

# ATTACHMENT A – FORMS

## Proposer's Representations and Certifications

**Project:** Northwest Oregon 2024-2027 ADA Curb Ramps Design, Phase 2

**Key Number:** K23029

**Contract Number:** C15536

The undersigned is authorized to act on behalf of the Proposer, bind the Proposer, and to submit its Proposal, and having full knowledge of the Proposer, the Request for Proposal (the "RFP") requirements and the information necessary to make the following attestations, representations and certifications, agrees that the Proposal is a firm offer and shall be valid for 180 Calendar Days after the date Proposals are due, or for such longer period as may be specified in the RFP, and hereby makes the following representations and certifications.

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### **SECTION A: COMPANY INFORMATION**

Proposer/Design-Builder: \_\_\_\_\_

Legal, tax filing Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contractor License No: \_\_\_\_\_

Unique Entity ID: \_\_\_\_\_

License Classification: \_\_\_\_\_

Business State of Incorporation: \_\_\_\_\_

Business Entity Type:  Corporation  Sole Proprietor  Partnership  
 S Corporation  Non-Profit  Government  
 Joint Venture  Other \_\_\_\_\_

### **SECTION B: PROPOSER CERTIFICATION**

The undersigned, any Principal Participant (hereinafter the "Proposer"), as Proposer, certifies and affirms the truthfulness and accuracy of the statements below:

#### **A.1 CERTIFICATION REGARDING DEBARMENT, LOBBYING, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT:**

- Proposer understands that the provisions of 31 United States Code (U.S.C.) §3801 et seq., (Administrative Remedies for False Claims and Statements) and provisions of 31 U.S.C. §1352 et. Seq. (Limitation on use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions) are applicable hereto;
- Proposer is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any State or Federal department or agency; Proposer has not within three years preceding this Proposal had one or more public transactions (Federal, State or local) terminated for cause or default;
- Proposer is not presently and has not within three years preceding this Proposal been convicted of or had a civil judgment rendered against them for: i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; ii) violation of federal or state antitrust

statutes relating to the submission of bids or Proposals; or iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

- No Federal appropriated funds have been paid or will be paid, by or on behalf of Proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this this Federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," ([https://www.gsa.gov/system/files/SFLLL\\_1\\_2\\_P-V12b.pdf](https://www.gsa.gov/system/files/SFLLL_1_2_P-V12b.pdf)) in accordance with its instructions;
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure; and
- Proposer shall require that the language of this certification be inserted in all subcontracts in excess of \$100,000 at all tiers and that all such subcontractors shall certify and disclose accordingly.

## **A 2 STATE CERTIFICATIONS AND REQUIREMENTS**

### **A 2.1 General Certifications.**

- Agency shall not be liable for: i) any claims or be subject to any defenses asserted by Proposer based upon, resulting from, or related to, Proposer's failure to comprehend all requirements of the RFP; or ii) any expenses incurred by Proposer in either preparing and submitting its Proposal or in participating in the proposal evaluation and selection or Contract negotiation process, if any;
- Proposer has reviewed the requirements of the Agency's Conflict of Interest Guidelines and all required COI disclosures have been made;
- Proposer has personally inspected, made a proper examination of, and has become acquainted with all conditions, local and otherwise, affecting the Project Site and all Work Locations;
- The Proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any;
- Proposer will be registered with the Oregon Construction Contractors Board or licensed by the State Landscape Board prior to contract execution;
- Proposer has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State;
- Proposer recognizes this is a public document open to public inspection. Any portion(s) of the Proposal that Proposer considers exempt from disclosure under Oregon Public Records Law is/are clearly designated in the Proposal and listed on a separate sheet attached to the

- Proposal with justification and citation to the authority relied upon;
- Proposer agrees to and shall comply with, all requirements, instructions, specifications and terms and conditions, and Contract Documents identified, included, or incorporated by reference into the RFP (including the sample contract) and all Addenda, if any; and
- If Proposer is a joint venture or partnership, each joint venturer or partner has signed this Technical Proposal Signature Page and Proposal FIRM OFFER on behalf of both itself and Proposer, and each joint venturer or partner and Proposer shall be jointly and severally liable for performing all of the duties and meeting all of the obligations of the Proposer under the terms of the RFP, Proposal and Contract to be entered into.

**A 2.2 Compliance with Oregon Tax Laws.** By signature on this Proposal, the Proposer hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of the Proposer in this matter, that the Proposer has authority and knowledge regarding Proposer's payment of taxes, and that the Proposer is, to the best of the Proposer's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means: (i) all tax laws of this state, including but not limited to ORS 118, ORS 305.620, ORS 314, ORS 316, ORS 317, ORS 318, ORS 320.005 to 320.150, ORS 321, ORS 323, and ORS 403.200 to 403.250; and (ii) any tax provisions imposed by a political subdivision of this state that apply to Proposer, to Proposer's property, operations, receipts, or income, or to Proposer's performance of or compensation for any work performed by the Proposer; and (iii) any tax provisions imposed by a political subdivision of this state that apply to Proposer, or to goods, services, or property, whether tangible or intangible, provided by Proposer; and (iv) any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

**A 2.3 Compliance with Employee Drug Testing Program.** Pursuant to ORS 279C.505(2), that the Proposer has an employee drug testing program in place and will maintain such program for the entire period of this Contract. Failure to maintain such program shall constitute a material breach of Contract.

**A 2.4 Use of Registered Subcontractors.** That all subcontractors performing work on this public improvement Contract will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701 before the subcontractors commence work under this Contract.

**A 2.5 Compliance with Nondiscrimination Laws.** Pursuant to ORS 279A.110, Proposer certifies that the Proposer has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a veteran owns or an emerging small business in obtaining any required subcontracts. Proposer will maintain the certifications required by ORS 279A.107 and understands that it may be disqualified from proposing on this public improvement Project if the Agency finds that the Proposer has violated ORS 279A.110 (1).

Proposer has an policy supporting equal employment opportunity; and does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin. And, pursuant to ORS 279A.110, Proposer has not and Proposer will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business certified under ORS 200.055;

Proposer certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 (HB 3060, 2017) for preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class. The Proposer agrees, as a material term of the Contract, to maintain the policy and practice in force during the entire Contract term.

**A 2.6 Pay Equity Certificate.** This requirement applies to Proposer with 50 or more full-time employees that submit Proposals on a State agency contract valued at \$500,000 or more. The Proposer certifies that the Proposer possesses and shall submit with their Proposal a copy of an unexpired certificate issued by the Oregon Department of Administrative Services (DAS) (under ORS 279A.167), documenting completion of the pay equity overview training. The Proposer understands the prohibitions set forth in ORS 652.220 and the other laws and rules that prohibit discrimination in compensation or wage payment.

**A 2.7 Key Personnel.** Proposer certifies that it has available (and can furnish to Agency upon request) the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the Proposer to meet all contractual responsibilities.

If awarded the Contract, Proposer shall utilize in performance and make available at all times and places required under the terms of the Contract Key Personnel, including but not limited to Major Subcontractors, Key Personnel, and Key Design Professionals, identified in its Proposal, and shall ensure that such Key Personnel devote all efforts necessary for all periods of time necessary or required under the terms of the Contract, to timely fulfill all Contract obligations.

**A. 2.8 FIRM OFFER Provisions.** Proposer has the power and authority to make and be bound by the terms of this it's FIRM OFFER for the FIRM OFFER period.

Proposer acknowledges that the Agency has the right to modify the Contract prior to execution to (a) correct typographical errors, (b) reconcile inconsistencies within and among the Contract Documents, (c) conform terminology used throughout the Contract Documents, (d) include omitted terms clearly contemplated by the language in the Contract Documents, (e) add terms required under State or federal Law, and (f) incorporate those portions of the Technical Proposal and Price Proposal included in the FIRM OFFER, as set forth under "FIRM OFFER, SCOPE OF FIRM OFFER," modified, if so, by such Negotiations as may be authorized under applicable statutes and rules.

Proposer intends its Proposal Price to constitute full compensation for performance of all Contract obligations, including but not limited to those additional (if any) minimum Contract requirements proposed in the Technical Proposal and incorporated under the terms of the Design-Build Agreement in accordance with the criteria and requirements referenced in section entitled, FIRM OFFER, SCOPE OF FIRM OFFER.

In the event Proposer has engaged in unlawful anti-competitive conduct or behavior prohibited under the terms of the RFP during this procurement, withdraws its FIRM OFFER or any aspect of it prior to expiration of the FIRM OFFER period, or lacks power or authority or fails for any reason to execute the Contract if awarded to it within the time period specified in the RFP or agreed to by the Parties, the Proposer shall forfeit its Proposal Security (if any) and be disqualified from further consideration for Contract award and eligibility for receipt of a Proposal

stipend;

**A 2.9 Non collusion and False Claims.** Proposer certifies that:

- the Proposal, including but not limited to any price(s) and amounts, has been arrived at independently and without consultation, communication, disclosure, or agreement with any other contractor, Proposer, or potential Proposer except as disclosed on a separately attached statement;
- Neither the price(s) nor the amount of the Proposal, and neither the approximate price(s) nor approximate amount of the Proposal has been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before the opening of proposals;
- No attempt has or will be made to induce any firm or person to refrain from proposing on this Contract, to submit a Proposal with prices higher than this Proposal, or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal;
- This Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a higher, complementary, or other noncompetitive Proposal;
- Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract except as described on a separately attached statement;
- All contents of the Proposal (including any other forms or documentation, if required under this RFP) and these representations and certifications, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty; and
- Proposer understands that any statement or representation it makes, in response to this solicitation, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under the resulting Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

**A 2.10 Incorporation of All Addenda.** The Proposer incorporated into this Proposal all addenda issued for this RFP. The Proposer understands and acknowledges that the Agency will provide all addenda via email to the Contact person listed in the SOQ, Attachment A – Proposer Certification Form. By submitting this Proposal, the Proposer assumes all risks associated with its failure to access all addenda and waives all claims, suits, and actions against the State, the Transportation Commission, the Department of Transportation and their members, officers, agents, and employees that may arise out of the Proposer's failure to access all addenda, in spite of any contingencies such as email failure, down-time, service interruptions, and corrupted, inaccurate, or incomplete addenda or information.

**A 2.11 Wage Rates.** This project includes federal funds and is subject to both federal and State prevailing wage rate requirements. By signing below, Proposer agrees to be bound by and will comply with the prevailing wage rate requirements under Oregon law (ORS 279C.838 or 279C.840 et seq.) and the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.) and pay each worker in each trade or occupation employed to perform any Work under the Contract not less than the applicable State Bureau of Labor and Industries (BOLI) prevailing wage rate or the

applicable federal prevailing wage rate required under the Davis-Bacon Act, whichever is higher. See DB170.65(e). See the Project Wage Rate sheet in Exhibit F to the Sample Design-Build Agreement regarding the applicable BOLI and Davis-Bacon prevailing wage rates.

**A 2.12 Resident Bidder.** Proposer shall submit, with this certification, a statement identifying whether Proposer is a “resident bidder” as defined in ORS 279A.120, and submit the following, as applicable:

- (1) A Certificate of Good Standing issued by the Proposer’s state of residence; and
- (2) For Entities not residents of the State of Oregon, a Certificate of Authority to transact business in Oregon, issued by the Oregon Secretary of State. ORS 60.701 requires that foreign corporations be registered by the State of Oregon, Office of Secretary of State, before conducting business in the state. A foreign corporation (ORS 60.001) means a corporation-for-profit incorporated under a law other than the law of the State of Oregon. All firms that are part of a Proposer’s team must be registered by the State of Oregon prior to execution of the Design-Build Agreement.

**A 2.13 State Buy America.** This Agreement is subject to the domestic preference requirements of ORS 279C.303 and OAR 125-249-0170, and, pursuant thereto, Design-Builder certifies that all steel, iron, coatings for steel and iron and Manufactured Products that the Contractor purchases for or uses in the project, and that become part of a permanent structure, will be Produced in the United States, as prescribed in the Contract Documents.

### **SECTION C: CONCLUSIONS**

The Proposer understands and acknowledges that the above certifications and representations are material and important and will be relied on by the Transportation Commission and the Department of Transportation, in Awarding the Contract(s) for which this Proposal is submitted. The Proposer understands that any misstatement in this certification is and shall be treated as fraudulent concealment from the Transportation Commission and the Department of Transportation, of the true facts relating to the submission of Proposals for this Contract.

Where the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this Proposal. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: “Certification Exceptions continued, Proposal Insert”. Exceptions may not necessarily result in denial of Award but will be considered in determining Proposer responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

**SECTION D: SIGNATURE OF AUTHORIZED PERSON**

**SIGNATURE OF AUTHORIZED PERSON**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Person for this procurement: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public for Oregon \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Any alterations to the proposal shall be initialed in ink by the Proposer or their authorized representative.**

*\*Joint Venture/Partnership: Each party of the Joint Venture/Partnership must sign a copy of this Section D and include it with their Proposal.*



**FORM KP - KEY PERSONNEL INFORMATION**

Project Name: Northwest Oregon 2024-2027 ADA Curb Ramps Design, Phase 2 Design-Build Project

Contract Number: C15536

Name of Proposer: \_\_\_\_\_

**PROPOSED PROJECT MANAGEMENT KEY PERSONNEL**

<b>Function</b>	<b>Name</b>	<b>Years of Experience in Role</b>	<b>Education/Registration</b>	<b>Parent Firm Name</b>	<b>Min % of Time Dedicated to the Project</b>	<b># Years Employment with Principal Participant</b>
Project Principal						
Design-Build Project Manager						
Construction Manager						
Design Manager						
Utility Coordinator						
Project Quality Manager						
Design Quality Manager						
Construction Quality Manager						
ADA Curb Ramp Lead Inspector						

Form OEPP

**Part 2 - Design, Quality Management and Professional Services Commitment Plan**

Subconsultant <i>[insert name]</i>	Type of Work	%DBE Credit	DBE Subconsultant Price	% DBE Commitment of Design, Quality Management and Professional Services
		%	\$	%
		%	\$	%
Total Design, Quality Management and Professional Services – DBE Commitment Amount		\$		%
Total Design, Quality and Professional Services Contract Cost		\$		

**Part 3 - Construction Services**

Subcontractor <i>(Named Firms)</i>	Type of Work	% DBE Credit	DBE \$ Construction	% DBE Commitment
		%	\$	%
		%	\$	%
		%	\$	%
		%	\$	%
		%	\$	%
		%	\$	%
DBE Subtotal to Named Firms		\$		%
<b>TO BE SELECTED ITEMS</b>				
To Be Selected	Type of Work	DBE Credit	DBE Contract Amount	DBE Commitment
To Be Selected		%	\$	%
To Be Selected		%	\$	%
To Be Selected		%	\$	%
DBE Subtotal "To Be Selected" Items		%	\$	%
Total Construction Projected DBE Selection			\$	%
<b>Total Construction Price</b>			\$	

**FORM PP  
PRICE PROPOSAL SIGNATURE PAGE**

Project Name: Northwest Oregon 2024-2027 ADA Curb Ramps Design, Phase 2

Key Number: K23029 Contract Number: C15536

Proposal Due Date: \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

This Price Proposal is submitted in response to the Request for Proposals issued for the above-named project, dated \_\_\_\_\_, as modified by Addenda, and includes the following:

- **Schedule of Prices, Form SP**
- **List of DBE's contacted**

**NOTE:** *This Price Proposal Signature Page must be signed by the signatory(ies) to the Quality Proposal Signature Page and Proposal Firm Offer including all joint venture members or partners if Proposer is a joint venture or partnership, in the same manner and with the same binding effect as provided in the Quality Proposal Signature Page and Proposal Firm Offer.*

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Proposer/Principal

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Proposer/Principal

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Proposer/Principal

**FORM SP - SCHEDULE OF PRICES**

*INSTRUCTIONS TO PROPOSERS: Replace blue italicized text below with information specific to the Proposal. Add rows as needed for additional Design Units in each Price Center Table. Delete any unused Design Unit rows in each Price Center Table. If the price center will only include a single Design Unit, delete all Design Unit rows below the main "Design" Price Item. DO NOT DELETE ANY OTHER ROWS IN THE PRICE CENTER TABLES.*

**PRICE CENTER A:** ODOT Region 2 ADA North Area (Astoria, Newberg, Dundee, Clatsop County, and Yamhill County)

<b>PRICE ITEM</b>	<b>PRICE ITEM VALUE</b>
A1 Design Services	\$ <i>(Sum of Design Unit Values)</i>
A1.1 <i>Proposer's Design Unit 1</i>	\$ <i>Proposal Value</i>
A1.2 <i>Proposer's Design Unit 2</i>	\$ <i>Proposal Value</i>
A1.3 <i>Proposer's Design Unit 3</i>	\$ <i>Proposal Value</i>
A1.4 <i>Proposer's Design Unit 4</i>	\$ <i>Proposal Value</i>
A1.5 <i>Proposer's Design Unit 5</i>	\$ <i>Proposal Value</i>
A2 Quality Management Services	\$ <i>Proposal Value</i>
A3 Construction Mobilization	\$ <i>Proposal Value</i>
A4 Construction	\$ <i>Proposal Value</i>
<b>PRICE CENTER A TOTAL</b>	<b>\$<i>(Sum of Price Item Values)</i></b>

**PRICE CENTER B:** ODOT Region 2 ADA Central Area (Independence, Monmouth, Corvallis, Philomath, Salem, Marion County, Polk County, and Benton County)

<b>PRICE ITEM</b>	<b>PRICE ITEM VALUE</b>
B1 Design Services	\$ <i>(Sum of Design Unit Values)</i>
B1.1 <i>Proposer's Design Unit 1</i>	\$ <i>Proposal Value</i>
B1.2 <i>Proposer's Design Unit 2</i>	\$ <i>Proposal Value</i>
B1.3 <i>Proposer's Design Unit 3</i>	\$ <i>Proposal Value</i>
B1.4 <i>Proposer's Design Unit 4</i>	\$ <i>Proposal Value</i>
B1.5 <i>Proposer's Design Unit 5</i>	\$ <i>Proposal Value</i>
B2 Quality Management Services	\$ <i>Proposal Value</i>
B3 Construction Mobilization	\$ <i>Proposal Value</i>
B4 Construction	\$ <i>Proposal Value</i>
<b>PRICE CENTER B TOTAL</b>	<b>\$<i>(Sum of Price Item Values)</i></b>

**PRICE CENTER C:** ODOT Region 2 ADA South Area (Springfield, Coburg, Cottage Grove, Linn County, and Lane County)

PRICE ITEM	PRICE ITEM VALUE
C1 Design Services	\$ <i>(Sum of Design Unit Values)</i>
C1.1 <i>Proposer's Design Unit 1</i>	\$ <i>Proposal Value</i>
C1.2 <i>Proposer's Design Unit 2</i>	\$ <i>Proposal Value</i>
C1.3 <i>Proposer's Design Unit 3</i>	\$ <i>Proposal Value</i>
C1.4 <i>Proposer's Design Unit 4</i>	\$ <i>Proposal Value</i>
C1.5 <i>Proposer's Design Unit 5</i>	\$ <i>Proposal Value</i>
C2 Quality Management Services	\$ <i>Proposal Value</i>
C3 Construction Mobilization	\$ <i>Proposal Value</i>
C4 Construction	\$ <i>Proposal Value</i>
<b>PRICE CENTER C TOTAL</b>	<b>\$ <i>(Sum of Price Item Values)</i></b>

**FORM SF**

**STIPEND RELEASE FORM**

Project Title: Northwest Oregon 2024-2027 ADA Curb Ramps Design, Phase 2

Key Number: K23029

Contract Number: C15536

By signing this form, I represent and warrant that I have the right to grant ODOT the irrevocable, non-exclusive, perpetual, royalty-free licenses to any intellectual property included in my Proposal submission. Further, I agree to indemnify, defend, and hold harmless ODOT and the State of Oregon from any and all claims, costs, expenses, and damages of every kind resulting from infringement allegations related to ODOT's exercise of the intellectual property rights granted herein.

Additionally, I relinquish all rights to the ideas, technical approaches, or ATCs as included in my Proposal for the above-mentioned project. I understand that by signing this form and accepting the stipend payment that the information included in my Proposal will become the property of ODOT and can be used on this Project or any future project pursued by ODOT without any obligation to pay any additional compensation.

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF OREGON  
STANDARD PUBLIC IMPROVEMENT CONTRACT  
PERFORMANCE BOND**

Bond No.: \_\_\_\_\_

Solicitation: \_\_\_\_\_

Project Name: \_\_\_\_\_

\_\_\_\_\_ (Surety #1)      Bond Amount No. 1:

\_\_\_\_\_ (Surety #2)\*      Bond Amount No. 2:

\_\_\_\_\_  
*\* If using multiple sureties*

Total Penal Sum of Bond:

We, \_\_\_\_\_ as "Principal," and the above identified Surety(ies), authorized to transact business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the State of Oregon the sum of (Total Penal Sum of Bond): \_\_\_\_\_

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the State of Oregon for the provision of construction (and design, if any), the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the State of Oregon, the Department of Transportation, and members thereof, its officers, employees and agents, against any direct or indirect damages or

claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, or the Department of Transportation, be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

<p><b>Principal:</b> _____</p> <p><b>By:</b> _____ Signature</p> <p>_____ Official Capacity</p> <p><b>Attest:</b> _____ Corporation Secretary</p>	<p><b>Surety:</b> _____ (Add signatures of each surety if using multiple bonds)</p> <p><b>By ATTORNEY-IN-FACT:</b> <b>Name:</b> _____</p> <p>_____ Signature</p> <p>_____ Address</p> <p>_____, _____, _____ City State Zip</p> <p><b>Phone:</b> _____ <b>Fax:</b> _____</p>
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**STATE OF OREGON  
STANDARD PUBLIC IMPROVEMENT CONTRACT  
PAYMENT BOND**

Bond No.: \_\_\_\_\_

Solicitation: \_\_\_\_\_

Project Name: \_\_\_\_\_

\_\_\_\_\_ (Surety #1)      Bond Amount No. 1:

\_\_\_\_\_ (Surety #2)\*      Bond Amount No. 2:

\_\_\_\_\_  
*\* If using multiple sureties*

Total Penal Sum of Bond:

We, \_\_\_\_\_ as "Principal," and the above identified Surety(ies), authorized to transact business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the State of Oregon the sum of (Total Penal Sum of Bond): \_\_\_\_\_

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the State of Oregon for the provision of construction (and design, if any), the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the State of Oregon, the

Department of Transportation, and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the State on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, or the Department of Transportation, be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

<p><b>Principal:</b> _____</p> <p><b>By:</b> _____ Signature</p> <p>_____ Official Capacity</p> <p><b>Attest:</b> _____ Corporation Secretary</p>	<p><b>Surety:</b> _____ (Add signatures of each surety if using multiple bonds)</p> <p><b>By ATTORNEY-IN-FACT:</b> <b>Name:</b> _____</p> <p>_____ Signature</p> <p>_____ Address</p> <p>_____, _____, _____ City State Zip</p> <p><b>Phone:</b> _____ <b>Fax:</b> _____</p>
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# ATTACHMENT B – DESIGN-BUILD AGREEMENT

Uploaded as a separate attachment on website:

[https://www.oregon.gov/odot/Business/Procurement/Pages/Bid\\_Award.aspx](https://www.oregon.gov/odot/Business/Procurement/Pages/Bid_Award.aspx)

ATTACHMENT C – CONFLICT OF INTEREST  
(COI) CERTIFICATION AND DISCLOSURE  
FORM

**CONFLICT OF INTEREST (COI) CERTIFICATION AND DISCLOSURE FORM**

**Oregon Department of Transportation**

**RFQ# C15536/Northwest Oregon 2024 – 2027 ADA Curb Ramps Design, Phase 2**

**SUBMIT FOR PROPOSER, EACH PRINCIPAL PARTICIPANT, AND EACH MAJOR SUBCONTRACTOR**

**SUBMIT FOR PROPOSER, EACH PRINCIPAL PARTICIPANT, AND EACH MAJOR SUBCONTRACTOR**

For the purpose of this Attachment B, the term “Proposer” refers to Proposer, each Principal Participant, or each Major Subcontractor, as identified below.

**Legal Name :** \_\_\_\_\_

**Role on Design-Builder Team:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City, State, Zip:** \_\_\_\_\_

**State of Incorporation:** \_\_\_\_\_ **Entity Type:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Oregon Business Registry Number (if required):** \_\_\_\_\_

The definitions of terms used in this COI Disclosure Form shall be those provided in the COI Guidelines as found at <https://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/coiguideines.pdf> (note that “Public Official” includes all Agency employees).

**Legal Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City, State, Zip:** \_\_\_\_\_

**State of Incorporation:** \_\_\_\_\_ **Entity Type:** \_\_\_\_\_

**A. COI Certification:**

**By its signature, Proposer certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an Actual or Organizational Conflict of Interest as described in the COI Guidelines for the Proposer’s organization or any of its staff, and that (*check one*):**

Proposer has no employees that were employed by ODOT within the last two-year period or other disclosures required per the COI Guidelines or COI Disclosure Form.

or

Proposer has provided on the COI Disclosure Form (attached hereto all disclosures required per the COI Guidelines), that disclosures are complete, accurate, and not misleading, and that Proposer has provided the COI Guidelines to all Associates and Subcontractors (if any) and the COI Disclosure Form attached hereto includes or has attached any required COI disclosures from those sources. *(Proposer shall incorporate in each required COI Disclosure Form any COI disclosure information provided by its staff and attach COI Disclosure Forms from each of its subcontractors and any other Associates that have required disclosures per the COI Guidelines.)*

**Printed Name and Title of Authorized Representative** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**B. COI Disclosure Form (to be completed if second box above was checked)**

**Please answer all questions “Yes”, “No” or “N/A” (if uncertain answer “Yes”). If the answer to any of the questions is “Yes,” then use the applicable “Comments” fields to:**

(a) furnish all relevant facts that are necessary to make the response complete, accurate, and not misleading; and

(b) identify any actions that must be taken to avoid, neutralize, or mitigate such conflict of interest (e.g. communications barriers, restraint or restriction upon future contracting activities, or other precaution)

1. a) Is any Associate of the Firm a former employee of Agency within the last two years that had or will have involvement (on Agency’s or Firm’s behalf) with this Procurement, Contract, subcontract, or the prospective Project?

**No** , **Yes**

b) Is any Associate of the Firm a Relative or Member of the Household of a current Agency employee that had or will have any involvement with this Procurement or Contract Authorization?

**No** , **Yes**

**If the answer to either of the above questions is “Yes”, complete the attached “Relatives and Former Agency Employees” table (Part A and/or Part B, as applicable).**

2. Does the Firm or any Associate of the Firm have an Actual, Apparent or Potential Conflict of Interest (“Individual” or “Organizational”) with regard to any known member of the Agency evaluation or selection team for the Procurement?

**No , Yes , Comments:**

3. Did the Firm or any Associate of the Firm conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers?

**No , Yes , Comments:**

4. Does the Firm or any Associate of the Firm have any past, present or currently planned personal or financial interests which are an Actual, Apparent or Potential Conflict of Interest (“Individual” or “Organizational”), with respect to the Procurement or award of this Contract or performing the work for Agency or acquisition of any real property for the Project?

**No , Yes , Comments:**

5. Has the Firm or an Associate of the Firm offered to a Public Official, or is the Firm aware of any Public Official that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Official’s vote, official action or judgment would be influenced thereby?

**No , Yes , Comments:**

6. Has (or will) the Firm or an Associate of the Firm provided a direct beneficial financial interest to any person within two years after the person ceased to hold a position as a Public Official who was involved in the Procurement or Authorization for the Contract, or is the Firm aware of any such person or Public Official who has or will receive a direct beneficial financial interest within the two year period?

**No , Yes , Comments:**

7. Is the Firm aware of any current or former Public Official that has an Actual, Apparent or Potential Conflict of Interest with respect to the Procurement or award of this Contract or performing the work for Agency?

**No , Yes , Comments:**

8. Does the prospective Contract/WOC include development of an Environmental Assessment (EA) or Environmental Impact Statement (EIS)?

**No , Yes , Comments:**

**If yes**, in accordance with the disclosure statement requirements of Council on Environmental Quality Regulation, [40 C.F.R 1506.5\(b\)\(4\)](#), does the Firm have any financial or other interest in the outcome of this Project; and/or does the Firm have any agreement, enforceable promise, or guarantee to provide any future work on this Project?

**No , Yes , Comments:**

9. Have Subcontractors or other Associates furnished COI Disclosure Forms, separate from the present form, which included conflicts or potential conflicts of interest? (If

yes, attach the disclosures.)

**No , Yes , N/A , Comments:**

10. If the prospective Contract/WOC includes personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Firm or an Associate or an Affiliate of the Firm a party to the subject public contract?

**No , Yes , N/A , Comments:**

11. Has the Firm or any Associate of the Firm entered into personal services contract(s) with Agency for the purpose of advising or assisting in developing specifications, a scope or statement of work, an invitation to bid, a request for proposals or other solicitation documents and materials related to this procurement?

**No , Yes , Comments:**

12. If the prospective Contract/WOC includes, or is advertised to potentially include via later amendment, personal services related to Project construction, do any of the criteria set forth in [COI Guidelines](#), section (4) - "COI Considerations Related to Consultant Services Provided During Project Construction" apply?

**No , Yes , N/A**

**If yes**, provide comments to describe the potential conflict. Include or attach a mitigation plan if applicable (or if required) to address the criteria in section (4) of the COI Guidelines.

**Comments:**

### **Relatives and Former Agency Employees**

For each employee of the Firm that was employed by Agency within the last two years and that had or will have involvement (on Agency's or Firm's behalf) with this Procurement, Contract, subcontract, or the prospective Project, provide information in Part A below as applicable.

Use Part B for Firm Associates with Relatives or Members of the Household working for Agency that had or will have involvement with this Procurement or Contract.

**Part A: Employees that left Agency in the last two years and that had or will have involvement with this Procurement, Contract, subcontract, or the prospective Project.**

**Instructions:** If applicable, enter employee name(s) and the date(s) they left the Agency. For each employee identified, enter employee role information in Column C or D or both C and D, as applicable.



Column A Employee Name	Column B Date employee left Agency	Column C Role performed on behalf of Agency related to this procurement or prospective Project	Column D Proposed Role on behalf of Firm in current Procurement, Contract, subcontract or Project

**Part B: Identify Associates of the Firm that are Relatives or Members of the Household of Agency employees currently working for Agency, if the Agency employee had or will have any involvement with this Procurement or Contract.**

Firm Associate's Name	Name and Relationship of Relative or Member of Household Employed at Agency	Role at Agency	Agency employee's Role with this Procurement

(Make copies of this form as needed to list additional employees.)