



**Oregon State**  
University

**INVITATION TO BID**  
**No. ITB130142713SF**

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

**CLOSING**

March 18, 2020, (2:00 PM, PT)

**SUBMITTAL LOCATION**

Oregon State University  
Procurement, Contracts and Materials Management  
644 SW 13<sup>th</sup> 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](mailto:bids@oregonstate.edu)

*(Updated: October 2, 2019)*

## 1.0 GENERAL

### 1.01 SCHEDULE OF EVENTS

- Issue Date..... March 4, 2020
- Deadline for Requests for Clarification or Change..... March 11, 2020 (2:00 pm, PT)
- Closing..... March 18, 2020 (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: 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. "Closing" means the date and time specified in a solicitation document as the deadline for submitting offers.
- f. "Days" means calendar days, including weekdays, weekends, and holidays, unless otherwise specified.
- g. "Invitation to Bid" (ITB) means a formal request to obtain competitive offers from entities including prices based on the specifications, scope of work and contractual terms and conditions identified in the request. This is a process where the basis for award of the contract, when all requirements or selected options included in the request are met, is price.
- h. "Responsible" means when an entity has demonstrated their ability to perform satisfactorily under a contract by meeting the applicable standards of responsibility outlined in OSU Standard 03-015 Procurement Solicitations and Contracts, Sec. 5.16.3.i.
- i. "Responsive" means when the solicitation response is substantially compliant in all material respects with the criteria outlined in an Invitation to Bid.
- j. "Sealed" means a solicitation response to a solicitation document that has not been opened by the university or a solicitation response delivered by electronic means that has not been distributed beyond university personnel responsible for receiving the electronically submitted solicitation response.
- k. "Signed" means any mark, word, or symbol that is made or adopted by an entity indicating an intent to be bound.
- l. "Solicitation response" means a binding offer submitted by an entity in response to a solicitation document issued by the university.
- m. "Work" means the furnishing of all materials, equipment, labor, transportation, services, and incidentals necessary to successfully complete any individual item or the entire contract and carrying out and completion of all duties and obligations imposed by the contract.

## **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. Funding for this project has been provided by the Oregon State Legislature via the Forest Research Laboratory within the College of Forestry at Oregon State University. Project website is at [www.oregonmurrelet.org](http://www.oregonmurrelet.org)

### 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. Our research team will investigate factors impacting murrelet nesting and productivity in Oregon. In May and June of 2020, 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 required specifications below.

OSU is in search of pilots with radio-telemetry wildlife tracking experience (required). Flights will be conducted (weather dependent) over old-growth forest nesting areas and near-shore foraging areas. An additional OSU researcher will be joining the pilot to assist with data collection of the 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 include a twin engine with the capability to fly offshore. A single-engine plane may be used if weather permits.
- Pilot must have access to a back-up aircraft in the event of mechanical malfunctions or issues with the original aircraft.

- 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 radios and one FM radio.
- All aircraft seats must have safety belts and shoulder harnesses.
- Aircraft must be equipped with recognition and strobe lights.
- Aircraft shall have 225 horsepower or greater.
- Aircraft must be ADS-B Out compliant.
- Aircraft and pilot must be approved under FAA Part 135 certificate and the aircraft must be maintained per Part 135.

**b. Flight Scheduling Requirements:**

- **Please note that flight hours for the duration of the contract are an estimate and dependent upon the continued presence of tagged birds in the study area.**
- Regular flights will be scheduled from approximately May 1, 2020 through July 31, 2020 and pilot and aircraft need to be available during this time for scheduled flights.
- Flights may be scheduled, weather permitting, for a minimum of twelve (12) days per two week period from May through July, totaling approximately twenty-five (25) hours per week.
- Additional flights may be scheduled as needed in August and September, dependent on continued presence of tagged birds. Pilots will receive at least 72 hours' notice prior to these flights.
- Mutually agreed upon rest days may be scheduled once every seven days and will not incur standby fees.
- Pilots must be able to schedule up to eight (8) hour flights with a minimum of 24 hours' notice and be able to reschedule flights due to inclement weather without a rescheduling fee.
- If poor weather prevents a scheduled flight, OSU will pay a pre-determined standby rate.
- If poor weather grounds an active flight before the Vendor's minimum flight time requirement, OSU will pay the Vendor's minimum daily requirement with no additional fees.

**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 May through July per authorized Vendor 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.
- If additional flights occur during the months of August and September, per diem will be paid as accrued.
- 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 Vendor's home airport to the Newport, OR airport and from the Newport OR airport to the Vendors's home airport per aircraft. Additional, business related shuttle fees must be authorized by OSU. OSU will not be responsible for non-business related flights.

**d. Billing Requirements:**

- Vendor to bill OSU at the beginning of the Contract the agreed upon Per Diem, Hangar, and Shuttle Fees for May through July on a separate invoice. In the event that the Contract should terminate before the expected end date, Vendor to reimburse OSU for days paid for but not used.

- Vendor 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.

**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 Vendor 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 Vendor’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. All aircraft must have current Department of Interior Aviation Management or U.S. Forest Service Cards.
- b. All aircraft and pilots must have a commercial license and be instrument-rated with at least 200 hours of flight time.
- 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, Sec. 5.20.8(b) 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, Sec. 5.20.

### 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 Closing; it is the Bidder's responsibility to ensure that the Bid is received prior to the Closing 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](mailto: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 Closing 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 Closing.

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 Closing, 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 Closing, 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 Closing. 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 Closing, 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 Closing (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Closing). OSU may not accept or consider late Bids, modifications, or withdrawals except as permitted in OSU Standard 03-015, Sec 5.9. Sole responsibility rests with the Bidder to ensure OSU's receipt of its Bid prior to the Closing. 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 Closing 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 Closing, all Bids that may have already been received will be returned to the Bidders. If an Invitation to Bid is cancelled after the Closing or all Bids are rejected, the Bids received will be retained and become part of OSU's permanent Bid file.

#### 7.21 APPEALS 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, Sec. 5.20.

**EXHIBIT A – SAMPLE CONTRACT AND TERMS AND CONDITIONS**

Oregon State University  
**PERSONAL/PROFESSIONAL SERVICES CONTRACT (PPSC)**

Department Contract: 130142713

This Contract is entered into by and between Oregon State University (OSU/Institution) for its **Department Name** (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 the 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;  Attachment C;  Other Attachments: **Other Attachments**.

INSURANCE: the minimum limit is \$**Insurance amount** Type required:  CGL  AUTO  Professional

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

**OSU**

**CONTRACTOR**

\_\_\_\_\_  
 OSU Department Head Date  
 (Typed Name): **Department Head Name**

\_\_\_\_\_  
 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

OSU VENDOR NO.	FORM PREPARED BY	PREPARER'S ADDRESS	DATE
	<b>BC Name &amp; Phone</b>	<b>BC Address</b>	<b>Prep Date</b>

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

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**REFERENCE 2**

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
CITY, STATE ZIP: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
WEBSITE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
GOODS OR SERVICES PROVIDED: \_\_\_\_\_

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**REFERENCE 3**

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
CITY, STATE ZIP: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
WEBSITE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
GOODS OR SERVICES PROVIDED: \_\_\_\_\_

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**EXHIBIT D  
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.

<b>SPECIFICATIONS</b>	<b>YES/ NO</b>
<b>Aircraft</b>	
Available aircraft must have a twin engine with the capability to fly offshore. A single-engine plane may be used if weather permits.	
Pilot must have access to a back-up aircraft in the event of mechanical malfunctions or issues with the original aircraft.	
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 and one FM radio.	
All aircraft seats must have safety belts and shoulder harnesses.	
Aircraft must be equipped with recognition and strobe lights.	
Aircraft must have 225 horsepower or greater.	
Aircraft must be ADS-B Out compliant.	
Aircraft and pilot must be approved under FAA Part 135 certificate and the aircraft must be maintained per Part 135.	
<b>Flights</b>	
Regular flights will be scheduled from approximately May 1, 2020 through July 31, 2020 and pilot and aircraft need to be available during this time for scheduled flights.	
Flights may be scheduled, weather permitting, for a minimum of twelve (12) days per two week period from May through July, totaling approximately twenty-five (25) yours per week.	
Additional flights may be scheduled as needed in August and September, dependent on continued presence of tagged birds. Pilots will receive at least 72 hours' notice prior to these flights.	
Mutually agreed upon rest days may be scheduled once every seven days and will not incur standby fees.	
Pilots must be able to schedule up to eight (8) hour flights with a minimum of 24 hours' notice and be able to reschedule flights due to inclement weather without a rescheduling fee.	
If poor weather prevents a scheduled flight, OSU will pay a pre-determined standby rate.	
If poor weather grounds an active flight before the Vendor's minimum flight time requirement, OSU will pay the Vendor's minimum daily requirement with no additional fees.	
<b>Please note that flight hours for the duration of the contract are an estimate and dependent upon the continued presence of tagged birds in the study area.</b>	
<b>QUALIFICATIONS</b>	
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.	
Pilots must be able to meet insurance requirements as called out in Exhibit E.	

**BID PRICE FORM**

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

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

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

<sup>1</sup>Estimated 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.

<sup>2</sup>PER 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.

<sup>3</sup>HANGAR 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.

<sup>4</sup>STANDBY 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.

<sup>5</sup>SHUTTLE 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.