



**REQUEST FOR PROPOSAL  
No. JF161324P**

**Helicopter Services for OSU Seed Certification**

**PROPOSAL DUE DATE AND TIME:**  
February 15, 2013 (3:00 PM, PST)

OSU Procurement and Contract Services Offices are open from 8:00 am – 12:00 noon and 1:00 pm – 5:00 pm.  
Offices are closed during the 12:00 noon – 1:00 pm lunch hour.

**SUBMITTAL LOCATION:**

Oregon State University  
Procurement and Contract Services  
644 SW 13<sup>th</sup> Avenue  
Corvallis, Oregon 97333

## **1.0 GENERAL**

### 1.01 SCHEDULE OF EVENTS:

- Request for Proposal Issue Date.....January 30, 2013
- Deadline for Request for Clarification or Change.....February 7, 2013 (4:00 pm, PST)
- Proposal Due Date and Time.....February 15, 2013 (3:00 pm, PST)

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

### 1.02 PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will not be held.

### 1.03 ISSUING OFFICE:

The Procurement and Contract Services (PaCS) department of Oregon State University (OSU) is the issuing office and is the sole point of contact for this Request for Proposal. Address all concerns or questions regarding this Request for Proposal to the Administrative Contact identified below:

### 1.04 ADMINISTRATIVE CONTACT:

Name: James Figgins  
Title: Procurement Analyst  
Telephone: 541-737-6995  
Fax: 541-737-2170  
E-Mail: James.figgins@oregonstate.edu

### 1.05 DEFINITIONS:

As used in this Request for Proposal, the terms set forth below are defined as follows:

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- c. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- e. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- f. "Request for Proposal" (RFP) means a Solicitation Document to obtain Written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- g. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OAR 580-061-0130.
- h. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Request for Proposal.
- i. "Written or Writing" means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

## **2.0 INTRODUCTION AND BACKGROUND**

### 2.01 INTRODUCTION

Oregon State University (OSU) Procurement and Contract Services (PaCS) is seeking Responsive Responsible Proposers to submit Proposals for four (4) helicopters with pilots and service trucks to support aerial inspection of seed crop fields in the state of Oregon, primarily the Willamette Valley.

### 2.02 BACKGROUND:

The Oregon Seed Certification Service (OSCS) provides a service to the public for the maintenance and increase of quality seed and propagating material. This service is provided to insure variety purity and seed quality through review and retention of crop production records and a series of field and laboratory evaluations. Legislative action taken in 1937 authorized and required the Dean of the College of Agricultural Sciences at OSU to initiate a program for certification of seed in Oregon. The establishment of the OSCS, part of the Extension Service of the Department of Crop and Soil Science has carried out this responsibility. This RFP represents an effort to secure helicopter services to support field evaluations and facilitate the certification of various seed crops and to safely and efficiently accomplish the OSCS mission.

Multiple flights per craft are required to complete the crop inspections. Throughout each flight, there is close coordination and constant communication among pilot and two seed certification representatives. The three sit side by side (on bench seat in helicopter bubble) with pilot and controls in the left seat, seed certification navigator in middle, and observer/recorder in the right. Both navigator and pilot can see the flight map, the observer/recorder has a data recorder. Navigator indicates field to pilot, pilot flies craft to the field to below tree and wire heights and maneuvers craft throughout the field 10 - 20 feet above the grass canopy; navigator and observer note crop data, weeds, isolation status, etc. When inspection of a field is complete, navigator indicates to pilot the direction to the next field. SAFETY and well-being of personnel and equipment must always be the primary importance and concern of the pilot.

### 2.03 OREGON STATE UNIVERSITY:

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is a member of the Oregon University System and one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only Oregon institution to hold the Carnegie Foundation's top ranking for research universities, a recognition of the depth and quality of OSU's graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 25,000 students from every county in Oregon, every state in the country and more than 90 nations.

## **3.0 REQUIREMENTS / SCOPE OF WORK**

### 3.01 SAMPLE CONTRACT:

A sample Contract containing the requirements, scope of work and contractual terms and conditions is included at Exhibit A.

## 4.0 PROPOSER QUALIFICATIONS

### 4.01 MINIMUM QUALIFICATIONS:

In order to qualify as a Responsive Proposer, the Proposer needs to meet the minimum qualifications below. After verification that the minimum qualifications have been met, OSU will award points based on the level of the Proposer's qualifications.

- A. Previous experience demonstrating a clear understanding of the project and scope, importance of safe practices, service to Seed Certification personnel, and continuity in assignments of pilots and use of aircraft.
- B. Proposer must have policies supporting a drug and alcohol free work environment, procedures for approaching, entering, and operating aircraft in hazardous environments including potential for wirestrikes, and emergency plans for incident, crash, and rescue response, including for wirestrikes.
- C. Dun & Bradstreet DUNS number.
- D. Evidence of FAA FAR certificates (i.e., Parts 135, 133, 137)
- E. Evidence of selected inspection program for turbine powered rotorcraft (14 CFR § 409(e)).
- F. If requested the Proposer will, at their expense and at their home base, make the offered helicopters and pilots immediately available for inspection and interview by OSU for compliance with the requirements of this RFP, including test flights and inspection of all maintenance schedules, records and pilot log books.

## 5.0 REQUIRED SUBMITTALS

### 5.01 QUANTITY OF PROPOSAL:

Submit one (1) original Proposal and three (3) copies for evaluation committee. Mark original Proposal as "ORIGINAL". Original should contain original signatures on any pages where a signature is required. Proposals should contain the submittals listed in this section below:

### 5.02 REQUIRED SUBMITTALS:

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If pertinent information or required submittals are not included within the Proposal, it may cause the Proposal to be rejected or have an adverse impact on evaluation.

Proposers should submit the following information:

- Description of how the services offered specifically meet the requirements and specifications described in section 3 with particular emphasis on Attachment A of the contract.
- Detailed information about how the Proposer meets the minimum qualifications detailed in section 4. At a minimum, the Proposer **shall** provide;
  - \* Company policies on a drug and alcohol free work environment and drug abuse testing
  - \* Company policies on approaching, entering, and operating aircraft in hazardous environments having distinct potential for wirestrikes.
  - \* Company policies on emergency plans for incidents, crash and rescue response, including for wirestrikes.
  - \* Examples of previous inspection reports for turbine powered rotorcraft.
  - \* List of previous projects performed similar in services and scope.
- Exhibit B – Certifications, fully completed.
- Exhibit C – References, fully completed.
- Exhibit D – Summary of Helicopter Specifications, fully completed.
- Exhibit E – Pilot-in-Command Logged Hours & Resume, fully completed.
- Exhibit F – Mechanic Resume, fully completed.
- Exhibit G – Service Truck Information, fully completed.
- Exhibit H – Pricing Sheet, fully completed.

## **6.0 EVALUATION AND AWARD**

### **6.01 EVALUATION:**

The stages of review and evaluation are as follows:

- a. **Determination of Responsiveness:**  
OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions or are incomplete may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A proposer has the right to appeal the decision pursuant to OAR 580-061-130(5)(a).
- b. **First Stage Evaluation:**  
Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below in section 6.03. Scores will be used to determine Proposer's within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, Written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers.

- c. **Second Stage Evaluation:**  
If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:
  - i. Issue a Written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
  - ii. Engage in oral or Written discussions with and receive best and final Proposals from all Proposers in the Competitive Range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
    - Informing Proposers of deficiencies in their initial Proposals;
    - Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
    - Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for Proposal. Best and final Proposals will be scored based on the evaluation criteria listed below in section 6.03.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. Contract will be awarded to the Proposer who in OSU's opinion, best meets the requirements and qualifications of the RFP and OSU's needs.

d. Additional Stages of Evaluation:

If after completion of the second stage of evaluation, an award is not made, OSU may add another stage of evaluation using any of the methods outlined in the second stage evaluation above.

**6.02 NEGOTIATIONS:**

OSU may commence serial negotiations with the highest-ranked Proposer or commence simultaneous negotiations with all eligible Proposers. OSU may negotiate:

- a. The statement of work;
- b. The Contract price as it is affected by negotiating the statement of work; and
- c. Any other terms and conditions determined by OSU in its sole discretion to be reasonably related to those expressly authorized for negotiation. Accordingly, Proposers will not submit and OSU will not accept for negotiation, any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation.

Terms and conditions within the sample contract that are unrelated to the statement of work or Contract price may be negotiated after award, but before legal sufficiency review or execution of the Contract.

**6.03 EVALUATION CRITERIA:**

Points will be given in each criteria and a total score will be determined. The maximum points available for each criteria are identified below.

| <u>Evaluation Criteria:</u>                       | <u>Points:</u> |
|---|----------------|
| Operator’s project management                     | 10             |
| Qualifications of Pilots & Mechanics              | 70             |
| Type & Maintenance of Aircraft and Service Trucks | 65             |
| Price of the goods or services                    | 55             |
| <b>Total</b>                                      | <b>200</b>     |

**Operator’s project management:**

The Proposer’s response to the minimum qualifications in section 4.01 will be evaluated for thorough, accurate understanding of the project, as well as expertise and experience regarding similar projects. The references may be contacted and responses will be scored based on the client’s response to questions posed by a member of the evaluation committee. The DUNS number will be used to assess the operator’s financial viability.

**Qualifications of Pilots & Mechanics:**

The resumes will be reviewed and points assigned based on pilot experience and how it relates to this project as well as level of certifications (such as Class 1 over Class 2 Medical), and training.

Pilots may be required to demonstrate proficiency during an OSU evaluation in the activity for which they are being contracted.

**Type & Maintenance of Aircraft and Service Trucks:**

Those proposals offering the preferred make, model, and equipped helicopters, and demonstrating the highest quality, best maintained, helicopters and service trucks will be awarded a higher amount of points than those proposals proposing aircraft and service trucks of a less preferred make, model, specification, and lesser quality, and lower maintenance.

**Pricing:**

Pricing will be awarded points based on the lowest total cost of the proposed helicopter services to OSU. The total maximum number of price points available will be 55.

Pricing: Based on Exhibit G pricing will be awarded possible points for each area as follows:

|  |           |
|--|-----------|
| Category 1: Aircraft rate per hour including pilot:      | 35 Points |
| Category 2: Overnight rate per hour per pilot or driver: | 5 Points  |
| Category 3: Rate per mile to trailer helicopter:         | 5 Points  |
| Category 4: Service Vehicle rate per day:                | 10 Points |

The Proposer who proposes the lowest total cost to OSU will receive the maximum amount of price points. Proposers whose cost per category is higher than the lowest will receive a fewer number of price points in a relational (proportional) manner as described below.

Example of Pricing Points Calculation:

Proposer A's pricing for category 1 is found to be \$400/hr. (the lowest).

Proposer A is awarded 35 Price Points

Proposer B's pricing for category 1 is found to be \$450/hr.

Proposer B is awarded 31 Price Points ( $400/450 \times 35$ )

The points for each price category will be combined to come up with a price point total per proposal.

#### 6.04 INVESTIGATION OF REFERENCES:

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU further reserves the right to consider past performance, historical information and facts, whether gained from the Proposal, Proposer interviews, references, Federal Aviation Administration, OSU or any other source in the evaluation process. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

## **7.0 INSTRUCTIONS TO PROPOSERS**

#### 7.01 APPLICABLE STATUTES AND RULES:

This RFP is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Policies and Procedures.

#### 7.02 REQUEST FOR CLARIFICATION OR CHANGE:

Requests for clarification or change of the Request for Proposal must be in Writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Proposer's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Request for Proposal by issuing an Addendum. Envelopes, e-mails or faxes containing requests should be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

#### 7.03 ADDENDA:

Only documents issued as Written Addenda by PaCS serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. PaCS will notify potential Proposers through publication of the Addenda on the OUS procurement website. If you have received a Request for Proposal you should consult the OUS procurement website, prior to Proposal submittal, to assure that you have not missed any Addenda. Proposers are not required to return Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by

the Addendum into their Proposal. Failure to do so may, in effect, make the Proposal non-Responsive, which may cause the Proposal to be rejected.

#### 7.04 PREPARATION AND SIGNATURE:

All Required Submittals must be Written or prepared in ink and signed in ink by an authorized representative with authority to bind the Proposer. Signature certifies that the Proposer has read, fully understands, and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal.

#### 7.05 PUBLIC RECORD:

Upon completion of the Request for Proposal process, information in your Proposal will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Proposal contains what the Proposer considers a "trade secret" the Proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

#### 7.06 SUBMISSION:

Proposals must be submitted in a sealed envelope and be delivered to the submittal location listed on the Request for Proposal cover sheet no later than the Proposal Due Date and Time. Proposer must specify on the outside of the envelope the Request for Proposal number, the Request for Proposal title and the Proposal Due Date and Time. **E-MAIL OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.**

#### 7.07 MODIFICATION:

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the Proposal Due Date and Time, Proposals may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Proposal. After the Proposal Due Date and Time, Proposers may not modify their Proposal.

#### 7.08 WITHDRAWALS:

A Proposer may withdraw their Proposal by submitting a Written notice to the Administrative Contact identified in this Request for Proposal prior to the Proposal Due Date and Time. The Written notice must be on the Proposer's letterhead and signed by an authorized representative of the Proposer. The Proposer, or authorized representative of the Proposer, may also withdraw their Proposal in person prior to the Proposal Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

#### 7.09 LATE SUBMITTALS:

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time. OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OAR 580-061-0120.

#### 7.10 PROPOSAL OPENING:

Proposals will be opened immediately following the Proposal Due Date and Time at the Submittal Location. Proposer may attend the Proposal opening. Only the names of the Proposers submitting Proposals will be announced. No other information regarding the content of the Proposals will be available.

#### 7.11 PROPOSALS ARE OFFERS:

The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days. OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer. The Proposal must be a complete offer and fully Responsive to the Request for Proposal.



7.12 CONTINGENT PROPOSALS:

Proposer shall not make its Proposal contingent upon OSU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Request for Proposal, its Exhibits, or Addenda.

7.13 RIGHT TO REJECT:

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Exhibits, or Addenda, if upon OSU's Written finding that it is in the public interest to do so. OSU may reject all Proposals for good cause, if upon OSU's Written finding that it is in the public interest to do so. Notification of rejection of all Proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a Proposal.

7.14 AWARDS:

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. OSU reserves the right to delete any item from the award when deemed to be in the best interest of OSU.

7.15 LEGAL SUFFICIENCY REVIEW:

Prior to execution of any Contract resulting from this Request for Proposal, the Contract may be reviewed for legal sufficiency by a qualified attorney for OSU pursuant to the applicable Oregon Revised Statutes and Oregon Administrative Rules. Legal sufficiency review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

7.16 PROPOSAL RESULTS:

A notice of intent to award containing the Proposal results will be issued to all Proposers. The Proposal file will be available for Proposer's review during the protest period at the PaCS Department. Proposers must make an appointment with the Administrative Contact to view the Proposal file. After the protest period, the file will be available by making a Public Records Request to OSU.

7.17 PROPOSAL PREPARATION COST:

OSU is not liable for costs incurred by the Proposer during the Request for Proposal process.

7.18 PROPOSAL CANCELLATION:

If a Request for Proposal is cancelled prior to the Proposal Due Date and Time, all Proposals that may have already been received will be returned to the Proposers. If a Request for Proposal is cancelled after the Proposal Due Date and Time or all Proposals are rejected, the Proposals received will be retained and become part of OSU's permanent Proposal file.

7.19 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:

Any Proposer who feels adversely affected or aggrieved may submit a protest within seven (7) calendar days after OSU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at OAR 580-061-0145.

**OREGON STATE UNIVERSITY**  
**CONTRACT FOR THE PURCHASE OF**  
**HELICOPTER SERVICES FOR OSU SEED CERTIFICATION**  
**CONTRACT NO. JF161324P**

This Contract is between the State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University and its Seed Certification Program ("OSU"), and [Contractor's name] ("Contractor").

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposal number JF161324P entitled Helicopter Services and was selected as the Proposer best able to provide this service; and

WHEREAS, Contractor understands the requirements for the services outlined in this Contract, and is willing and able to provide, in accordance with the terms of this Contract, the services;

NOW, THEREFORE, OSU and Contractor agree as follows:

**1. CONTRACT TERM AND TERMINATION:**

**A. CONTRACT TERM.**

This Contract is effective on the date of last signature and expires on (OPTION 1:) [insert date]. This Contract may be renewed, upon mutual agreement of the parties through written amendment, for nine (9) additional one (1) year terms based on the current terms and conditions provided that the total Contract Term does not extend beyond ten (10) years or as otherwise allowed by law.

**B. TERMINATION.**

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive sufficient legislative appropriations (or from applicable federal, state, or other sources) to permit OSU, in the exercise of its reasonable administrative discretion, to fulfill its obligations under this Contract, or if the OSU program for which this Contract was executed is abolished.

This Contract may also be terminated by OSU for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. The rights and remedies of OSU provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**C. REMEDIES FOR CONTRACTOR'S DEFAULT.**

In the event Contractor is in default, OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with

Contractor to sell the services to OSU at a reduce price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

## **2. STATEMENT OF WORK:**

### **A. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

Contractor shall provide OSU with the services per Attachment A during the Term of this Contract:

### **B. ACCEPTANCE OF SERVICES.**

Services furnished under this Contract are subject to acceptance by OSU. If OSU finds services furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the services, require Contractor to correct any defects without charge, or negotiate with Contractor to reduce the price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may reject the services and cancel the Contract in whole or in part.

### **C. BUSINESS REVIEWS.**

Contractor will participate in Business Reviews as requested by OSU Procurement and Contract Services. Business Reviews will be scheduled by the Contract Administrator in OSU Procurement and Contract Services and will include attendance by OSU representatives, and Contractor's Regional Representatives. The reviews may include discussion of Contract terms and conditions, work performed under the Contract, financial data, proposal of Contract improvements for increased service or lower costs, and any potential changes to the Contract.

## **3. COMPENSATION:**

### **A. BASIS OF PAYMENT FOR SERVICES.**

OSU shall pay Contractor all amounts due for services completed and accepted by OSU at the end of each season: Pricing as specified in Attachment B.

Contractor shall send invoices to OSU within ten (10) days of the completion of the services.

Contractor shall include in each invoice:

- a. The Contract number;
- b. The aircraft N#
- c. The Pilot name
- d. The Total flight hours per aircraft
- e. The number of days of associated truck service
- f. The total amount due and the payment remittance address.

Contractor shall send all invoices to Oregon Seed Certification Service, 031 Crop Science Bldg, Corvallis, Oregon 97331-3003.

OSU shall pay Contractor for services performed at the prices and rates specified herein. Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor. Payment of OSU contracts is normally made within 30-45 days following the date the invoice is received. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance (ORS 293.462).

## B. PRICE INCREASES

Contractor shall keep the pricing specified in Attachment B the same throughout the initial Term of the Contract. Contractor may negotiate price increases after the initial Term for subsequent renewal periods. Contractor shall submit any proposed changes to pricing in writing to PaCS for consideration at least ninety (90) days before the annual renewal period.

## 4. INSURANCE AND INDEMNIFICATION:

### A. LIABILITY INSURANCE.

During the term of this Contract, Contractor shall maintain in force at its own expense the following insurances, if marked, to cover injury, death, errors, omissions or negligent acts related to the goods or services provided under this Contract in the amounts listed below.

- Commercial General Liability
- Aircraft Liability
- Commercial Auto

Contractor shall ensure that insurance policies are issued by an insurance carrier authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII, or such other insurance carrier approved in writing, in advance, by OSU. Contractor shall ensure that OSU's employees and agents are included as additional insureds in said insurance policy.

Limit for any single claimant per occurrence:

From commencement of the Contract term to June 30, 2013: \$1,800,000.

July 1, 2013 to June 30, 2014: \$1,900,000.

July 1, 2014 to June 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, paragraph 3 (Senate Bill 311).

Limit for all claimants per occurrence:

From commencement of the Contract term to June 30, 2013: \$3,600,000.

July 1, 2013 to June 30, 2014: \$3,800,000.

July 1, 2014 to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, paragraph 3 (Senate Bill 311).

Property Damage:

Limit for any single claimant per occurrence: \$101,400.

Limits for all claimants per occurrence: \$506,900.

This amount is effective on July 1, 2011 – June 30, 2012 and will be adjusted every year thereafter as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, paragraph 5 (Senate Bill 311).

### B. WORKERS' COMPENSATION.

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

### C. PROPERTY INSURANCE.

The Contractor must maintain Property Insurance during the term of the Contract that covers all property used for Contract work and all Contractor-owned property that is stored at OSU.

**D. PRIMARY COVERAGE.**

Insurance carried by Contractor under this Contract shall be the primary coverage and OSU's insurance is excess and solely for damages or losses for which OSU is responsible.

**E. CERTIFICATES OF INSURANCE.**

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the OSU Contract Administrator, upon request. In such case, Contractor shall ensure that the Certificate(s) specifies all additional insureds (or loss payees). Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

**F. NOTICE OF CANCELLATION OR CHANGE.**

Contractor shall not cause or permit any cancellation, material change, potential exhaustion of aggregate limits or notice of intent not to renew insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to OSU's Contract Administrator.

**G. INDEMNITY AND RESPONSIBILITY FOR DAMAGES.**

a. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any willful or negligent act or omission of Contractor, its subcontractors, or employees under this Contract. Contractor shall save, defend, indemnify, and hold harmless OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees from all claims, suits, and actions resulting from or arising out of the willful or negligent acts or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract.

b. Without limiting the generality of this section a., Contractor expressly agrees to defend, indemnify, and hold OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses and damages arising out of or related to any claims that the services or any other tangible or intangible goods delivered to OSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or OSU's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that OSU shall provide Contractor with prompt written notice of any infringement claim.

c. Contractor shall have control of the defense and settlement of any claim that is subject to a. or b.; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

**5. GENERAL TERMS AND CONDITIONS:**

**A. ACCESS TO RECORDS AND AUDIT.**

Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. OSU, the Oregon

State Board of Higher Education, Oregon Secretary of State, federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for OSU's review for at least six years beyond the Term of the Contract unless OSU authorizes a shorter period in writing. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU.

OSU shall have the right to an independent third-party audit of the Contractor's records associated with or related to the goods or services provided for under this Contract. OSU may request an independent third-party audit no more than one time per calendar year. OSU will determine the time-period that will be the subject of the audit. However, the entire term of the Contract, including the original term and any subsequent renewals or extensions, may be the subject of the independent third-party audit at anytime. Contractor shall bear the full cost of such independent third-party audit.

**B. ASSIGNMENT/SUBCONTRACT/SUCCESSORS.**

Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the OSU Procurement and Contract Services Department, and any attempt by Contractor to assign, sell, transfer, or subcontract rights or delegate responsibilities under this Contract, without first acquiring written approval of the OSU Procurement and Contract Services Department, is void. No such written approval from OSU relieves Contractor of any obligations of this Contract, however, and any assignee, new owner, transferee or subcontractor will be considered an agent of Contractor. Contractor shall remain liable to OSU under the Contract as if no such assignment, sale, transfer, or subcontract had occurred. The provisions of this Contract are binding upon and will inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

**C. APPLICABLE LAW; JURISDICTION AND VENUE.**

- a. This Contract is governed and shall be construed in accordance with the laws of the State of Oregon, without resort to any other jurisdiction's conflict of law rules or doctrines. Any claim, action, or suit between OSU and Contractor that arises out of or relates to performance of this Contract must be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon.
- b. Notwithstanding the foregoing paragraph, if a claim must be brought in federal forum, it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon. This paragraph applies to a claim brought against OSU only to the extent Congress has validly abrogated OSU's sovereign immunity and is not consent by OSU to be sued in federal court. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- c. Except as set forth in the paragraph above, the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

**D. COMPLIANCE WITH APPLICABLE LAW.**

The parties shall at all times comply with all federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v)

the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

E. CONFIDENTIALITY.

This Contract is subject to the limitations and conditions of the Oregon Public Records Law, ORS 192.410-192.505.

F. EXECUTION AND COUNTERPARTS.

This Contract may be executed by facsimile or PDF and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

G. FORCE MAJEURE.

Neither OSU nor Contractor shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, OSU's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if a default or delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

H. GOVERNMENT EMPLOYMENT STATUS:

Contractor certifies that it is not currently employed by the federal government and not an employee of OSU.

I. INDEPENDENT CONTRACTOR STATUS.

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265.

J. MWESB REPORTING LANGUAGE PROVISION.

Upon request by OSU, Contractor is required to provide a report on the dollar volume of products provided under the Contract which are purchased by the Contractor from firms which are defined as follows:

**Disabled Veteran Enterprise** means a business that is at least 51% owned by one or more disabled veterans. A disabled veteran is a veteran of the military, naval, or air service of the United States with a service connected disability who is a resident of the State of Oregon. To qualify as a veteran with a service connected disability, the person must be currently declared by the United States Veterans Administration to be 10% or more disabled as a result of service in the armed forces. The business must be licensed and registered in the state of Oregon.

**Disadvantaged Business Enterprise (DBE)** is a small business with average annual gross receipts less than \$17,420,000. The business must be owned and controlled by one or more socially and economically disadvantaged individual(s). The one or more socially and economically disadvantaged individual(s) must have made a contribution of capital to the business, which is

commensurate with their ownership interest. Socially and economically disadvantaged individual(s) are people who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as members of a group without regard to their individual qualities. The business must be independent. The business must be licensed and registered in the state of Oregon.

**Emerging Small Business**, (defined in ORS 200.005), is a licensed and registered business located in Oregon for which the average annual gross receipts for the three previous tax years do not exceed \$3,266,219 for construction and \$1,088,740 for non-construction businesses. The business must have fewer than 29 employees.

**Minority Business Enterprise**, (defined in ORS 200.005), is a business which is at least 51% owned by one or more minority individuals or, in the case of any publicly owned business, at least 51% of the stock of which is owned by minority individuals. Minority individuals are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The business must be licensed and registered in the state of Oregon.

**Women Business Enterprise**, (defined in ORS 200.005), is a business which is at least 51% owned by one or more women. The woman or women must have managerial and operational control over all aspects of the business. The one or more women owner(s) must have made a real and substantial contribution of capital or expertise to the business, which is commensurate with their ownership interest. The business must be licensed and registered in the state of Oregon.

This report shall be in consolidated form showing all such purchases under the Contract. This report will be provided on an annual basis to OSU. This report will provide a cumulative figure that shows year to date amounts for each supplier ownership category.

K. NOTICE.

All notices or other communications under this Contract must be in writing and, unless otherwise expressly set forth in this Contract, shall be delivered in person, by email (and confirmed by mail), first class mail, fax (and confirmed by mail), registered or certified mail, or overnight delivery service to the other party at its respective address, email address, or fax number set forth below. All notices are effective upon receipt by the party to be notified.

|  |   |
|--|---|
| <u>OSU Contract Administrator</u> and: | <u>OSU Seed Cert. Administrator</u>       |
| James Figgins                          | Dennis Lundeen                            |
| Procurement Analyst                    | Manager and Seed Certification Specialist |
| 644 SW 13 <sup>th</sup> St             | 031 Crop Science Building                 |
| Corvallis, OR 97333                    | Corvallis, Oregon 97331-330               |
| 541-737-6995                           | 541-737-4513                              |
| 541-737-2170                           | 541-737-2624                              |
| James.figgins@oregonstate.edu          | Dennis.lundeed@oregonstate.edu            |

CONTRACTOR Contract Administrator

[Name]  
[Title]  
[Address]  
[City, State, Zip]  
[Phone Number]  
[Fax Number]  
[E-Mail Address]



L. ORDER OF PRECEDENCE.

In the event of a conflict, all the terms and conditions of this Contract, its exhibits, and any amendments thereto supersede all terms and conditions on any forms used by the Contractor.

M. OSU NAME AND TRADEMARK.

Contractor's shall not use names, marks or trademarks identifying OSU, or any department or office of OSU, or in any other way identify OSU without prior written approval from OSU's Office of University Advancement.

N. PARKING.

All Contractors, vendors and commercial vehicles on the OSU campus are required to have a permit to park, whether utilizing designated street parking or parking in the parking lots. Permits are available for purchase at Transit & Parking Services, located in Adams Hall, 606 SW 15th Street.

O. RECYCLABLE PRODUCTS.

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

P. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION:

Services supplied under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

Q. SALES AND USE TAXES.

OSU shall pay all applicable sales, excise, or use taxes in connection with this Contract. Invoices shall separately identify all such taxes and shall include either Contractor's sales tax or use tax permit number. Contractor shall be responsible for all other taxes, including taxes based upon Contractor's income. Contractor shall indemnify, defend, and hold harmless OSU from and against any interest, penalties, or other charges resulting from the non-payment or late payment of taxes or other charges for which Contractor failed to invoice OSU or which Contractor otherwise failed to pay in a timely manner.

R. SEVERABILITY.

The invalidity, illegality or enforceability of any provision of this Contract shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Contract.

S. SEXUAL HARASSMENT.

The State Board of Higher Education has adopted polices applicable to Contractors that prohibit sexual harassment, and Contractor's company and employees are required to adhere to OSU's policy prohibiting sexual harassment in their interactions with members of the OSU community.

T. SURVIVAL.

The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

U. NO THIRD PARTY BENEFICIARY.

OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties

V. WAIVER.

The waiver by either party of any breach of this Contract by the other party shall not waive subsequent breaches of the same or different kind. The failure of either party to enforce any rights under this Contract in a particular instance shall not operate as a waiver of said party's right to enforce the same or different rights in subsequent instances.

W. ENTIRE CONTRACT.

This Contract, including all documents referred to herein and attached hereto, constitutes the entire agreement between the parties and supersedes all prior representations, understanding and agreements between the parties. No amendment, consent, or waiver of terms of this Contract shall bind either party unless in writing and signed by authorized representatives of each of the parties. Any such amendment, consent, or waiver is effective only in the specific instance and for the specific purpose given.

**6. CERTIFICATIONS AND SIGNATURES:**

This Contract must be signed in ink by an authorized representative of Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- B. Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.
- C. Pursuant to OAR 580-061-0030, Contractor certifies that Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts;
- D. The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and 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.

Each of the parties has caused its duly authorized representative to execute this Contract on the date set forth in its respective signature block below.

**CONTRACTOR:**

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

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

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

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

**OSU:**

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

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

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

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

## Attachment A Requirements and Scope of Work

- a) **Equipment and Employee Minimums:** Contractor to provide a minimum of four (4) helicopters, pilots and service trucks; Contractor must have the ability to move in a substitute helicopter, should one of the initial four be unable to continue on the project. The Contractor must be the actual owner of the aircraft and service trucks with aircraft N-Numbers registered in the company name. The pilots shall be employees of the successful Contractor.
- b) **Anticipated Total Project Flight Hours Per Area:** Total project flight hours are anticipated to be about 85-145 hours and geographically distributed approximately as follows:
- A. Clackamas County and the northern half of Marion County: 20-35 hours
  - B. Southern half of Marion County and the northern part of Linn County: 15-30 hours
  - C. Southern Polk County and Benton, Lane and Linn Counties: 30-50 hrs.
  - D. Western Multnomah, Washington, Yamhill, and northern Polk Counties: 25-40 hours
  - E. Additional helicopter services may be purchased and resulting Contract for support elsewhere in Oregon (10-30 hours).
- c) **Project Dates and Description of Procedures:** Within the Willamette Valley, the project period can begin on or about mid-May and may continue through mid-June. Weather conditions may require extension of these dates, and flying on weekends may be necessary. Due to weather uncertainty, minimum daily flight hours cannot be guaranteed.

A normal day's service by one helicopter under this Contract is estimated at approximately three to five, 1.3 to 2 hour flights. Each flight will have two OSU Seed Certification representatives, one serving as navigator and the other as the observer/recorder.

An initial point of departure within each of the four geographical areas will be specified by OSU; usually the initial point will be a public or private airport or the contractor's home base. Locations for refueling and for leaving the craft overnight will generally be local public or private airports or locations on farms as arranged by the Seed Certification personnel. Refueling must be available as required during the day at remote locations without having to return to the pilot's and/or helicopter's home base or other airports. Refueling locations are various surfaces, usually level or very slightly sloping, and variously bare ground, gravel, rock pad, cement, gravel and grass, cut grass.

Flying in support of seed crop inspections requires slow maneuvering in all directions within the borders of each field (some fields are on hilly terrain) at approximately 10' – 20' above the crop (below the level of local electric power lines, telephone lines, transmission lines, tree tops and rooftops), then lifting out of the field in the direction of the next field to be inspected. Many fields have wires within and crossing them. The types of wires range from single lines looping out to a pump or crossing a field (sometimes with poles hidden in trees or behind buildings, to multiple local electric and phone lines, to massive cross country transmission lines.

Inspection data maybe logged into electronic hand-held computers while in flight; these computers are property of OSCS.

Occasionally the pilot may be asked to fly to a specified Global Positioning System (GPS) way-point, or to provide a GPS way-point while in flight over a specified location.

In the event that the helicopters assigned under this Contract are rendered incapable of flight for any reason, the contractor will, with the consent of OSU and with no additional cost to OSU and with no increase in rates to OSU, move in a replacement helicopter. The backup helicopter will have equal performance and equipment. Replacement helicopter delivery to occur by 8:00 AM the following day, or

sooner, to the same location or alternate location approved by OSU, to carry out the terms of this Contract. Throughout the delay, Contractor must keep the OSU Seed Certification Administrator or designee, informed of plans, actions and schedule for delivering the replacement helicopter to the project site.

d) **Minimum Standards and Qualifications:** All aircraft and pilots used by OSU will meet all federal aviation regulations applicable to the flight. In addition, the following standards will apply:

**1) Operator (Owner) Qualifications:**

- I. Operators providing personnel transportation must possess a FAR Part 135 Air Taxi Commercial Operators Certificate; with N #'s identified in their FAR Part 135 file. Operators are preferred who are operating under multiple FAR certifications (Parts 133 and 137) and including 135.
- II. Operator will be required to maintain insurance coverage as required by the State of Oregon and as specified in this RFP.
- III. Operator must have a documented policy on a drug and alcohol free work environment, and on drug and alcohol abuse testing.
- IV. Operator must have documented procedure that addresses how the pilot will approach, enter and operate within hazardous environments having the distinct potential for wirestrikes.
- V. Operator must have a documented emergency plan for incident, crash and rescue response, including for wirestrikes.
- VI. Operator must have a documented policy regarding minimum number of minutes of fuel to land with.
- VII. Operator must demonstrate how they are committed to achieving the highest level of safety and reliability throughout all phases of its operation.
- VIII. Operator must demonstrate how they plan to maintain the same pilots and craft on this project throughout the life of the contract, and make concerted and reasonable effort to schedule the same pilots and craft to the OSCS project in subsequent years, should the contract be extended.

**2) Pilot Qualifications:**

- a) Pilots must possess a current and valid FAA commercial pilot certificate with appropriate ratings for the equipment to be flown under this Contract, and a current and valid Oregon Commercial Driver License
- b) Pilots must possess a current and valid first or second class FAA medical certificate; Class 1 is preferred. A pilot, whose age at the beginning of the month in which his/her annual physical is due, is 40 years old or more, must have an electrocardiogram (EKG) showing an absence of myocardial infarction.
- c) Any pilot who is actively engaged in OSU Seed Certification Program flight operations, must immediately report to the Contractor any known medical deficiency that would make them unable to meet the requirements for their current medical certificate. The Contractor will immediately inform the OSU Seed Certification Project manager of any pilot who must be replaced on the project.
- d) Pilots will be required to substantiate Pilot-in-Command (PIC) time with logbooks.
- e) Helicopter pilots will have accumulated, as PIC, the following minimum flight times:
  - i. Helicopter total all weight classes and models 3000 hours
  - ii. Time in the weight class to be flown for this project 2000 hours
  - iii. Time in this weight class with turbine engine 1500 hours
  - iv. Time in weight class, flying near the ground in close proximity to hazards such as wires, trees, poles, towers, antennas, guy wires, wind generators; types of flying would include crop dusting, forest or agricultural spraying, search and squirt (spot spraying from helicopter), animal damage survey and control, animal gathering and capturing, animal eradication and tagging, drip torch, transmission line pulling, Christmas tree harvest 2000 hours to be
  - v. Time in proposed make and model within last 12 months 200 hours
  - vi. Time flying for Seed Certification seed crop field inspection 70 hours, in addition to those accumulated under 2.e.iv.

If circumstances warrant, and safety considerations are not compromised, certain requirements may be waived. These limited waivers may be appropriate primarily for experienced Seed Certification contract pilots who do not meet the recent short term flying time requirements.

Such waivers may only be made by the Seed Certification Project Manager, or an individual designated by him or her.

A pilot's time in weight class to be flown for this project at low-level flying with physical hazards (Item 2.e.iv.) may be substituted for time flying for Seed Certification seed crop field inspection (Item 2.e.vi.). Six hours in "very low level" flying, close to ground and in the presence of physical hazards may substitute for one hour in "flying for Seed Certification field inspection, except where accumulated under valid Pilot Qualification – Helicopter Operations Cards issued by the US Office of Aircraft Services or the USDA Forest Service, then the substitution rate may be four for one, respectively. If substituted hours are required to qualify a pilot for this project, then the 2000 required hours in section 2.e.iv. is increased by the number of substitution hours at the six to one, or four to one rates.

- f) No individual will serve as an aircraft pilot or fuel truck driver while taking, or under the influence of, any drug or medication that affects that person's faculties in any manner contrary to safety.
- g) Other than replacement at OSU request, Contractor shall make every effort to maintain the same primary and relief pilots throughout the duration of the Contract.
- h) OSU may exercise the right to disapprove any pilot who does not meet OSU expectations for responsibility, safety and effectively working with the Seed Certification navigator to place the craft where needed to perform the required inspections, or to achieve maximum safety and comfort of the onboard Seed Certification personnel.

### **3) Aircraft specifications:**

- a) Either Bell Soloy 47G-3B-1, 47G-3B-2, or 47G-3B-2A, with C20 or C20B engines or models modified to comply with the specifications for the Bell 47G-3B-2A with the Soloy turbine conversion, 600 or 900 series transmission (900 series preferred), and with weighted rotor blades and at least 57 gallon fuel tanks; or
- b) Hiller 12E with Soloy turbine conversion (if a Hiller 12E is proposed, then equipped with long range tanks is preferred)
- c) The specified models of Bell helicopters are preferred over the Hiller 12E for this crop inspection project
- d) Turbine engines must be equipped with Particle Separator and Mist Eliminator System, or the Barrier Filter System (preferred).
- e) Full wrap around bubble
- f) 280 hp or greater
- g) Three side-by-side seating, including the pilot
- h) Controls in the left seat
- i) Intercom communications for each seat, providing clear, static free, unbroken, "hands free" communications among the pilot, navigator and observer/recorder
- j) Removable doors
- k) If a Hiller 12E is proposed, then operator must have in-house capability to perform main rotor blade balancing, and evidence will be required to document that such balancing was performed in preparation of the craft specifically for this project, and not just at the last 100 hour or annual maintenance, unless such maintenance immediately preceded this project, and with no intervening external load flying time. Balancing results may show no more than a maximum of 0.2 ips lateral and vertical [1:1] (manufacturer's name and model of balancing instrument must be provided in proposal; balancing with a digital balancing instrument is preferred).

### **4) Aircraft Equipment:**

- a) All aircraft shall be equipped with instruments that are in good, operable condition and approved for use with each aircraft make and model, including but not limited to:
  - I. Magnetic compass
  - II. Free Air-temperature gauge
  - III. Instrument lights, navigation lights, landing lights, and anti-collision beacon.
  - IV. Flight meter (Hobbs or equal) recording in hours and tenths of hours and connected and activated to record flight time only.

- b) All aircraft shall have a First Aid Kit as a minimum comparable to the No. 25 Industrial Kit (size 2 ½ " x 7 ¼" x 10 ½')
- c) A fire extinguisher minimum 4 BC as required by FAR 135 shall be installed on all aircraft within reach of the pilot; fire extinguishers shall contain Halon.
- d) All helicopters shall be equipped with FAA approved lap seat belts and double-strap shoulder harness systems for all occupants. Shoulder straps and lap belts shall fasten with one single-point, metal-to-metal, quick-release mechanism.
- e) Helicopters will have 360 channel or greater VHF communications capability. The pilot will have VHF communications without disconnecting the intercom system.
- f) Helicopters shall be equipped with fully operational helmets of suitable size and size adjustable, with crushable ear cups, specified chin strap test weight, (capable of hands-free communications on intercom radios) for each occupant on the flight. Flight helmets for helicopter usage must conform to a national certifying agency standard, such as DOT, Snell-95, SFI, or an appropriate military standard, and be compatible with required avionics. Flight helmets currently meeting this requirement are the SPH-3, SPH-4, SPH-5, SPH-4B, SPH-8, HGU-56 and HGU-84. Helmets designed for use in fixed wing aircraft do not provide adequate protection for helicopter occupants and are not approved for helicopter use.
- g) Helicopters shall be equipped with white strobe light, clearly visible from above, for daytime operation.
- h) Helicopters shall be equipped with Global Positioning Satellite (GPS) instrument.

**5) Support Equipment:**

- a) One service truck will be provided with each helicopter. One helper with basic knowledge of the truck and aircraft operations will attend the service truck.
- b) The service truck will be capable of supporting the operation for which the aircraft was hired. The service truck shall be properly maintained, clean (inside and out) and shall be reliable.
- c) The service truck tank(s) shall have helicopter fuel capacity sufficient to sustain eight (8) hours of flight. Tanks will be securely fastened to the truck bed, be constructed with internal baffles, and shall have a sump or sediment settling area of adequate capacity to provide uncontaminated fuel to the filter. A ten-gallon per minute filter and pump is the minimum size acceptable; filter and pump sizes shall be compatible with the helicopter being serviced. Fuel in barrels is not acceptable.
- d) The service truck shall be equipped with a fuel filtering system, a minimum 15 BC fire extinguisher, and an adequate grounding system.
- e) Three-stage or single-stage fuel filtering systems will be acceptable. The elements and filter canisters will be manufacturer's specifications. The first and third stage elements of a three-stage system and the elements of a single-stage system shall be new and installed by the vendor at least annually. The separator element (Teflon screen) of a three-stage system will be inspected, cleaned and tested as prescribed by the manufacturer. The filter assembly shall be placarded with filter change date and type. The bottom of the filter assembly shall be mounted to allow room for at least a quart size jar to be inserted under the drain for draining and pressure flushing of the unit. Water sight gauge balls will be visible, if so equipped.
- f) All fuel will be supplied by the Contractor and will comply with Aircraft Manufacturer's recommendations and applicable FAA standards.
- g) Each service truck must have full sized front and back seats available for transporting four adult occupants during this project.

**6) Aircraft Certification, Maintenance, and Inspections:**

- a) Aircraft proposed for use in the Seed Certification flight project will have been certified by the Federal Aviation Administration (FAA) and issued a standard airworthiness certificate in the Normal, Transport, or Utility Category.
- b) Aircraft proposed for use in the Seed Certification flight project must have been inspected and determined to be in an airworthy condition, in accordance with Federal Air Regulation (FAR), Part 91.409. This inspection will have been completed within the preceding 100 flight hours and 12 calendar months of the date of intended use.

- c) All aircraft components that have time in service limitations will be inspected and replaced or overhauled according to the manufacturer's requirements, regardless of category of operation, and in compliance with FAR Part 135 requirements.
- d) Contractor will maintain records that verify all aircraft, offered in response to this RFP, have been inspected, maintained and overhauled to meet all applicable FAA and aircraft manufacturer's requirements.
- e) Maintenance records for aircraft used in the Seed Certification flight project will be maintained in accordance with FAR, Part 91.417.

**7) Maintenance and Operation of Aircraft for Safety and Reliability:**

- a) All aircraft used in the Seed Certification flight project will meet all Aviation Regulations for safety.
- b) All applicable FAA Airworthiness Directives and all manufacturers' mandatory service Bulletins that are listed in the operator's FAA Operations Specification will be complied with prior to the performance of this Contract.
- c) Unless an FAA approved progressive maintenance schedule is in effect, all aircraft will, as minimum, be maintained in accordance with the manufacturers' recommended, or federal aviation regulation required, 100-hour inspection procedure for the aircraft. Other manufacturer's recommended inspections within 100-hour intervals will also be completed prior to project start date. In no case may regularly scheduled maintenance and servicing be allowed to occur during the time of the Seed Certification project, nor may any regularly scheduled maintenance and servicing be deferred to after the completion of the Seed Certification project, if doing so will cause a component to remain in service in excess of the specified total time of the time-life component, or hours exceeded between required servicing.
- d) New or overhauled engines and helicopter transmissions will have accumulated a minimum of five hours flight with no detection of metal chips upon flushing and inspection of filters before use under this Contract.
- e) Aircraft will not be used when engine time reaches manufacturer's recommended inspection/overhaul time, and/or when the airworthiness limitation has been reached for any so designated component, including the power plant components.
- f) Immediately prior to the project start date, Contractor will provide to Seed Certification Administrator, or designee, a comprehensive report of maintenance and service status for each craft, including regularly tracked data as installation dates and aircraft and component total times, service life and time remaining, such data arranged to permit a rapid assessment of remaining time for each component. Results of main rotor balancing will also be provided; once balanced, craft will not be used for other flying prior to the Seed Certification project.
- g) The aircraft will be properly adjusted for Weight & Balance for three adult occupants, and without external equipment and load.
- h) On board communications system on each offered craft with offered helmets must be tested prior to start of project to ensure proper functioning. All communications shall be hands free and provided through microphone and ear pieces that are integral with the contractor provided helmets. Contractor shall conduct testing with three people on-board, wearing helmets, and in the air to ensure correct operation in operating conditions.
- i) Within one to two weeks prior to start of project, or as close thereto as is possible to schedule, Seed Certification and Contractor will schedule a pre-project safety meeting to occur at Seed Certification offices, and to be attended by Seed Certification representatives and pilots. Purpose is to review procedures and discuss all procedures in relation to safety and ability to conduct sufficient seed crop inspections. There may also be post-project debriefings at Contractor's office to share and evaluate new project specific developments.
- j) OSCS recognizes that the pilot is the aircraft commander and has the final authority to cancel or postpone any flight, which in his/her judgment is unsafe or unwise because of weather, malfunction of the aircraft, or for any other reason which may affect the safety of the flight. The pilot has final authority as to the aircraft's operation, preflight, reserve fuel, loading and duration of flights, and shall not be required to operate under conditions beyond his/her capability. The pilot shall comply with Seed Certification procedures unless, in the pilot's judgment, such compliance will be in violation of an applicable Federal or State regulation. The pilot shall terminate any flight at the



request of a Seed Certification representative and shall terminate flight activities for the remainder of a day at the request of a Seed Certification representative.

- k) Pilots will ensure that in-flight precautions are taken to avoid infringement on “congested areas” as referenced in FAA FARS. Pilots will immediately maneuver craft away from any vicinity where the craft is causing disturbance to person(s) and/or animals on the ground; the craft may not be used to harass wildlife while in the service of the OSCS project.
- l) The pilot is responsible for the safe operation of the aircraft and will insure that Safety Requirements are strictly adhered to. Pilot shall conduct pre-flight and post-flight inspections to ensure proper functioning of all systems and the integrity of the aircraft. There shall be NO SMOKING during aircraft operation or refueling, or while transporting Seed Certification personnel in the service truck.
- m) Single engine passenger flights during instrument conditions are prohibited.
- n) All pilots flying OSU missions will be subject to the following flight limitations. All work related flying time shall count toward the limitations. Pilot flight time limitations are as follows:
  - I. A pilot may fly no more than 8 hours per day of ferrying, reconnaissance, and personnel transport work.
  - II. No pilot may exceed 40 hours of flight time in any 7 consecutive days.
- o) Pilots engaged in OSU Seed Certification operations must consistently demonstrate the following traits:
  - I. Positive flying safety attitudes and habits to achieve maximum safety, health and comfort for Seed Certification personnel.
  - II. Positive attitude regarding requirements and procedures for aerial inspections of seed crop fields.
  - III. Emotional stability under the stress of low-level aircraft operations required for seed crop field inspections.
  - IV. Positive attitude to work and communicate effectively with Seed Certification personnel.
  - V. Willingness to learn the requirements of a seed certification field inspection and to use knowledge to safely and appropriately position and maneuver the helicopter in support of an effective inspection by the Seed Certification Inspectors, and to avoid problems from motion sickness.

OSU Seed Certification retains the right to ask the Contractor to replace a pilot on the project should OSU determine at its sole discretion that the pilot fails to demonstrate these traits.
- p) All occupants of helicopters will be provided safety flight helmets, approved for use in helicopters.
- q) Pilots will ensure that all passengers are properly wearing their lap belts and shoulder harnesses prior to each lift-off.
- r) Pilots will brief the passengers as required by FAR 135.117 prior to each flight, and prior to each departure from the helicopter.
- s) No pilot may leave the cockpit of the helicopter unattended while the engine is running.
- t) Refueling of the helicopter must not begin until after the Seed Certification representatives have unloaded and are away from the craft.
- u) Unless a helicopter is resting firmly on the ground, no attempt will be made to load or unload passengers.
- v) Jumping from a hovering helicopter shall not be permitted.
- w) Helicopter night departures from field or project sites will not be permitted while the aircraft is providing services to OSU.
- x) Transportation of OSU personnel at night in helicopters is prohibited.
- y) The pilot will not permit any person to ride in the aircraft other than an authorized employee of the Contractor or a Seed Certification representative. The status of the latter may be confirmed with the Seed Certification Project Manager or his designee.
- z) Flying over a cross-country electrical transmission line will be done at the towers.
- aa) The pilot will ensure that the helicopter bubble is cleaned prior to the start of every day, and prior to subsequent flights during the day as necessary to maintain a clear, transparent bubble throughout the time of the project.
- bb) Pilot will remove pollen from rotor blades whenever pollen build-up influences flight handling characteristics of the helicopter.

- cc) Exceptions or alternation to any specification for aircraft, service vehicle, maintenance, pilot, mechanic or operational procedure, must be submitted to, and approved by the Manager, Oregon Seed Certification Service, or an individual designated by him or her.

**8) Maintenance Personnel Qualifications:**

- a) Contractor's chief maintenance officer must have a current FAR Part 65 Section 91 Inspection. Authorization applicable to the helicopter makes and models specified for this project.
- b) Contractor's chief maintenance officer must have a minimum of 10 years' experience in shop and field maintenance of the makes and models specified for this project.

**9) Allowable Flight Time Charges:**

- a) Flying time will be logged in hours and 1/10 hours
- a) Ferrying time or trailering charges to the initial point of departure and from the project ending point are allowed.
- b) OSU will be charged only for time logged from the time of each authorized takeoff until the aircraft comes to rest at the completion of the flight, i.e. actual flight time not including time on the ground with the engine running.
- c) Flight time may be according to a collective clock, or the Hobbs clock minus 10% for warm up and cool down times.
- d) Flying time in connection with maintenance, as well as any flying time for return to the operator's base of operations due to mechanical trouble, unscheduled maintenance, or for purposes other than those of OSU shall be borne by the Contractor.
- e) Flight time will be documented for each flight on a form provided by OSU and co-signed by the pilot and the OSU project navigator. The form will include the following information for each flight: date, helicopter identification #, company name, take-off and landing location(s), flight start and finish clock readings, signatures of the pilot and the OSU navigator. Both the pilot and the OSU employee will undertake to insure that all information is entered on the form in a complete, accurate and timely manner.

**EXHIBIT B  
CERTIFICATIONS**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS**

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Proposer and that Proposer is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and 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.

**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 OAR 580-061-0030 (3).

**SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal; and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Request for Proposal and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Proposal.

**SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS**

If Proposer is awarded a contract from this Request for Proposal, Proposer hereby (check one)

- agrees
- disagrees

to offer the resulting contractual terms and prices to other public institutions.

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

Name (Type or Print): \_\_\_\_\_ Telephone:(\_\_\_\_\_)\_\_\_\_\_

Title: \_\_\_\_\_ Fax:(\_\_\_\_\_)\_\_\_\_\_

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

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

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

Construction Contractors Board (CCB) License Number (if applicable): \_\_\_\_\_

Business Designation (check one):

- Corporation
- Partnership
- LLC
- Sole Proprietorship
- Non-Profit

Minority, Women & Emerging Small Business (MWESB) Certified Firm: Yes No

If yes, Minority, Women & Emerging Small Business (MWESB) Certification Number: \_\_\_\_\_

**EXHIBIT C  
REFERENCES**

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

**REFERENCE 1**

|                                |       |                  |       |
|--------------------------------|-------|------------------|-------|
| COMPANY:                       | _____ | CONTACT<br>NAME: | _____ |
| ADDRESS:                       | _____ | PHONE<br>NUMBER: | _____ |
| CITY, STATE                    | _____ |                  |       |
| ZIP:                           | _____ | FAX NUMBER:      | _____ |
| WEBSITE:                       | _____ | E-MAIL:          | _____ |
| GOODS OR SERVICES<br>PROVIDED: | _____ |                  |       |

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**REFERENCE 2**

|                                |       |                  |       |
|--------------------------------|-------|------------------|-------|
| COMPANY:                       | _____ | CONTACT<br>NAME: | _____ |
| ADDRESS:                       | _____ | PHONE<br>NUMBER: | _____ |
| CITY, STATE                    | _____ |                  |       |
| ZIP:                           | _____ | FAX NUMBER:      | _____ |
| WEBSITE:                       | _____ | E-MAIL:          | _____ |
| GOODS OR SERVICES<br>PROVIDED: | _____ |                  |       |

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**REFERENCE 3**

|                                |       |                  |       |
|--------------------------------|-------|------------------|-------|
| COMPANY:                       | _____ | CONTACT<br>NAME: | _____ |
| ADDRESS:                       | _____ | PHONE<br>NUMBER: | _____ |
| CITY, STATE                    | _____ |                  |       |
| ZIP:                           | _____ | FAX NUMBER:      | _____ |
| WEBSITE:                       | _____ | E-MAIL:          | _____ |
| GOODS OR SERVICES<br>PROVIDED: | _____ |                  |       |

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**EXHIBIT D**  
**SUMMARY OF HELICOPTER SPECIFICATIONS**

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

**Complete one sheet for each of four offered helicopters**

\_\_\_\_\_ (Operator/vendor) \_\_\_\_\_ (Date)

Aircraft Make & Model:

FAA 'N' Number:

Serial Number:

Air Worthiness Certificate type and #, and Category under which this aircraft is being operated (include copies of Certificates, Standard and Special).

Year Built:

This aircraft was previously a military aircraft (yes or no?), or foreign owned (yes or no?)

Gross Weight:

Fuel Total Gallons:

Fuel Total Hours:

Number of Passengers (excluding pilot):

Annual Inspection Date (accomplished):

Major repair & alteration (FAA Form 337) regarding this aircraft:

Aircraft's Registered Owner:

FAA Terms & Conditions specific to this craft (use additional pages if necessary):

Turbine engine (yes or no?); engine model number:

Particle Separator & Mist Eliminator system (yes or no?):

Engine HP:

Transmission model number:

Global Positioning System:

VHF Radio (720 or 360 channel):

Number of helmets available:

Operator's make and model of equipment for main rotor balancing:

**EXHIBIT E**  
**PILOT-IN-COMMAND LOGGED HOURS & RESUME**

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

**Complete one form for each pilot that is proposed for this project**

\_\_\_\_\_ (Pilot's Name)

\_\_\_\_\_ (Date of Birth)

| <b>Type of Flying Experience</b>   | <b>Minimum<br/>Hours Required</b> | <b>Actual<br/>Hours Logged</b> |
|--|-----------------------------------|--------------------------------|
| Helicopter total all weight classes and models   | 3000 Hrs                          | _____                          |
| Time in the weight class to be flown for this project                                      | 2000 Hrs                          | _____                          |
| Time in the weight class to be flown for this project with Turbine Engines                 | 1500 Hrs                          | _____                          |
| Time in weight class to be flown for this project at very low level with physical hazards* | 2000 Hrs                          | _____                          |
| Time in proposed make and model in last 12 months  | 200 Hrs                           | _____                          |
| Time flying for Seed Certification seed crop field inspection                              | 70 Hrs                            | _____                          |

\*Show actual hours logged for each type of flying below(e.g., forest or agricultural spraying; animal damage control, gathering or capturing, anesthetizing, destroying or tagging; drip torch, transmission line pulling, Christmas tree harvest; other)

| <b>Type of Flying Experience</b> | <b>Hours Logged</b> |
|----------------------------------|---------------------|
| _____                            | _____               |
| _____                            | _____               |
| _____                            | _____               |
| _____                            | _____               |
| _____                            | _____               |
| _____                            | _____               |

FAA Pilot Certifications and dates:  
 FAA Medical Certification, Class and date:  
 Oregon Commercial Driver License number:

Employment history and additional information as pertinent and appropriate (may use additional pages):

|                                      |
|--------------------------------------|
| <b>EXHIBIT F<br/>MECHANIC RESUME</b> |
|--------------------------------------|

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

**Complete one form for each mechanic that is proposed for this project**

\_\_\_\_\_  
(Mechanic's Name)

Employment history:

Formal training:

Years and type of experience with the make and model to be flown for this project:

FAA Certifications:

Other evidence of pertinent experience:

**EXHIBIT G**  
**SERVICE TRUCK INFORMATION**

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

**Vehicle One:**

- Vehicle make/model/year:
  
- Number of tanks/capacity/ content:
  
- Filtration type

**Vehicle Two:**

- Vehicle make/model/year:
  
- Number of tanks/capacity/ content:
  
- Filtration type

**Vehicle Three**

- Vehicle make/model/year:
  
- Number of tanks/capacity/ content:
  
- Filtration type

**Vehicle Four**

- Vehicle make/model/year:
  
- Number of tanks/capacity/ content:
  
- Filtration type



**EXHIBIT H  
PRICING SHEET**

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

\_\_\_\_\_  
(Operator/Vendor)

\_\_\_\_\_  
(Date)

Address:

\_\_\_\_\_

Phone #: \_\_\_\_\_

\_\_\_\_\_

After 5: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

Aircraft Make & Model: \_\_\_\_\_

Rate per hour with pilot\*: \_\_\_\_\_

\*Rate shown here to include approved aircraft and pilot(s), fuel, oil, maintenance services and service crew as necessary, required insurance coverage, etc. as necessary to meet the terms of the RFP

Overnight rate per pilot and driver: \_\_\_\_\_

Type of vehicle: \_\_\_\_\_

Service vehicle – rate per day: \_\_\_\_\_

Rate per mile to trailer helicopter: \_\_\_\_\_

The undersigned hereby acknowledges that he/she has read and understands all requirements and specifications of this RFP and hereby agrees to furnish the material and services designated therein as quoted above.

Signature and Title: \_\_\_\_\_

Air Taxi Certificate Number: \_\_\_\_\_