

REQUEST FOR QUOTES (RFQ) #2024-06

Issue Date: April 1, 2024

Project Name:	Concrete Sidewalk Replacement and Tree Root Mitigation		
Quote Due Date/Time:	Tuesday, April 16, 2024, 1:00 PM Pacific Time		
Mandatory Walkthrough Date/Time:	On or before Tuesday, April 9, 2024, 1:00 PM Pacific Time		
Mandatory Walkthrough Location:	Mandatory walkthrough must be arranged and completed no later than date and time referenced in Mandatory Walkthrough Date/Time. Contractor will be required to contact listed Project Coordinator to schedule mandatory walkthrough and will be required to sign-in prior to walkthrough.		
Project Coordinator:	James Lake	Phone:	541-885-1693
		Email:	James.Lake@oit.edu
Contract Coordinator:	Leticia Hill	Phone:	541-885-1133
		Email:	Leticia.Hill@oit.edu

SUBMIT QUOTES VIA EMAIL TO PURCHASING@OIT.EDU

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE
“RFQ #2024-06” IN THE SUBJECT LINE**

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read and understand and comply with all information contained within this Request for Quotes (“RFQ”). All quotes, including any price quotations, are binding upon quoter for sixty (60) calendar days from the Quote Due Date. All payments for services will be paid in accordance with Oregon Revised Statutes (ORS) 293.462. Quotes received after the Quote Due Date/Time indicated above will not be considered, unless it is in the best interest of the university to do so. If authorized in this RFQ, resulting contract, travel, and other expenses will only be reimbursed in accordance with the Oregon Institute of Technology (“Oregon Tech”) Contractor’s Travel Reimbursement Policy in effect at the time the expense is incurred.

It will be the responsibility of the quoter to refer daily to the Oregon Public Universities Business and Bid Opportunities website (<https://www2.wou.edu/nora/orpu.bid.home>) to check for any available addenda, response(s) to clarifying questions, cancellations, or other information pertaining to this RFQ.

2. SCOPE

The purpose of this RFQ is to hire a qualified and licensed Contractor for the removal of existing concrete sidewalks, and construction of new concrete sidewalks located by the College Union (CU) Building and the Learning Resource Center (LRC) Building both located at the Klamath Falls, OR Campus. Contractor is required to provide tree root mitigation as there is severe concrete leveling conditions. Contractor is responsible for consulting with a certified arborist if the project warrants this professional consultation. Contractor is to provide the following services:

College Union (CU) Building – Sidewalk

- Remove and dispose of approx. 2500 sq/ft of damaged concrete sidewalk as referenced in attachment titled CU Building – Sidwalk Plan;
- Remove and replace approx. 60 lin/ft of concrete curb as referenced in attachment titled CU Building – Sidwalk Plan;
- Cut back tree roots 2 ft under grade where needed;
- At least 2” of compacted $\frac{3}{4}$ minus subgrade or as needed; and
- Reinforce with wire fabric.
- Pour and finish 6” 4000 PSI concrete

Learning Resource Center (LRC) Building – Sidwalk

- Remove and dispose of approx. 1160 sq/ft of damaged concrete sidewalk as referenced in attachment titled LRC Building – Sidwalk Plan;
- Cut back tree roots 2 ft under grade where needed;
- At least 2” of compacted $\frac{3}{4}$ minus subgrade or as needed;
- Reinforce with wire fabric; and
- Pour and finish 4” 3000 PSI concrete.

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2 and G.2.3 of the Oregon Tech General Conditions. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Contract:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, April 5, 2024, which can be downloaded at the following web address:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

The Work will take place in Klamath County, Oregon

CU site needs completed prior to May 24, 2024 with the balance of the scope of work completed before June 30, 2024.

BONDS

Given that this is a public works project, the successful quoter will be required to furnish a one hundred percent (100%) performance bond and one hundred percent (100%) payment bond from a surety company licensed to do surety business in the State of Oregon during execution of the contract forms.

3. QUOTE

Quotes should be short and concise with the following information:

- A. Company experience in these types of projects;
- B. Experience of staff who will work on the project;
- C. Fee schedule, on a time and material basis, with a project total not-to-exceed price to complete the project, including a breakdown of the not-to-exceed fee and not-to-exceed reimbursable expenses;
- D. References;
- E. Estimated time to complete the project; and
- F. Any additional information that Oregon Tech should take into consideration for the project or qualifications.

4. EVALUATION

Quote received from the lowest responsive and responsible quoter will be awarded the contract. The “lowest responsive and responsible quoter” is the lowest quoter who has substantially complied with all requirements of the RFQ and who can be expected to deliver promptly and perform reliably.

**OREGON INSTITUTE OF TECHNOLOGY
CERTIFICATION
RFQ #2024-06**

Each quoter responding to this Request for Quotes (“RFQ”) must read, complete, and submit a copy of this Oregon Institute of Technology Certification (“Certification”) with their quote. Failure to do so may result in rejection of quote. By signature on this Certification, the undersigned certifies that they are authorized to act on behalf of the quoter and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

As required in ORS 305.385(6) the undersigned hereby certifies that to the best of the undersigned’s knowledge, the entity is not in violation of any Oregon Tax Laws. For purposes of this Certification, “Oregon Tax Laws” means a state tax imposed by the Oregon Revised Statutes (ORS) 401.792 to 401.816 and ORS Chapters 118, 314, 316, 317, 318, 320, 321, and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620. If a contract is executed, this information will be reported to the Internal Revenue Service (IRS). Information not matching IRS records could subject entity to backup withholding.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women, or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to Oregon Institute of Technology Policy 580-061-0030(3).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned further agrees and certifies that they:

1. Have read, understand, and agree to be bound by and comply with all requirements, instructions, specifications, terms, and conditions of the RFQ (including any and all attachments);
2. Are an authorized representative of the quoter;
3. That the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the quote or contract termination; and
4. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and quote.

Company Name: _____ Date: _____

Signature: _____ Title: _____

Name: _____ Telephone: _____

Email: _____ OR CCB #(if applicable): _____

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

Oregon Certified Minority, Women, or Emerging Small Business: (Mark if applicable and provide certification #)

☐ Minority: _____ ☐ Women: _____ ☐ ESB: _____

Self-Reported Minority, Women, or Emerging Small Business: (Mark if applicable)

☐ Minority: _____ ☐ Women: _____ ☐ ESB: _____

OREGON INSTITUTE OF TECHNOLOGY INSTRUCTIONS TO QUOTERS

Quotes are subject to the applicable provisions and requirements of the Oregon Tech Policy and Oregon Revised Statutes.

QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused, and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Oregon Tech serve to change the RFQ in any way. No other directions received by the quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT THE OREGON PUBLIC UNIVERSITIES BUSINESS AND BID OPPORTUNITIES WEBSITE (<https://www2.wou.edu/nora/orpu.bid.home>) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN, AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDUMS ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Oregon Tech in the specifications are for the purpose of describing and establishing the standard of quality, performance, and characteristics desired, and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility or other requirements. All such brand substitutions shall be subject to approval by Oregon Tech.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Oregon Tech reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **F.O.B. DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the Oregon Institute of Technology Public Improvement Agreement, attached and incorporated herein as **Exhibit A**, may result in quote rejection.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the quoter has read, fully understands, and agrees to be fully bound by and comply with all quote specifications, and the Oregon Institute of Technology Public Improvement Agreement, attached as **Exhibit A**,

(including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.

- 10. QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
- 11. QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Oregon Tech prior to quote closing time. Quotes may also be withdrawn in person before quote closing time upon presentation of appropriate identification.
- 12. QUOTE SUBMISSION:** Quotes must be submitted to Oregon Tech Purchasing and Contract Services Office in the location designated in the introduction of the RFQ via the method indicated. No oral, fax, or telephone quotes will be accepted. Submissions or emails containing Quotes should contain the RFQ number and RFQ title. Electronic quotes may not exceed **25 MB** in file size. This limit cannot be increased, and files of larger size will not be accepted.

QUOTE EVALUATION AND AWARD

- 1. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Oregon Tech generally will not completely review or analyze quotes, which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Oregon Tech generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Oregon Tech that an unsuccessful quote was complete, sufficient, or lawful in any respect.
- 2. DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
- 3. CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
- 4. PAYMENT:** Quotes which require payment in less than thirty (30) days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
- 5. INVESTIGATION OF REFERENCES:** Oregon Tech reserves the right to investigate references and or the past performance of any quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Oregon Tech may postpone the award or execution of the contract after the announcement of the apparent successful quoter in order to complete its investigation. Oregon Tech reserves the right to reject any quote or to reject all quotes at any time prior to Oregon Tech's execution of a contract if it is determined to be in the best interest of Oregon Tech to do so.
- 6. METHOD OF AWARD:** Oregon Tech reserves the right to make the award by item, groups of items, or entire quote, whichever is in the best interest of Oregon Tech.
- 7. QUOTE REJECTION:** Oregon Tech reserves the right to reject any and all quotes.
- 8. QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by appointment.

EXHIBIT A

OREGON INSTITUTE OF TECHNOLOGY PUBLIC IMPROVEMENT AGREEMENT

[Please see attached.]



OREGON INSTITUTE OF TECHNOLOGY
PUBLIC IMPROVEMENT CONTRACT

Contract #

THIS PUBLIC IMPROVEMENT CONTRACT ("Contract") is entered into by and between the Oregon Institute of Technology ("Owner") and ("Contractor").

Project Name: ("Project")

1. **Effective Date.** This Contract shall become effective on the date this Contract has been signed by all parties and all required Owner and governmental approvals have been obtained, whichever occurs later.
2. **Contract Documents.** This Contract shall consist of the following documents, hereby incorporated by reference, and are listed in descending order of precedence:
 - A. This Public Improvement Contract
 - B. The Oregon Institute of Technology General Conditions for Public Improvement Contracts dated February 1, 2017 ("Oregon Tech General Conditions")
 - C. Supplemental Oregon Tech General Conditions [update Liquidated Damages provision, if applicable]
 - D. Exhibit A – Scope of Work
 - E. Exhibit B – Fee Schedule (only if time and material basis)
 - F. Exhibit C – Performance Bond
 - G. Exhibit D – Payment Bond
3. **Contract Price.** The Owner will compensate the Contractor for Work on a ☐ time and material basis subject to a maximum not-to-exceed price of \$; or ☐ in the firm, fixed-price amount of \$; in accordance with the requirements of the Oregon Tech General Conditions for the performance of all Work described and reasonably inferred from the Contract Documents. If the Project is done on a time and materials basis, the Contractor's listing of wage rates, material unit costs and overhead charges for the Work is attached to this Contract.
4. **Scope of Work.** This Project consists of the Scope of Work ("Work") as described in Exhibit A, attached and hereby incorporated by reference.
5. **Representatives.** Contractor has named its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicated below (check one):
☐ Unless otherwise specified in the Work, the Owner designates as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.
☐ Name of Owner's Authorized Representative shall be submitted by owner in a separate writing.
6. **Contract Dates.** The following critical dates are hereby set for this Project. Time is of the essence.

- A. Commencement Date: Within Days of the Notice to Proceed.
- B. Substantial Completion Date:
- C. Final Completion Date:

7. Minimum Wage Rates. (Check one of the following):

☐ Prevailing Wage Rates requirements do not apply to this Project because the maximum compensation for all Owner-contracted Work does not exceed \$50,000.

☐ Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2 and G.2.3 of the Oregon Tech General Conditions. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Contract:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, April 5, 2024, which can be downloaded at the following web address:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

The Work will take place in County, Oregon

☐ Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870 and the Davis-Bacon and Related Acts from the U.S. Secretary of Labor, unless a higher wage rate and fringe benefits are required according to ORS 279C.838, as provided in the Oregon Bureau of Labor and Industries (BOLI) publication titled "Prevailing Wage Rates for Public Works Contracts in Oregon subject to BOTH the State PWR and federal Davis-Bacon Act", which are incorporated herein by reference.

PREVAILNG WAGE RATES for Public Works for State PWR and federal Davis-Bacon Act, can be downloaded at the following web address:

http://www.boli.state.or.us/BOLI/SHD/PWR/pwr_book.shtml

The Work will take place in County, Oregon

8. Liquidated Damages [OPTIONAL]. Failure to complete the Work by the time specified in this Contract will result in actual damages to the Owner. Since actual damages will be difficult or impossible to determine, it is agreed that the Contractor shall pay Owner, not as a penalty but as liquidated damages \$ per Day for each Day elapsed in excess of the Substantial Completion Date.

9. Tax Compliance. Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge Contractor is not in violation of any of the tax laws described in ORS 305.380(4), which include a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the

Oregon Department of Revenue under ORS 305.620. If this Contract is executed, this information will be reported to the Internal Revenue Service (IRS). Information not matching IRS records could subject Contractor to backup withholding.

- 10. Debarment, Suspension, and Other Responsibility Matters.** Contractor hereby affirms that to the best of Contractor's knowledge, Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any federal department or agency, in accordance with 2 CFR 200.213, 2 CFR 200.214, and 2 CFR 180.
- 11. Execution and Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- 12. Integration.** The Contract Documents constitute the entire agreement between Owner and Contractor. There are no other understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

[Signature Page Follows.]

IN WITNESS WHEREOF, this Contract has been signed, as of the dates set forth below, by the duly authorized representatives of the respective parties.

Oregon Institute of Technology

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A SCOPE OF WORK

[INSERT: introduction and purpose of project; define project scope and requirements; identify project tasks, milestones, and deliverables; create project schedule for tasks, milestones, and deliverables; define project requirements and acceptance criteria]

SAMPLE AGREEMENT

**EXHIBIT B
FEE SCHEDULE**

[INSERT]

SAMPLE AGREEMENT

EXHIBIT C
PERFORMANCE BOND

[INSERT]

SAMPLE AGREEMENT

**EXHIBIT D
PAYMENT BOND**

[INSERT]

SAMPLE AGREEMENT