

*(Follow all instructions. If there are no instructions above a paragraph or sentence, then use the paragraph, or sentence on all projects. Complete each placeholder or insert additional information in accordance with the instructions given, and follow the instructions for handling provisions that do not apply. Remove all instructions before preparing the final document.)*

**QUALITY PROPOSAL SIGNATURE PAGE AND  
PROPOSAL FIRM OFFER**

PROPOSER: \_\_\_\_\_ TELEPHONE No. ( ) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACTOR'S LICENSE No. \_\_\_\_\_

LICENSE CLASSIFICATION \_\_\_\_\_

PROJECT: \_\_\_\_\_ (the "Project")

TO THE OREGON DEPARTMENT OF TRANSPORTATION:

FIRM OFFER; SCOPE OF FIRM OFFER. The Proposer hereby submits this its Firm Offer in response to that Request for Proposals (RFP) issued *[Insert Date]* 20\_\_\_\_, as amended by Addenda \_\_ through \_\_, to execute the Contract, consisting of the Contract Documents, as those terms are defined in **DB General Provisions**, Subsection 110.20, within the time period stipulated in the Special Instructions if awarded the Contract, and upon Contract execution to perform the Contract in accordance with its terms. Such Firm Offer shall remain open for a minimum of 180 Calendar Days from the original Proposal Due Date, or for such longer period to which Proposer may consent. Notwithstanding the foregoing, Proposer's execution of the Contract shall constitute evidence that its Firm Offer was held open to date of Contract execution.

The following portions of the Proposer's Quality Proposal and Price Proposal (collectively, its "Proposal") are included in this Firm Offer in accordance with the criteria established in the Design-Build Agreement, Article 1.7 and as stipulated in Standard Instructions Sections 4.2 and 4.4:

Quality Proposal: Those portions of the Quality Proposal that meet or exceed Agency's minimum Contract requirements, as determined by Agency in its sole discretion, shall be incorporated into the resulting Contract in Article 11 as if fully set forth therein, and shall constitute additional minimum Contract requirements. (Refer to the criteria established in the Design-Build Agreement, Article 1.7 and Standard Instructions Sections 4.2 and 4.4.) Upon incorporation, such portions of the Proposal shall amend the minimum Contract requirements they exceed. Those portions of the Quality Proposal that do not meet or exceed the minimum Contract requirements established by the Agency shall **not** be incorporated into the Contract.

**Oregon Department of Transportation**

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Price Proposal: The total of prices proposed in the Price Proposal Form SP, "Schedule of Prices" (the "Proposal Price"), shall be incorporated into the resulting Contract in Article 11 as if fully set forth therein.

EQUAL OPPORTUNITY CLAUSE. The Proposer, hereby certifies that **(CHECK ONE)** it has  has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 11246, 10925 and 11114 as amended, and that **(CHECK ONE)** it has  has not , filed with the Office of Federal Contract Compliance Program all reports due under the applicable filing requirements.

ADDENDA. Proposer acknowledges receipt of the following Addenda:

No.	DATE	No.	DATE

PROPOSAL SECURITY. The undersigned tenders herewith Proposal Security in the amount of ten percent (10%) of the Proposal Price, payable or drawn to the order of the Oregon State Department of Transportation.

*(Insert any applicable additional Agency-specified Interim Completion Dates or deadlines.)*

COMPLETION OF ON-SITE WORK. Proposer, if awarded the Contract, will complete all On-Site Work by: \_\_\_\_\_.

DBE PROJECT UTILIZATION GOAL is % of the Contract Amount.

GOOD FAITH EFFORTS. Proposer will either meet the DBE utilization goals identified herein or will make good-faith efforts to meet such goals. **(CHECK ONE)** YES  NO

PROPOSER DBE STATUS. Proposer affirms that the Proposer is certified as a DBE under Oregon Law: **(CHECK ONE)** YES  NO . Proposer affirms that one or more joint-venture partners of Proposer is certified as a DBE under Oregon Law: **(CHECK ONE)** YES  NO .

If Proposer or a joint-venture partner of Proposer is a DBE, answer the following:

Indicate both type of Work to be performed by DBE Proposer and **percent** of total Proposal Price represented by such Work \_\_\_\_\_.

Identify by name each joint venture partner certified as a DBE under Oregon Law and include both type of Work to be performed by each such joint venture partner and **percent** of total Proposal Price represented by such Work \_\_\_\_\_.

PROPOSER AFFIRMATIONS.

The Proposer, by and through the undersigned, its authorized representative, acknowledges, represents, attests, warrants and certifies that:

- (1) Proposer, acting through its authorized representatives, has read and understands, and agrees to be bound by and comply with all RFP instructions, terms and conditions, together with all Addenda, if any, issued.
- (2) Proposer, acting through its authorized representatives, has made a proper examination of the Project Site and all Work Locations.
- (3) Proposer, acting through its authorized representatives, has read and understands, and agrees to be bound by and comply with the terms of all Contract Documents identified, included, or incorporated by reference into the RFP before submitting its Proposal.
- (4) The Proposal was prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
- (5) Neither Proposer nor anyone representing the Proposer offered or gave any advantage, gratuity, bonus, discount, bribe or loan of any sort to the Agency or its agents, employees, or anyone representing the Agency, or engaged in any other type of anti-competitive conduct at any time during this procurement.
- (6) 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.
- (7) Proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.
- (8) If awarded the Contract, Proposer shall utilize in performance of the Contract all resources indicated in its Proposal, including Major Subcontractors, Key Personnel, and Key Design Professionals, to the extent within Proposer's control and through application of Proposer's best efforts.
- (9) If awarded the Contract, Proposer shall make all Key Personnel, including Key Design Professionals, identified in its Proposal available at all times and places required under the terms of the Contract, 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.
- (10) Proposer has the power and authority to enter into and perform the Contract to be awarded, and the Contract, when executed and delivered, shall be a valid and binding obligation enforceable according to its terms.
- (11) If Proposer is a joint venture or partnership, each joint venturer or partner has signed this Quality 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.
- (12) 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 Quality 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.

(13) Proposer intends its Proposal Price to constitute full compensation for performance of all Contract obligations, including those additional minimum Contract requirements proposed in the Quality Proposal and incorporated under Article 11 of the Design-Build Agreement in accordance with the criteria and requirements referenced in section entitled, FIRM OFFER, SCOPE OF FIRM OFFER.

(14) Proposer agrees to be bound by and will comply in all respects with the terms of the resulting Contract upon award.

(15) Agency will not be liable for any expenses incurred by Proposer in preparing and submitting its Proposal or in participating in the Proposal evaluation/selection process.

(16) 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 and be disqualified from further consideration for Contract award and eligibility for receipt of a Proposal stipend.

STATE OF \_\_\_\_\_

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COUNTY OF \_\_\_\_\_

BEFORE ME APPEARING THE UNDERSIGNED AND BEING BY ME DULY SWORN, UPON HIS/HER OATH INDIVIDUALLY AND IN HIS/HER REPRESENTATIVE CAPACITY ON BEHALF OF PROPOSER, DEPOSES AND STATES:

I, the undersigned, am a duly-authorized representative of the Proposer and have been authorized by the Proposer (a) to make in the name of and on behalf of Proposer all acknowledgments, representations, attestations, warranties, and certifications contained herein and elsewhere in the Proposal, (b) to execute this Quality Proposal Signature Page and Proposal Firm Offer and the Price Proposal Cover Sheet and Signature Page on behalf of Proposer, and (c) by my signatures to bind Proposer to the terms of its FIRM OFFER;

And further, that (a) the acknowledgments, representations, attestations, warranties, and certifications contained herein and elsewhere in the Proposal are true and correct, and (b) all copies of the Quality Proposal and Price Proposal submitted with the originals are true and correct copies of the originals.

Proposer/Design-Builder Single Point of Contact (Type or Print):

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

Oregon Department of Transportation

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Telephone Number: (\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_

Cell Phone Number and Pager: \_\_\_\_\_

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

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

E-mail: \_\_\_\_\_

Proposer: \_\_\_\_\_

By: \_\_\_\_\_ \*\*

Signature

Printed Name

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

Proposer FEIN ID# or SSN# (required): \_\_\_\_\_

SUBSCRIBED AND SWORN TO ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC

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

If Proposer is a joint venture or a partnership, each joint venture member or partner of Proposer shall sign this Proposal Firm Offer, and by doing so is signing on behalf of and is thereby binding both itself and Proposer, and each joint venture member or partner and Proposer shall be jointly and severally liable under this Proposal Firm Offer and the Contract.

Joint Venturer/Partner: \_\_\_\_\_

By: \_\_\_\_\_ \*\*

Signature

Printed Name (On behalf of itself and Proposer)

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

Joint Venturer/Partner FEIN ID# or SSN# (required): \_\_\_\_\_

SUBSCRIBED AND SWORN TO ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

Oregon Department of Transportation

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\_\_\_\_\_  
NOTARY PUBLIC

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

Joint Venturer/Partner: \_\_\_\_\_

By: \_\_\_\_\_ \*\*  
Signature

\_\_\_\_\_  
Printed Name (On behalf of itself and Proposer)

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

Joint Venturer/Partner FEIN ID# or SSN# (required):  
\_\_\_\_\_

SUBSCRIBED AND SWORN TO ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC

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

NOTE: Include additional signature pages if necessary for joint venture members' or partners' signatures.

**\*\*THIS QUALITY PROPOSAL SIGNATURE PAGE AND PROPOSAL FIRM OFFER MUST BE SIGNED IN INK. ANY ALTERATIONS, INTERLINEATIONS, OR ERASURES TO THE PROPOSAL MUST BE INITIALED ON THE ORIGINAL COPY IN INK BY THE SIGNATORY TO THIS QUALITY PROPOSAL COVER SHEET AND SIGNATURE PAGE.**