INVITATION TO BID
No. JK193367B

Aerial Survey Pilots and Aircraft
for Radio-Telemetry Surveys

BID DUE DATE AND TIME
March 14, 2018 (2:00 PM, PT)

SUBMITTAL LOCATION
Oregon State University
Procurement, Contracts and Materials Management
644 SW 13th Avenue
Corvallis, Oregon 97333

OSU Procurement, Contracts and Materials Management Offices are open Monday through Friday 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.

ELECTRONIC SUBMITTAL ADDRESS
bids@oregonstate.edu
1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date: February 27, 2018
- Deadline for Requests for Clarification or Change: March 6, 2018 (2:00 pm, PT)
- Bid Due Date and Time: March 14, 2018 (2:00 pm, PT)

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

1.02 PRE-BID CONFERENCE

A Pre-Bid Conference will not be held.

1.03 ISSUING OFFICE

The Procurement, Contracts and Materials Management (PCMM) department of Oregon State University (“OSU”) is the issuing office and is the sole point of contact for this Invitation to Bid. Address all concerns or questions regarding this Invitation to Bid to the Administrative Contact identified below.

1.04 ADMINISTRATIVE CONTACT

- Name: Jennifer Koehne
- Title: Procurement Contract Officer
- Telephone: (541) 737-7353
- Fax: (541) 737-2170
- E-Mail: jennifer.koehne@oregonstate.edu

1.05 DEFINITIONS

As used in this Invitation to Bid, 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 Invitation to Bid.

b. "Exhibits" means those documents which are attached to and incorporated as part of the Invitation to Bid.

c. "Bid" means an offer, binding on the Bidder and submitted in response to an Invitation to Bid.

d. "Bidder" means an entity that submits a Bid in response to an Invitation to Bid.

e. "Bid Due Date and Time" means the date and time specified in the Invitation to Bid as the deadline for submitting Bids.

f. "Invitation to Bid" (ITB) means a Solicitation Document for the solicitation of competitive, Written, signed and sealed Bids in which Specifications, price, and delivery (or project completion) are 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 OSU Standard 580-061-0130.

h. "Responsive" means a Bid that has substantially complied in all material respects with the criteria outlined in the Invitation to Bid.

i. "Written or Writing" means letters, characters, and symbols that are intended to represent or convey particular ideas or meanings and are made in electronic form or inscribed on paper by hand, print, type, or other method of impression.
2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION
Procurement, Contracts and Materials Management is seeking Responsive Responsible Bidders to submit Bids for aerial survey pilots and aircraft for the purpose of conducting radio-telemetry surveys involving the Marbled Murrelet seabird.

2.02 BACKGROUND
The Marbled Murrelet, a seabird found along the Pacific Coast, is currently listed as threatened in Washington, Oregon, and California. It is unique among North American seabirds because it typically nests high in mature and old-growth trees within coastal forests. This species is secretive and can fly long distances inland (>80 km) as it moves to and from nesting areas, and Murrelet nests are notoriously difficult to locate because of cryptic behaviors and nests that are located in rugged terrain. The OSU research team will investigate factors impacting Murrelet nesting and productivity in Oregon. In April and May of 2018, we will attempt to capture up to 100 Marbled Murrelets at sea to affix VHF radio transmitters and then track them to their inland nest locations in the Oregon Coast Range.

2.03 OREGON STATE UNIVERSITY
Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. Oregon State is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. Oregon State is also the only Oregon institution to have earned both Carnegie Foundation classifications for Highest Research Activity and Community Engagement, a recognition of the depth and quality of its graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, Oregon State has a presence in all of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. Oregon State offers undergraduate, master's and doctoral degrees through 11 academic colleges enrolling more than 31,000 students from every county in Oregon, every state in the country and more than 110 nations.

3.0 SPECIFICATIONS

3.01 REQUIRED SPECIFICATIONS
In order to qualify as a Responsive Bid, the Bid needs to meet the specifications below.

OSU is in search of pilots with radio-telemetry tracking experience. Flights will be conducted (weather-dependent) over old-growth forest nesting areas and near-shore foraging areas. If OSU researchers are needed to conduct telemetry, flights will be undertaken from the Newport Municipal Airport. Other airports in the central coast or Willamette Valley region may be used as necessary. Murrelets are expected to nest in the study area between approximately Pacific City and Florence in forested lands between the coast and >80 km inland. Flight paths travelling up to 2 km offshore may be needed to collect foraging locations, and birds may disperse outside of the study area requiring longer flights to the north and south, possibly across state lines.

- **Aircraft Requirements:**
  - Available aircraft must include a single engine to fly over land as well as a twin engine with the capability to fly offshore.
  - Aircraft must be equipped with two directional yagi-style antennas, or equivalent airplane antennas, and seating and headsets for up to two researchers.
  - Aircraft must have two VHF FM radios with narrow band and P25 digital approved installation.
  - Aircraft must be equipped with a Traffic Collision Avoidance (TCAS) radio Automated Flight Following system, and live cockpit satellite weather, as well as two GPS systems with current databases and topographical detailed mapping with one allowing instrument approaches.
  - All aircraft seats must have safety belts and shoulder harnesses.
• Aircraft must be equipped with recognition and strobe lights.
• Aircraft shall have 300 horsepower or greater.
• Aircraft must be ADS-B Out compliant.
• Aircraft must be listed on an FAA Part 135 certificate.

b. Flight Scheduling Requirements:
• Flights will be scheduled from approximately April 23, 2018 through September 15, 2018 and pilot and aircraft need to be available during this time for scheduled flights.
• Flights will occur up to six (6) days per week. Weather or no-fly days during the six (6) day window can be paid a standby fee. If flights occur for six (6) days within a calendar week, no standby fees will be incurred. One (1) day off per week will be identified in advance and agreed upon by the pilot and OSU staff.
• While the anticipated flight schedule is as follows, pilot and aircraft will be available on standby for up to six (6) days per week during the length of the Contact.
  • Flights may be scheduled up to three (3) or more days per week during April and July.
  • Flights may be scheduled up to six (6) days per week during May and June totaling up to approximately twenty-five (25) hours per week.
  • Flights may be scheduled as needed in August and September, likely one (1) to two (2) times or more, per month.
• All flights will meet the 2 hour minimum requirement. In the event that poor weather conditions occurring after takeoff require flights to end before 2 hours, no extra fees will be accrued.
• Pilots must be able to schedule two (2) to eight (8) hour flights with a minimum of 48 hours notice and be able to reschedule flights due to inclement weather without a rescheduling fee.

c. General Requirements:
• Mandatory maintenance and check rides required by FAA are the financial and operational responsibility of the aviation company.
• Any other maintenance charges, related to the specific use of the aircraft by OSU, must be reviewed and approved by OSU staff prior to work being done.
• OSU will pay upfront the per diem rate for the anticipated length of the Contract per authorized Contractor representative. Per Diem rates will be billed at the applicable GSA rate as determined at the following website: https://www.gsa.gov/travel/plan-book/per-diem-rates. Per Diem will capture lodging, meals and incidentals.
• OSU will pay upfront the hangar or tie-down fees for the anticipated length of the Contract.
• OSU will pay upfront a onetime shuttle fee from the Contractor’s home airport to the Newport, OR airport and from the Newport OR airport to the Contractor’s home airport per aircraft. OSU will not pay any other shuttle fees to and from the Contractor’s home airport unless expressly authorized by OSU.
• OSU will pay standby fees on the days where a flight is either not scheduled or when a flight is cancelled due to inclement weather. If flights occur for six (6) days in a calendar week, standby fees will not be paid. Standby fees will also not be paid on a scheduled day off.
• On days where a scheduled flight is cancelled after take-off but before the two hour mark, OSU will either pay the standby fee plus total flight time or will pay for two (hours) of flight time (no additional standby fee), whichever is less.

d. Billing Requirements:
• Contractor to bill OSU at the beginning of the Contract the agreed upon Per Diem, Hangar, and Shuttle Fees for the entire length of the Contract on a separate invoice. In the event that the Contract should terminate before the expected end date, Contractor to reimburse OSU for days paid for but not used.
• Contractor to bill OSU, on a mutually acceptable schedule, for flight times and standby days. Invoices for flight times and standby days will be numbered sequentially, and include dates and times of service. Any outstanding fees not previously paid should be listed first on the invoice as a past due charge along with the time period associated with the past due amount. Current charges will then be listed next with a final total on the invoice being the combined past due charges and current charges. Note: OSU standard billing terms is thirty (30) days from receipt of invoice unless otherwise agreed to in writing.

e. Terminology
For the avoidance of doubt, the following terms are defined below:
- Per Diem means the daily rate inclusive of lodging, meals and incidental paid out per authorized Contractor for the duration of the Contract per the GSA rates.
- Hangar or Tie-Down fees mean the rates charged to store pilot’s aircraft at a local airport for the duration of the Contract.
- Shuttle fees mean the charges incurred to fly aircraft to and from the Contractor’s home airport and the Newport OR airport.
- Standby fees mean the charges paid per day where pilot and aircraft need to be available for a flight but either no flight is scheduled or the flight is cancelled due to inclement weather or other OSU request. Standby fees do not apply to scheduled days’ off.

3.02 SAMPLE CONTRACT AND TERMS AND CONDITIONS
OSU’s Sample Contract and Terms and Conditions governing the purchase resulting from this ITB are included at Exhibit A.

4.0 BIDDER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS
In order to qualify as a Responsive Bidder, the Bidder needs to meet and be able to provide proof of the minimum qualifications below.

a. Pilots and aircraft must have current Department of Interior Aviation Management Cards.
b. Pilots must have either an ATP license with no less than 75 hours of flight time in the aircraft being flown or an aircraft of a similar design or a commercial license with a minimum of 200 hours of flight time in the aircraft being flown or an aircraft of a similar design.
c. Pilots must have FAA Part 135 certificate.
d. Lead Pilots must have demonstrated radio-telemetry survey experience, including pinpointing locations of at least 50 individual animals.
e. Pilots must be able to meet insurance requirements as called out in Exhibit E.

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF BIDS
Submit one (1) electronic or hard copy via any of the methods detailed in the section below titled SUBMISSION. If submitting via hard copy, include one (1) electronic copy (PDF format) of Bid on CD/DVD/flash drive. Bids should contain original signatures on any pages where a signature is required (in the case of electronic submissions, either electronic signatures or scans of hand-signed pages should be included). Bids should contain the submittals listed in this section below.

5.02 REQUIRED SUBMITTALS
It is the Bidder’s sole responsibility to submit information in fulfillment of the requirements of this Invitation to Bid. If submittals are not substantially compliant in all material respects with the criteria outlined in the Bid, it will cause the Bid to be deemed non-Responsive.
Bidders must submit the following information:

- Description of how the goods or services offered specifically meet the required specifications described in section 3.
- Detailed information about how the Bidder meets the minimum qualifications detailed in section 4.
- Exhibit B: Certifications, completed.
- Exhibit C: References, completed.
- Exhibit D: Specifications/Qualifications Checklist and Bid Price Form completed.

### 6.0 EVALUATION

#### 6.01 EVALUATION

Bids will be evaluated to determine the lowest Responsive Responsible Bidder based upon the Invitation to Bid, Exhibits and Addenda. In the event of a discrepancy between unit prices and extended (arithmetically calculated) prices, unit prices will prevail over extended prices. OSU may engage in any of the processes identified in the applicable Oregon Revised Statutes, Oregon Administrative Rules and Oregon State University Standards to determine Contract award.

#### 6.02 INVESTIGATION OF REFERENCES

OSU reserves the right to investigate and to consider the references and the past performance of any Bidder 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 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.

#### 6.03 CONTRACT AWARD

Contract will be awarded to the lowest Responsive Responsible Bidder. If a successful Contract cannot be completed after award, OSU may rescind its award to that Bidder and award the next lowest Responsive Responsible Bidder.

### 7.0 INSTRUCTIONS TO BIDDERS

#### 7.01 APPLICABLE STATUTES AND RULES

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

#### 7.02 COMMUNICATIONS DURING BID PROCESS

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Bidder or disadvantage to other Bidders with respect to the Bid process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Bidder(s) not selected for award ends with the conclusion of the protest period identified in OSU Standard 580-061-0145(3) and for Bidder(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Bid conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Bidder who intentionally violates this requirement of the Bid process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Bid rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OSU Standard 580-061-0130.

#### 7.03 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit
competition. Bidders may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Bids are based on equivalent products, indicate in the Bid form the manufacturers' name and number. Bidders shall submit with their Bid, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Bid will not satisfy this provision. Bidders shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the ITB.

7.04 REQUESTS FOR CLARIFICATION OR CHANGE
Requests for clarification or change of the Invitation to Bid 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 Bidder's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Invitation to Bid by issuing an Addendum. Envelopes, e-mails or faxes containing requests must be clearly marked as a Request for Clarification or Change and include the ITB Number and Title.

7.05 ADDENDA
Only documents issued as Written Addenda by PCMM serve to change the Invitation to Bid in any way. No other direction received by the Bidder, written or verbal, serves to change the Invitation to Bid. Addenda will be publicized on the OSU procurement website. Bidders are advised to consult the OSU procurement website prior to submitting a Bid in order to ensure that all relevant Addenda have been incorporated into the Bid. Bidders are not required to submit Addenda with their Bid. However, Bidders are responsible for obtaining and incorporating any changes made by Addenda into their Bid. Failure to do so may make the Bid non-Responsive, which in turn may cause the Bid to be rejected.

7.06 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 Bidder. Signature certifies that the Bidder has read, fully understands, and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid.

7.07 PUBLIC RECORD
Upon completion of the Invitation to Bid process, information in all Bids 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 Bid contains what the Bidder considers a “trade secret” the Bidder 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.

7.08 SUBMISSION
Bids must be received in the PCMM office no later than the Bid Due Date and Time; it is the Bidder’s responsibility to ensure that the Bid is received prior to the Bid Due Date and Time indicated in this ITB, regardless of the method used to submit the Bid. Bids may be submitted via the following method(s):

1) Electronic copy in PDF format included as attachment(s) in an e-mail sent to bids@oregonstate.edu. The e-mail subject line should contain the ITB No. and ITB title. Only those Bids received at this e-mail address by the Due Date and Time will be considered Responsive; do not e-mail a copy of the Bid to any other e-mail address. Bids submitted directly to the Administrative Contact e-mail address will NOT be considered Responsive. It is highly recommended that the Bidder confirms receipt of the email with the Administrative Contact noted above or by calling 541-737-4261. The Administrative Contact may open the e-mail to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Bid, or address the overall Responsiveness of the Bid.

2) Hard copy in a sealed package or envelope dropped off in person or delivered to the submittal location listed on the Request for Bid cover sheet. The package or envelope should be addressed to the
Administrative Contact. It is highly recommended that the Bidder confirms receipt of the Bid with the Administrative Contact prior to the Bid Due Date and Time.

All Bids, including those submitted through electronic methods (if allowed), must contain Written signatures indicating intent to be bound by the offer. If the Bidder submits multiple versions of the Bid via different methods and does not explicitly direct OSU as to which version to use, OSU will determine which version of the Bid will be used for evaluation.

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

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

7.11 LATE SUBMITTALS
Bids and Written notices of modification or withdrawal must be received no later than the Bid Due Date and Time (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Bid Due Date and Time). OSU may not accept or consider late Bids, modifications, or withdrawals except as permitted in OSU Standard 580-061-0120. Sole responsibility rests with the Bidder to ensure OSU's receipt of its Bid prior to the Bid Due Date and Time. OSU shall not be responsible for any delays or misdeliveries caused by common carriers or by transmission errors, malfunctions, or electronic delays. Any risks associated with physical delivery or electronic transmission of the Bid are borne by the Bidder.

7.12 BID OPENING
Bids will be opened immediately following the Bid Due Date and Time at the Submittal Location. Bidder may attend the Bid opening. Only the names of the Bidders submitting Bids will be announced. No other information regarding the content of the Bids will be available.

7.13 BIDS ARE OFFERS
The Bid is the Bidder’s offer to enter into a Contract pursuant to the terms and conditions specified in the Invitation to Bid, its Exhibits, and Addenda. The offer is binding on the Bidder for one hundred twenty (120) days. OSU’s award of the Contract constitutes acceptance of the offer and binds the Bidder. The Bid must be a complete offer and fully Responsive to the Invitation to Bid.

7.14 CONTINGENT BIDS
Bidder shall not make its Bid contingent upon OSU’s acceptance of specifications or contract terms that conflict with or are in addition to those in the Invitation to Bid, its Exhibits, or Addenda.

7.15 RIGHT TO REJECT
OSU may reject, in whole or in part, any Bid not in compliance with the Invitation to Bid, Exhibits, or Addenda, if upon OSU’s Written finding that it is in the public interest to do so. OSU may reject all Bids for good cause, if upon OSU’s Written finding that it is in the public interest to do so. Notification of rejection of all Bids, along with the good cause justification and finding of public interest, will be sent to all who submitted a Bid.

7.16 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.

7.17 LEGAL REVIEW
Prior to execution of any Contract resulting from this Invitation to Bid, the Contract may be reviewed by a qualified attorney for OSU pursuant to the applicable Oregon Revised Statutes, Oregon State University Standards and Oregon Administrative Rules. Legal review may result in changes to the terms and conditions specified in the Invitation to Bid, Exhibits, and Addenda.

7.18 BID RESULTS
A Written notice of intent to award will be issued to all Bidders. The Bid file will be available for Bidder’s review during the protest period at the PCMM Department. Bidders must make an appointment with the Administrative Contact to view the Bid file. After the protest period, the file will be available by making a Public Records Request to OSU Office of General Counsel.

7.19 BID PREPARATION COST
OSU is not liable for costs incurred by the Bidder during the Invitation to Bid process.

7.20 BID CANCELLATION
If an Invitation to Bid is cancelled prior to the Bid Due Date and Time, all Bids that may have already been received will be returned to the Bidders. If an Invitation to Bid is cancelled after the Bid Due Date and Time or all Bids are rejected, the Bids received will be retained and become part of OSU’s permanent Bid file.

7.21 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD
Any Bidder who feels adversely affected or aggrieved may submit a protest within three (3) business 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 Invitation to Bid number and title. The rules governing protests are at OSU Standard 580-061-0145.
This Contract is entered into by and between Oregon State University (OSU/Institution) for its Forest Ecosystems & Society (Department) and Contractor Name (Contractor).

Whereas OSU has need of the services which Contractor is competent to provide; now therefore, in consideration of the sum not to exceed $Amount to be paid at the rate of Per/HR Rate to Contractor by OSU, Contractor agrees to perform between date of last signature and End Date, inclusive, the following personal and/or professional services:

Description of Services

Contractor shall not begin work until the Contract is signed by all parties listed below. Unless otherwise specified herein, OSU shall pay only for work performed. Contractor shall submit detailed invoice(s) for work performed to Department for payment. Invoices are paid according to OSU’s standard payment terms which are Net 30 days from receipt of correct invoice.

The following attachments are incorporated by this reference and made a part of this contract: Attachment A, OSU Standard Contract Provisions and Attachment B, Statement of Work; Attachment C, ITB Exhibit E, Insurance Requirements; Other Attachments.

INSURANCE: SEE Attachment C for Insurance Requirements

THIS CONTRACT SHALL BECOME EFFECTIVE AND BINDING UPON LAST SIGNATURE BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AS PROVIDED HEREIN.

OSU

OSU Department Head

(Typed Name): Department Head Name

Date

Signature

Date

 Typed Name: Contact Name

Address: Business Name

Address

City, ST, Zip

Phone: Phone

OSU Contract Officer

Date

Banner Vendor ID No.: Banner ID

U.S. Tax Identification No.: Tax ID Last 4

Contractor is a: (Check One)

☐ Resident U.S. citizen

☐ Resident non-U.S. citizen (Green Card Holder)

☐ Non-U.S. citizen

☐ Partnership

☐ Corporation

☐ Contractor is also a minority group member

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All payments and reimbursements made on this contract will be 1099-misc. reportable.
ATTACHMENT A
OREGON STATE UNIVERSITY STANDARDS PROFESSIONAL/PROFESSIONAL SERVICES CONTRACT PROVISIONS

ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature and whatever source and shall keep complete and accurate books of account and records and 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. Such books and records shall be maintained by Contractor for three years from the date of contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of this Contract and for any commitments or expenditures in excess of amounts authorized by Institution.

ASSIGNMENT. Contractor shall not assign or transfer its interest or delegate its obligation in this Contract without the express written consent of the Institution.

AVAILABILITY OF FUNDS. Institution certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitations, and that, in its discretion, the Institution may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly. If sufficient funds are not provided in future legislatively approved budgets of Institution (or from applicable Federal, state, or other sources), and the Contractor, or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Contract.

CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

COMPLIANCE WITH APPLICABLE LAW. Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., and all regulations thereunder, and with any other laws, regulations, and interpretations affecting persons with disabilities. Contractor agrees to conform with all laws, regulations, rules, and administrative actions established pursuant to such laws. Failure or neglect on the part of Contractor to comply with any part of or all such laws, regulations, rules, and regulations shall not relieve Contractor of these obligations nor of the requirements of this Contract. Contractor agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Fund from such contractor incurred in the performance of the this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate Institution official may pay such claim to such Institution. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's sureties from obligation with respect to any damages or claims.

CONFLICT OF INTEREST. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract no person having the State of Oregon as an interest in the Contractor shall be employed.

DUAL PAYMENT. Contractor shall not be compensated for work performed under this Contract from any other entity of the State of Oregon.

EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between Institution and Contractor that arises out of or relates to performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Benton County, for the State of Oregon. Provided, however, that if such claim, action, or suit is brought only in a federal forum, it shall be brought and conducted in the United States District Court for the District of Oregon.

HAZARD COMMUNICATION. Contractor shall assure that Institution containing products containing hazardous chemicals to which Institution employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Institution's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

INDEMNITY, RESPONSIBILITY FOR DAMAGES. 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, the conduct of work under this Contract, or from any act, omission, or neglect of contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless Oregon State University, its officers, boards, members, employees, and agents from and against all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this contract.

INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of Institution for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Institution provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an individual, (a) Contractor: (1) is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment; (2) will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) is not an officer, employee, or agent of the State as these terms are used in ORS 30.061, and will not be under the direction and control of the State; (4) is not currently (30) days' notice. In determining the availability of funds from the Oregon Legislature for this Contract, Institution may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

TERMINATIONS. This Contract may be terminated at any time by mutual consent of both parties, or by either party upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, the Institution may terminate this Contract for cause, which includes but is not limited to, without limitation, (1) is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment; (2) will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) is not an officer, employee, or agent of the State as these terms are used in ORS 30.061, and will not be under the direction and control of the State; (4) is not currently (30) days' notice. In determining the availability of funds from the Oregon Legislature for this Contract, Institution may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

FORCE MAJEURE. Neither Institution nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war, where such cause was beyond, respectively, Institution's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

WAIVER. The failure of Institution to enforce any provision of this Contract shall not constitute a waiver by Institution of that or any other provision.

APPROVALS. In some instances, another state agency may be required to approve this Contract before any work may commence under this Contract.

RECYCLED PRODUCTS: Contractors will use recycled products, as defined in ORS 279A.010(1)(i), to the maximum extent economically feasible in the performance of the Contract.

MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT, NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
EXHIBIT B
CERTIFICATIONS

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder 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 Bidder, to the best of the undersigned’s knowledge, is not in violation of any tax laws described in ORS 305.380(4).

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 OSU Standard 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 Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid; and
2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Bid.

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS
If Bidder is awarded a contract from this Invitation to Bid, Bidder 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
# EXHIBIT C
## REFERENCES

### REFERENCE 1
- **COMPANY:**
- **CONTACT NAME:**
- **ADDRESS:**
- **PHONE NUMBER:**
- **CITY, STATE ZIP:**
- **FAX NUMBER:**
- **WEBSITE:**
- **E-MAIL:**
- **GOODS OR SERVICES PROVIDED:**

### REFERENCE 2
- **COMPANY:**
- **CONTACT NAME:**
- **ADDRESS:**
- **PHONE NUMBER:**
- **CITY, STATE ZIP:**
- **FAX NUMBER:**
- **WEBSITE:**
- **E-MAIL:**
- **GOODS OR SERVICES PROVIDED:**

### REFERENCE 3
- **COMPANY:**
- **CONTACT NAME:**
- **ADDRESS:**
- **PHONE NUMBER:**
- **CITY, STATE ZIP:**
- **FAX NUMBER:**
- **WEBSITE:**
- **E-MAIL:**
- **GOODS OR SERVICES PROVIDED:**
COMPANY: _______________________________________ NAME: _______________________________________

Read carefully through the specifications/qualifications and indicate in the column on the right with YES or NO whether or not you are able to meet the specifications/qualifications. Bidder must be able to meet and provide proof for the Specifications and Qualifications as called out in the ITB under sections 3.01 and 4.01 in order to be considered Responsive.

<table>
<thead>
<tr>
<th>SPECIFICATIONS</th>
<th>YES/ NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aircraft</td>
<td></td>
</tr>
<tr>
<td>Single and twin engine aircraft must be available.</td>
<td>YES/ NO</td>
</tr>
<tr>
<td>Aircraft must be equipped with two directional yagi-style antennas, or equivalent airplane antennas, and seating and headsets for up to two researchers.</td>
<td>YES/ NO</td>
</tr>
<tr>
<td>Aircraft must have two VHF FM radios with narrow band and P25 digital approved installation.</td>
<td>YES/ NO</td>
</tr>
<tr>
<td>Aircraft must be equipped with a Traffic Collision Avoidance (TCAS) radio Automated Flight Following system, and live cockpit satellite weather, as well as two GPS systems with current databases and topographical detailed mapping with one allowing instrument approaches.</td>
<td>YES/ NO</td>
</tr>
<tr>
<td>All aircraft seats must have safety belts and shoulder harnesses.</td>
<td>YES/ NO</td>
</tr>
<tr>
<td>Aircraft must be equipped with recognition and strobe lights.</td>
<td>YES/ NO</td>
</tr>
<tr>
<td>Aircraft must have 300 horsepower or greater.</td>
<td>YES/ NO</td>
</tr>
<tr>
<td>Aircraft must be ADS-B Out compliant.</td>
<td>YES/ NO</td>
</tr>
<tr>
<td>Aircraft must be listed on an FAA Part 135 certificate.</td>
<td>YES/ NO</td>
</tr>
<tr>
<td>Flights</td>
<td></td>
</tr>
<tr>
<td>Flights will be scheduled from approximately April 23, 2018 through September 15, 2018 and pilot and aircraft need to be available during this time for scheduled flights.</td>
<td></td>
</tr>
<tr>
<td>Flights will occur up to six (6) days per week. Weather or no-fly days during the six (6) day window can be paid a standby fee. If flights occur for six (6) days within a calendar week, no standby fees will be incurred. One (1) day off per week will be identified in advance and agreed upon by the pilot and OSU staff.</td>
<td></td>
</tr>
<tr>
<td>While the anticipated flight schedule is as follows, pilot and aircraft will be available on standby for up to six (6) days per week during the length of the Contact.</td>
<td></td>
</tr>
<tr>
<td>• Flights may be scheduled up to three (3) or more days per week during April and July.</td>
<td></td>
</tr>
<tr>
<td>• Flights may be scheduled up to six (6) days per week during May and June totaling up to approximately twenty-five (25) hours per week.</td>
<td></td>
</tr>
<tr>
<td>• Flights may be scheduled as needed in August and September, likely one (1) to two (2) times or more, per month.</td>
<td></td>
</tr>
<tr>
<td>All flights will meet the 2 hour minimum requirement. In the event that poor weather conditions occurring after takeoff require flights to end before 2 hours, no extra fees will be accrued.</td>
<td></td>
</tr>
<tr>
<td>Pilots must be able to schedule two (2) to eight (8) hour flights with a minimum of 48 hours’ notice and be able to reschedule flights due to inclement weather without a rescheduling fee.</td>
<td></td>
</tr>
<tr>
<td>QUALIFICATIONS</td>
<td>YES/ NO</td>
</tr>
<tr>
<td>Pilots and aircraft must have current Department of Interior Aviation Management Cards.</td>
<td></td>
</tr>
<tr>
<td>Pilots must have either an ATP license with no less than 75 hours of flight time in the aircraft being flown or an aircraft of a similar design or a commercial license with a minimum of 200 hours of flight time in the aircraft being flown or an aircraft of a similar design.</td>
<td></td>
</tr>
<tr>
<td>Pilots must have FAA Part 135 certificate.</td>
<td></td>
</tr>
<tr>
<td>Lead Pilots must have demonstrated radio-telemetry survey experience, including pinpointing locations of at least 50 individual animals.</td>
<td></td>
</tr>
<tr>
<td>Bidder must meet insurance requirements in Exhibit E</td>
<td></td>
</tr>
</tbody>
</table>
**BID PRICE FORM**

Bid prices to include all costs required to perform the work as specified.

1. **Estimated Service Hours:** 375 Hours (estimated 100 hours for single engine and 275 hours twin engine

   **Note:** Use of single engine or twin engine aircraft will be dependent on research needs during research timeframe. There is no guarantee of number of flight hours for each type of aircraft. The hours listed below for each type of aircraft are estimates and will be used for evaluation purposes only.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>U/M</th>
<th>RATE</th>
<th>EXTENDED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. FLIGHT RATE PER HOUR USING</td>
<td>100</td>
<td>Hourly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SINGLE ENGINE AIRCRAFT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. FLIGHT RATE PER HOUR USING</td>
<td>275</td>
<td>Hourly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TWIN ENGINE AIRCRAFT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. PER DIEM</td>
<td>146</td>
<td>Day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. HANGAR OR TIE-DOWN FEES</td>
<td>1</td>
<td>Lump Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. STAND-BY FEES</td>
<td>53</td>
<td>Day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. SHUTTLE FEES FOR TRAVEL BETWEEN</td>
<td>2</td>
<td>Trips</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PILOT'S HOME AIRPORT AND NEWPORT, OR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AIRPORT PER AIRCRAFT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BID (Based on 375 estimated service hours, per diem expenses, hangar or tie-down fees, stand-by fees and shuttle fees)**

**TOTAL $**

**BIDDER SIGNATURE:**

*By signature below the undersigned certifies that they are authorized to act on behalf of the Bidder and will comply with all aspects of the Bid herein.*

<table>
<thead>
<tr>
<th>COMPANY:</th>
<th>SIGNATURE:</th>
<th>NAME:</th>
<th>TITLE:</th>
</tr>
</thead>
</table>

1. Estimated service hours will be used to estimate the total contract value. 100 hours will be the estimated number of service hours used to calculate the extended cost for a single engine aircraft and 275 hours will be the estimated number of service hours used to calculate the extended cost for a twin engine aircraft. OSU will pay the hourly rate for actual hours used. Actual hours may vary from estimated hours plus or minus.

2. PER DIEM rates are established per the GSA schedules at [https://www.gsa.gov/travel/plan-book/per-diem-rates](https://www.gsa.gov/travel/plan-book/per-diem-rates). PER DIEM will be paid for the length of the contract per authorized person. For purposes of establishing estimated total contract value, the number of days to be paid will be 146 (April 23-September 15) per person. Use the PER DIEM rate at the number of days times the number of people it applies to calculate extended cost.

3. HANGAR OR TIE-DOWN fees will be paid upfront at a lump sum. Bidder to calculate a one-time fee to cover these charges. Extended cost will reflect that one-time fee.

4. STAND-BY fees based on a calendar of flying three (3) days per week in April and July, six (6) days per week in May and June and one (1) to two (2) days per month in August and September, the number of estimated standby days would be 53. For purposes of calculating estimated total contract value, 53 days will be used to calculate the extended cost for standby fees. OSU will pay the daily standby rate for actual standby days used. Actual standby days may vary from estimated standby days plus or minus.

5. SHUTTLE fees will be paid upfront at a lump sum. Bidder to calculate a one-time fee to cover these charges. Extended cost will reflect that one-time fee.
A. GENERAL LIABILITY INSURANCE.
Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate. OSU and its officers, board members, employees, and agents shall be included as additional insured in said insurance policy to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

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. AVIATION INSURANCE.
The Contractor shall obtain and keep in effect during the term of this Contract, Aviation Insurance, including legal liability to third parties and legal liability to passengers, sufficient to cover all persons and all cargo authorized by OSU to be transported in the aircraft, and against claims for bodily injury or death and property damage up to a combined minimum of $2,000,000.

D. PRIMARY COVERAGE.
Insurance carried by Contractor under this Contract shall be the primary coverage and non-contributory.

E. ACCEPTABILITY OF INSURERS.
Insurance is to be placed with insurers authorized to do business in the State of Oregon with an A.M. Best rating of not less than A-VII, or such other insurance carrier approved in writing, in advance, by OSU.

F. CERTIFICATES OF INSURANCE.
As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance and any applicable endorsements to the OSU Contract Administrator, upon request. The Certificate(s) will specify all of the parties who are Additional Insureds. Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

G. NOTICE OF CANCELLATION OR CHANGE.
Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to OSU, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to OSU. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify OSU of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.