



**INVITATION TO BID
No. ITB113193200SF**

**Aerial Survey Pilots and Aircraft
for Radio-Telemetry Surveys
for the Oregon Marbled Murrelet Project**

BID DUE DATE AND TIME
February 22, 2019 (1:00 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 8, 2019
- Deadline for Requests for Clarification or Change.....February 15, 2019 (1:00 pm, PT)
- Bid Due Date and Time.....February 22, 2019 (1:00 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: Shannon Fanourakis
Title: Purchasing Analyst
Telephone: (541) 737-6995
Fax: (541) 737-2170
E-Mail: Shannon.Fanourakis@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 03-015.
- 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 2019, 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.

a. Aircraft Requirements:

- Available aircraft must have 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 30, 2019 through September 30, 2019 and pilot and aircraft need to be available during this time for scheduled flights.
- Flights will occur up to twelve (12) days per two (2) week period. Weather or no-fly days during the twelve (12) day window can be paid a standby fee. If flights occur for twelve (12) days within a two week period, no standby fees will be incurred. Two (2) days off per two (2) week period will be identified 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 twelve (12) days per two week period during the length of the Contract.
- Flights may be scheduled up to twelve (12) days per two week period from May through July, totaling up to approximately twenty-five (25) hours per week.
- Flights may be scheduled as needed in August and September, dependent on continued presence of tagged birds.
- 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 above the hourly flight rate.
- Pilots must be able to schedule two (2) to eight (8) hour flights within 48 hours' notice and be able to reschedule flights due to inclement weather without a rescheduling fee.
- **Please note that flight hours for the duration of the contract are an estimate and dependent upon the continued presence of tagged birds.**

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 one aircraft 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 twelve (12) days in a two week period, 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 appeal period identified in OSU Standard 03-015 and for Bidders(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 03-015.

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 192.345(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 03-015. 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 appeal period at the PCMM Department. Bidders must make an appointment with the Administrative Contact to view the Bid file. After the appeal 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 APPEAL OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Bidder who feels adversely affected or aggrieved may submit an appeal within three (3) business days after OSU issues a notice of intent to award a Contract. The appeal must be clearly identified as an appeal, identify the type and nature of the appeal, and include the Invitation to Bid number and title. The rules governing appeals are at OSU Standard 03-015.

ATTACHMENT A
OREGON STATE UNIVERSITY STANDARD PERSONAL/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 claimed to have been incurred and anticipated to be incurred in the performance of this Contract. OSU and the federal government and their respective 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. 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 nor 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 limitation, provided, however, that continuation of the Contract, 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 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules, and regulations shall not relieve Contractor of these obligations nor of the requirements of this Contract. Contractor further 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 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 payment. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to any unpaid 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 any such interest 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 but 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 any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

HAZARD COMMUNICATION. Contractor shall notify Institution prior to using 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 OSU and its officers, board members, employees, and agents from 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 30.265 and will not be under the direction and control of Institution; (4) Is not currently employed by the Federal Government and the amount charged does not exceed his normal charge for the type of service provided if payment is to be charged against Federal funds; (5) Is not a member of the Oregon Public Employees Retirement System; or (6) if a contributing member of the Oregon Public Employees Retirement System for which contributions to the retirement system must be withheld, Contractor's contribution to the retirement system will be withheld and a corresponding Institution contribution made; and (7) Must furnish Form IRS Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax.

INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of this Contract general liability insurance. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. OSU and its officers, board members, employees, and agents shall be included as additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months.

NOTICES AND REPRESENTATIVES. All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as identified in the signature block of this Contract, unless otherwise designated in writing. Copies of such correspondence shall also be sent to all other Contract signatories.

OVERDUE PAYMENTS. Any charges claimed by the Contractor for payment of an overdue amount shall be in accordance with the provisions of ORS 293.462.

OWNERSHIP OF WORK PRODUCT. All work products or any form of property originated or prepared by Contractor which result from this Contract are the exclusive property of Institution.

SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from the Institution.

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 effective upon delivery of written notice to Contractor, or at such later date as may be established by the Institution, if (a) Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; or (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. This Contract may also be terminated by Institution for default (including breach of contract) if (a) Contractor fails to provide services or materials called for by this Contract within the time specified; 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 after receipt of written notice from Institution, fails to correct such failures within ten days. The rights and remedies of Institution 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.

TERMINATION DUE TO NONAPPROPRIATION OF FUNDS. If sufficient funds are not provided in future legislatively approved budgets of Institution (or from applicable Federal, state, or other sources) to permit Institution in the exercise of its reasonable administrative discretion to continue this Contract, or if Institution or program for which this Contract was executed is abolished, the Institution may terminate this Contract without further liability by giving Contractor not less than thirty (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.

FOREIGN CONTRACTOR. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

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)(ii), to the maximum extent economically feasible in the performance of the Contract.

WORKERS' COMPENSATION. All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

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.

FEDERALLY REQUIRED PROVISIONS

ANTI-KICKBACK ACT (40 U.S.C. 3145). Contractor certifies compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or Subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor must report all suspected or reported violations to OSU.

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352). Contractors that apply or bid for a contract of \$100,000 or more, must file the required certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must require any subcontractor who applies or bids for subcontract of \$100,000 or more to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.

CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED. If this Contract provides for payments in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). For all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

DEBARMENT AND SUSPENSION EXECUTIVE ORDERS 12549 AND 12689. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before a contract award of \$25,000 or more is made, verification is required that the intended awarded party is not on the government-wide exclusions in the SAM. Required verification must be made by checking the SAM Exclusions. Compliance with Subpart C of 2 CFR Part 180 by checking that the intended awarded party is not listed on the SAM Exclusions, before making a contract award, will flow down from tier to tier for contract awards of \$25,000 or more. Contractor must include a term or condition similar to this term, in any subsequent lower tier contract awards of \$25,000 or more. Contractor hereby certifies they are not listed on the government-wide exclusions in the SAM.

ENERGY POLICY AND CONSERVATION ACT. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

EQUAL EMPLOYMENT OPPORTUNITY. Contractor must comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

REMEDIES FOR CONTRACTOR'S DEFAULT. In the event Contractor is in default (which includes without limitation, incomplete services), 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 reduced 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.

**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. 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 III. 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: _____

**EXHIBIT D
SPECIFICATIONS/QUALIFICATIONS CHECKLIST AND BID PRICE FORM**

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.

SPECIFICATIONS	YES/ NO
Aircraft	
Available aircraft must have 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 must have 300 horsepower or greater.	
Aircraft must be ADS-B Out compliant.	
Aircraft must be listed on an FAA Part 135 certificate.	
Flights	
Flights will be scheduled from approximately April 30, 2019 through September 30, 2019 and pilot and aircraft need to be available during this time for scheduled flights.	
Flights will occur up to twelve (12) days per two (2) week period. Weather or no-fly days during the twelve (12) day window can be paid a standby fee. If flights occur for twelve (12) days in a two week period, no standby fees will be incurred. Two (2) days off per two (2) week period 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 twelve (12) days per two week period during the length of the Contract.	
Flights may be scheduled up to twelve (12) days per two week period from May through July, totaling up to approximately twenty-five (25) hours per week.	
Flights may be scheduled as needed in August and September, dependent on continued presence of tagged birds.	
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 above the hourly flight rate.	
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.	
Please note that flight hours for the duration of the contract are an estimate and dependent upon the continued presence of tagged birds.	
QUALIFICATIONS	
Pilots and aircraft must have current Department of Interior Aviation Management Cards.	
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.	
Pilots must have FAA Part 135 certificate.	
Lead Pilots must have demonstrated radio-telemetry survey experience, including pinpointing locations of at least 50 individual animals.	
Bidder must meet insurance requirements in Exhibit E	

BID PRICE FORM

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

¹Estimated Service Hours: 350 Hours for twin engine				
Note: The hours listed below are estimates and will be used for evaluation purposes only.				
DESCRIPTION	QTY.	U/M	RATE	EXTENDED COST
¹ FLIGHT RATE PER HOUR USING TWIN ENGINE AIRCRAFT	350	Hourly		
² PER DIEM	93	Day		
³ HANGAR OR TIE-DOWN FEES	1	Lump Sum		
⁴ STAND-BY FEES	1	Day		
⁵ SHUTTLE FEES FOR TRAVEL BETWEEN PILOT'S HOME AIRPORT AND NEWPORT, OR AIRPORT PER AIRCRAFT	2	Trips		

TOTAL BID (Based on 350 estimated service hours, per diem expenses, hangar or tie-down fees, stand-by fees and shuttle fees)	TOTAL	\$
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BIDDER SIGNATURE:	
<i>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.</i>	
COMPANY:	
SIGNATURE:	
NAME:	
TITLE:	

¹Estimated service hours will be used to estimate the total contract value. 350 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.

²PER DIEM rates are established per the GSA schedules at <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 93 (April 30-July 31) per person. Use the PER DIEM rate at the number of days times the number of people it applies to calculate extended cost. Additional per diem days will be provided for August and September in a second payment dependent on a continued presence of tagged birds.

³HANGAR OR TIE-DOWN fees will be paid upfront at a lump sum for the period April 30-July 31. Bidder to calculate a onetime fee to cover these charges. Extended cost will reflect that onetime fee. Additional hangar fees will be provided for August and September in a second payment dependent on a continued presence of tagged birds.

⁴STANDBY fees based on a calendar of flying up to twelve (12) days per two week period during the length of the Contract. There is no estimate of the number of standby days. For purposes of calculating estimated total contract value, 1 day will be used to calculate the cost for standby fees. OSU will pay the daily standby rate for actual standby days used.

⁵SHUTTLE fees will be paid upfront at a lump sum. Bidder to calculate a onetime fee to cover these charges. Extended cost will reflect that onetime fee.

EXHIBIT E
INSURANCE REQUIREMENTS

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.