within the time and budget allotted, and there were no contract claims by any party? **Number of contracts:** [_____]

How many contracts did not meet those standards? **Number of contracts:** [_____]

If any contracts did not meet those standards, please provide an explanation:

Has Offeror been debarred or otherwise disqualified from bidding on contracts by any state, local, or federal agency under any state or federal law? **Yes** ☐ / **No** ☐

If yes, please provide an explanation:

3. Within the last 3 years, has Offeror had:
- a. any contracts terminated for default by any government agency, or
 - b. any lawsuits filed against it by creditors or involving contract disputes?

Yes ☐ / **No** ☐

If yes, please provide an explanation: (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

4. Within the last 3 years has Offeror been criminally or civilly charged, indicted, or convicted in connection with:
- a. obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract,
 - b. violation of federal or state antitrust statutes relating to the submission of Bids or Proposals, or
 - c. embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property?

Yes ☐ / **No** ☐

If yes, indicate the jurisdiction, date of indictment, charge or judgment, and names and summary of charges below:

Does Offeror have any outstanding or pending judgments against it? **Yes** ☐ / **No** ☐

If yes, please provide an explanation:

5. Is Offeror experiencing financial distress or having difficulty securing financing? **Yes** ☐ / **No** ☐

If yes, please provide an explanation:

6. Does Offeror have sufficient cash flow to fund day-to-day operations throughout the proposed contract period? **Yes** ☐ / **No** ☐

If no, please provide an explanation:

Within the last 3 years, has Offeror filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? **Yes** ☐ / **No** ☐

If yes, provide the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable:

Does Offeror have all required licenses, insurance and/or registrations, if any, and is Offeror legally authorized to do business in the State? **Yes** ☐ / **No** ☐

If no, please provide an explanation:

7. Within the last 3 years has the Offeror, or any officer, partner, agent or employee of Offeror been found to have violated any state or federal prevailing wage statute or regulation (including the federal Davis-Bacon and related Acts and ORS 279C.800 – ORS 279C.870) in any Final Order of the Oregon Bureau of Labor and Industries or the United States Department of Labor, or by any court of competent jurisdiction? **Yes** ☐ / **No** ☐

If yes, provide copies of the final order(s) or judgment in which this occurred and explain **in detail**:

- (a) The circumstances behind any violation, including the amount(s) not paid
- (b) Whether the amount(s) have now been paid
- (c) The reasons for the violation
- (d) All efforts undertaken to ensure that future violations will not occur

Response: _____

RECORD OF SATISFACTORY PERFORMANCE

Offeror must demonstrate that it has completed previous contracts of a similar nature with a satisfactory record of performance. Offeror shall provide the information below for 3 different projects completed within the last 3 years that demonstrate Offeror's experience with projects of similar size, scope, and complexity to the Project that is the subject of this RFCQ. Offeror must provide contact information for the individual who can describe the quality of workmanship and service that the Offeror provided on current and past projects of similar size and complexity. If Offeror has performed work for ODOT within the last 3 years as described below, Offeror may check the box below in lieu of providing references. However, ODOT reserves the right to require references, or additional references, from any Offeror during its determination of Offeror responsibility

ODOT reserves the right to choose and investigate any contact or reference (whether or not furnished by the Offeror), and to investigate Offeror's past performance with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of service on schedule, and lawful payment of suppliers, subcontractors, and employees.

Yes ☐ Offeror has performed work for ODOT within the past 3 years as the prime contractor under a contract between Offeror and ODOT. Offeror understands that if Offeror is the Awarded Offeror, ODOT may still

require that Offeror provide references, in which case Offeror must promptly provide them to assist ODOT in determining Offeror's responsibility.

Offeror may add additional lines to this form as needed to provide the required information.

Project #1

Description of Project: _____

Project Location: _____

Project Date: _____

Contract Amount: _____

Project Owner: _____

Project Contact Information (Name/Phone/Email): _____

Did the project owner ever find that you were materially deficient in contract performance?

Yes ☐ / No ☐

If yes, (i) was the deficient performance expressly excused under the terms of the contract, or (ii) did you take appropriate corrective action? Please provide an explanation:

Did you stay within the contract time and budget to the extent the costs associated with and time available to perform a previous contract were within your control? Yes ☐ / No ☐

Project #2

Description of Project: _____

Project Location: _____

Project Date: _____

Contract Amount: _____

Project Owner: _____

Project Contact (Name/Phone/Email): _____

Did the project owner ever find that you were materially deficient in contract performance?

Yes ☐ / No ☐

If yes, (i) was the deficient performance expressly excused under the terms of the contract, or (ii) did you take appropriate corrective action? Please provide an explanation:

Did you stay within the contract time and budget to the extent the costs associated with and time available to perform a previous contract were within your control? **Yes** ☐ / **No** ☐

Project #3

Description of Project: _____

Project Location: _____

Project Date: _____

Contract Amount: _____

Project Owner: _____

Project Contact (Name/Phone/Email): _____

Did the project owner ever find that you were materially deficient in contract performance?

Yes ☐ / **No** ☐

If yes, (i) was the deficient performance expressly excused under the terms of the contract, or (ii) did you take appropriate corrective action? Please provide an explanation:

Did you stay within the contract time and budget to the extent the costs associated with and time available to perform a previous contract were within your control? **Yes** ☐ / **No** ☐

CERTIFICATIONS OF OFFEROR'S DULY AUTHORIZED REPRESENTATIVE

THIS OFFER MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR

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

- (1) The undersigned is a duly authorized representative of the Offeror, has been authorized by Offeror to make all representations, attestations, and certifications contained in this Offer and all Addenda, if any;
- (2) Offeror, acting through its authorized representatives, has read and understands all Offer instructions, Specifications, Plans, terms and conditions contained in this RFCQ document (including all listed attachments and Addenda, if any, issued);
- (3) The Offer submitted is in response to the specific language contained in the RFCQ, and Offeror has made no assumptions based upon either (a) verbal or written statements not contained in the RFCQ, or (b) any previously issued RFCQ, if any;
- (4) The State 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 RFCQ;
- (5) The State shall not be liable for any expenses incurred by Offeror in preparing and submitting its Offer or in participating in the Offer evaluation/selection process;
- (6) The Offer was prepared independently from all other Offerors, and without collusion, fraud, or other dishonesty;
- (7) Offeror is bound by and will comply with all requirements, Specifications, Plans, terms and conditions contained in this Offer (including all listed attachments and Addenda, if any, issued);
- (8) Offeror will furnish the designated item(s) or service(s) in accordance with the Specifications, Plans and requirements, and will comply in all respects with the terms of the resulting Contract upon award;
- (9) Offeror represents and warrants that Offeror 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;
- (10) Offeror has no undisclosed liquidated or delinquent debt owed to the State or any department or agency of the State;
- (11) 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 (i) any state taxes administered by the Oregon Department of Revenue (DOR) under the tax laws of this state and local taxes administered by DOR under ORS 305.620; and (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions;

- (12) Offeror has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or veteran-owned business (as those terms are defined in ORS 200.005), in obtaining any required subcontracts.
- (13) Offeror has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a “protected class”; and
- (14) All affirmations and certifications contained within the Offer, including those in this Offeror Information and Certification Form and the on-line pricing, are true and correct.

ACKNOWLEDGMENT OF ADDENDA

(must be completed by Offeror as a matter of responsiveness)

Offeror acknowledges and agrees: Addenda **No.**_____ to **No.**_____ have been issued for this RFCQ. If Addenda have been issued, Offeror has received and duly considered all Addenda. Offeror acknowledges and agrees to the terms of all such Addenda as those terms may revise the terms, conditions, Plans and Specifications of this RFCQ.

SIGNATURE OF OFFEROR’S DULY AUTHORIZED REPRESENTATIVE

(Legal Business Name)

(Authorized Representative Name)

(Title)

(Authorized Representative Signature)

(Date)

ATTACHMENT A

FORM A-2 —RESERVED