



**REQUEST FOR PROPOSAL
No. P178644988SL**

Helicopter Services for OSU Seed Certification

CLOSING

January 16, 2024 (2:00 PM, PT)

SUBMITTAL LOCATION

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

OSU Procurement, Contracts and Materials Management is staffed Monday through Friday 8:00 am-12:00 noon and 1:00 pm-5:00 pm.
Offices are currently closed to the public.

ELECTRONIC SUBMITTAL ADDRESS

bids@oregonstate.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date December 14, 2023
- Deadline for Requests for Clarification or Change January 2, 2024 (2:00 pm, PT)
- Closing January 16, 2024 (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-PROPOSAL CONFERENCE

A Pre-Proposal 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 Request for Proposal. Address all concerns or questions regarding this Request for Proposal to the Administrative Contact identified below.

1.04 ADMINISTRATIVE CONTACT

Name: Scott Lommers
Title: Purchasing Analyst
Telephone: 541-737-2010
E-Mail: Scott.Lommers@oregonstate.edu

1.05 DEFINITIONS

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

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Closing" means the date and time specified in a Request for Proposal as the deadline for submitting offers.
- c. "Days" means calendar days, including weekdays, weekends, and holidays, unless otherwise specified.
- d. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- e. "Proposal" means a binding offer submitted by an entity in response to a request for proposal issued by the university.
- f. "Proposer" means an entity that submits a response to a request for proposal issued by the university.
- g. "Request for Proposal" (RFP) means a Solicitation Document to obtain written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- 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, Sec. 5.16.3.i
- i. "Responsive" means when the solicitation response is substantially compliant in all material respects with the criteria outlined in a 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 Proposers to submit Proposals for two (2) helicopters with pilots and service trucks to support aerial inspection of seed crop fields in the state of Oregon to include the Willamette Valley, Central, and Northeastern Oregon areas.

2.02 BACKGROUND

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

Multiple flights per craft are required to complete the crop inspections. Throughout each flight, there is close coordination and constant communication among the pilot and one or two OSCS personnel. The occupants sit side by side (on a bench seat in the bubble) with pilot and controls in the left seat and OSCS personnel to the right of the pilot. The pilot and OSCS personnel can see flight maps/apps and OSCS personnel has the data recorder. An OSCS personnel indicates the field to a pilot, pilot flies craft to the field to below tree and wire heights and maneuvers craft throughout the field 10-20 feet above the crop canopy as directed by the OSCS personnel. When the inspection of the field is complete, the OSCS personnel indicates to the pilot the direction of the next field. SAFETY and well-being of personnel and equipment must always be the primary importance and concern of the pilot.

2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. 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, the Honors College, Graduate School and online Ecampus, enrolling more than 31,000 students from every county in Oregon, every state in the country and more than 110 nations.

3.0 STATEMENT OF WORK / SAMPLE CONTRACT

3.01 SAMPLE CONTRACT

A sample contract containing a statement of work and contractual terms and conditions is included at Exhibit A.

4.0 PROPOSER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS

In order to qualify as a Responsive Proposer, the Proposer needs to meet the minimum qualifications below.

- a. Proposer must have policies supporting a drug and alcohol-free work environment, procedures for approaching, entering, and operating aircraft in hazardous environments including potential for wirestrikes, and emergency plans for incident, crash, and rescue response, including for wirestrikes.
- b. Dun and Bradstreet DUNS number.
- c. Evidence of FAA FAR certificates (i.e., Parts 135, 133, 137).

d. Evidence of selected inspection program for turbine powered rotocraft (14 CFR § 400(e)).

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSALS

Submit one (1) electronic copy via the method detailed in the section below titled SUBMISSION. Proposals should contain original signatures, either electronic signatures or scans of hand-signed pages, on any pages where a signature is required. Proposals should contain the submittals listed in this section below.

5.02 REQUIRED SUBMITTALS

It is the Proposer’s sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it may cause the Proposal to be deemed non-Responsive.

Required Submittals:	Check Off
Description of how the goods or services offered specifically satisfy the statement of work described in section 3.	<input type="checkbox"/>
<ul style="list-style-type: none"> • Provide a written narrative which clearly and concisely states the method by which the Proposer satisfies the Requirements and Statement of Work – Attachment A. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Detailed information about how the Proposer meets the minimum qualifications described in section 4. 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Exhibit B: Certifications, fully completed 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Exhibit C: References, fully completed 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Exhibit D: Summary of Helicopter Specifications, fully completed 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Exhibit E: Pilot-in-Command Logged Hours & Resume, fully completed 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Exhibit F: Mechanic Resume, fully completed 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Exhibit G: Service Truck Information, fully completed 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Exhibit H: Pricing Sheet, fully completed 	<input type="checkbox"/>

6.0 EVALUATION

6.01 EVALUATION

The stages of review and evaluation are as follows:

a. Determination of Responsiveness:

OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers who does not meet minimum qualifications may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A Proposer has the right to appeal the decision pursuant to OSU Standard 03-015, Sec. 5.20.

b. First Stage Evaluation:

Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below. Scores will be used to determine Proposers within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

OSU reserves the right to ask follow-up questions of Proposers during first stage evaluations. The questions will be for the purpose of clarification of information already contained in submittals and not be an opportunity to submit additional documentation or change existing documentation.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.

c. Second Stage Evaluation:

If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:

- i. Issue a written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
- ii. Engage in oral or written discussions with and receive best and final Proposals from all Proposers in the competitive range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
 - Informing Proposers of deficiencies in their initial Proposals;
 - Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
 - Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

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

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. If a second stage evaluation of all Proposers does not produce an award that is in OSU's best interest, OSU may return to the first stage evaluation to advance additional Proposers to a second stage evaluation.

d. Additional Stages of Evaluation:

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

6.02 EVALUATION CRITERIA

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

Evaluation Criteria
Operator's project management

Points
10

Qualifications of Pilot & Mechanics	70
Type & Maintenance of Aircraft and Service Truck	65
Price of the goods or services	55
Total	200

Price will be awarded possible points for each area as follows:

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

The Proposal that contains the lowest price to OSU will receive the maximum number of price points, per category. A Proposal whose price is higher than the lowest submitted price, per category, will receive proportionately fewer price points, as demonstrated in the example below.

Proposer A's price is \$450 (the lowest for Category 1)
 Proposer A is awarded 35 price points (the maximum)

Proposer B's price is \$500 (in Category 1)
 Proposer B is awarded 31.5 price points (450/500 x 35)

In the event of a discrepancy between unit prices and extended (arithmetically calculated) prices, unit prices will prevail over extended prices.

6.03 NEGOTIATIONS

OSU may commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all Responsive Proposers within the competitive range. OSU may negotiate:

- a. The Statement of Work;
- b. The Contract price as it is affected by negotiating the Statement of Work; and
- c. Any other terms and conditions as determined by OSU.

6.04 INVESTIGATION OF REFERENCES

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU 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.

6.05 CONTRACT AWARD

Contract will be awarded to the Proposer who, in OSU's opinion, meets the requirements and qualifications of the RFP and whose Proposal is in the best interest of OSU. If a successful Contract cannot be completed after award, OSU may conclude contract negotiations, rescind its award to that Proposer, and return to the most recent RFP evaluation stage to negotiate with another Proposer(s) for award.

7.0 INSTRUCTIONS TO PROPOSERS

7.01 APPLICABLE STATUTES AND RULES

This Request for Proposal 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 RFP 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 Proposer or disadvantage to other Proposers with respect to the RFP 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 Proposer(s) not selected for award ends with the conclusion of the appeals period identified in OSU Standard 03-015, Sec. 5.20.8(b) and for Proposers(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal 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. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Proposals are based on equivalent products, indicate in the Proposal form the manufacturers' name and number. Proposers shall submit with their Proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals 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 RFP.

7.04 REQUESTS FOR CLARIFICATION OR CHANGE

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

7.05 ADDENDA

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

7.06 PREPARATION AND SIGNATURE

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

7.07 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in all Proposals 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 Proposal contains what the Proposer considers a "trade secret" the Proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.08 SUBMISSION

Proposals must be received in the PCMM office no later than the Closing; it is the Proposer's responsibility to

ensure that the Proposal is received prior to the Closing indicated in this RFP. Proposals may be submitted via 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 RFP No. and RFP title. Only those Proposals received at this e-mail address by the Closing will be considered Responsive; do not e-mail a copy of the Proposal to any other e-mail address. Proposals submitted directly to the Administrative Contact e-mail address will NOT be considered Responsive. It is highly recommended that the Proposer confirms receipt of the email with the Administrative Contact noted above. 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 Proposal, or address the overall Responsiveness of the Proposal.

All Proposals must contain written signatures indicating intent to be bound by the offer. If the Proposer submits multiple versions of the Proposal via different methods and does not explicitly direct OSU as to which version to use, OSU will determine which version of the Proposal will be used for evaluation.

7.09 MODIFICATION

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

7.10 WITHDRAWALS

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

7.11 LATE SUBMITTALS

Proposals 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 Proposals, modifications, or withdrawals except as permitted in OSU Standard 03-015, Sec 5.9. Sole responsibility rests with the Proposer to ensure OSU's receipt of its Proposal 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 Proposal are borne by the Proposer.

7.12 PROPOSAL OPENING

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

7.13 PROPOSALS ARE OFFERS

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

7.14 CONTINGENT PROPOSALS

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

7.15 RIGHT TO REJECT

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Exhibits, or Addenda, if upon OSU's written finding that it is in the public interest to do so. OSU may reject all Proposals for good cause, if upon OSU's written finding that it is in the public interest to do so. Notification of rejection of all

Proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a Proposal.

7.16 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 Request for Proposal, the Contract may be reviewed by a qualified attorney for OSU pursuant to the applicable Oregon State University Standards, Oregon Revised Statutes and Oregon Administrative Rules. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

7.18 PROPOSAL RESULTS

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

7.19 PROPOSAL PREPARATION COST

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

7.20 PROPOSAL CANCELLATION

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

7.21 APPEAL OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer 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 Request for Proposal number and title. The rules governing appeals are at OSU Standard 03-015, Sec. 5.20.

EXHIBIT A
TERMS AND CONDITIONS / SAMPLE CONTRACT

This Contract is between Oregon State University for its Department of Crop and Soil Science ("OSU"), and [Contractor's name] ("Contractor").

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposal number P178644988SL entitled Helicopter Services for OSU Seed Certification and Contractor was selected as the Proposer best able to provide this service; and

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

NOW, THEREFORE, OSU and Contractor agree as follows:

1. CONTRACT TERM AND TERMINATION:

A. CONTRACT TERM.

This Contract is effective on the date of last signature and expires one year after the effective start date. OSU has the option to extend the term of this Contract for nine (9) additional one-year terms based on the current terms and conditions. OSU may exercise this option to extend by providing written notice to Contractor prior to the expiration of the Contract.

B. TERMINATION.

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' written notice. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by OSU's budget and OSU determines, in its assessment and ranking of the policy objectives explicit or implicit in OSU's budget, that it is necessary to terminate the Contract, or (d) if the OSU program for which this Contract was executed is abolished.

OSU may also terminate this Contract at any time by written notice for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. Termination of this Contract under this Section or any other section is without prejudice to OSU's other rights and remedies.

C. 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.

2. STATEMENT OF WORK:

A. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

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

B. ACCEPTANCE OF SERVICES.

Services furnished under this Contract are subject to acceptance by OSU. If OSU finds services furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the services, require Contractor to correct any defects without charge, or negotiate with Contractor to reduce the price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may pursue any of the remedies for Contractor's default detailed in that Section above.

C. BUSINESS REVIEWS.

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

3. COMPENSATION:

A. EXPENSE REIMBURSEMENT.

OSU will not reimburse Contractor for any expenses under this Contract.

B. INVOICES AND PAYMENT TO CONTRACTOR.

Contractor shall send invoices to OSU for services completed and accepted by OSU. Contractor shall include in each invoice:

- a. The Contract number;
- b. A description of services performed, including the dates services were performed, all deliverables delivered during the period of the invoices, the rate(s) for services performed, and the total cost of services;
- c. Itemization and explanation of all expenses for which Contractor claims reimbursement authorized under this Contract;
- d. The total amount due and the payment remittance address.

Contractor shall send all invoices to OSU's Department Administrator or to the Department to which the services were provided if a Department Administrator is not specified.

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

C. PRICE ESCALATION.

Pricing shall remain the same throughout the initial term of the Contract. Contractor may negotiate pricing for subsequent extension terms after the initial term. Contractor shall submit in writing any proposed increase in pricing to OSU for consideration at least sixty (60) days prior to the expiration of the Contract. Contractor must provide documentation in support of the request. Price increases accepted by OSU will remain the same for the entirety of the extended term.

4. **INSURANCE:**

A. GENERAL REQUIREMENTS.

The required insurance amounts set forth below do not in any way limit the amount or scope of liability of Contractor under this Contract. The amounts listed indicate only the minimum amounts of insurance coverage that OSU is willing to accept to help insure full performance of all terms and conditions of this Contract.

B. PRIMARY COVERAGE.

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

C. ACCEPTABILITY OF INSURERS.

Insurance is to be issued by an insurance company authorized to do business in the State of Oregon with an "A.M. Best" rating of no less than A-VII, or such other insurance carrier approved in writing, in advance, by OSU.

D. ADDITIONAL INSURED.

Each liability policy, except Workers' Compensation and Professional Liability, shall be endorsed to include "Public Universities Risk Management and Insurance Trust and OSU, its officers, trustees, employees and agents" as additional insured but only with respect to the Contractor's activities to be performed under this Contract.

E. 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.

F. 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 \$2,000,000 per occurrence and \$4,000,000 aggregate. An excess liability or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis. Said policies shall include, or be endorsed to include, "Public Universities Risk Management and Insurance Trust and OSU and its officers, board members, employees, and agents" as additional insured.

G. AUTOMOBILE LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. This coverage can be provided by combining the Automobile Liability Insurance with the General Liability Insurance. Coverage limits shall be a minimum of \$1,000,000 combined single limit per occurrence.

H. PROPERTY INSURANCE.

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

I. WORKERS' COMPENSATION.

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract must provide and maintain, for all employees engaged in Work under this

Contract, Workers' Compensation insurance as required by the laws where an employee engages in Work. The coverage must include statutory coverage for states in which employees are engaging in Work and employer's liability protection with minimum limits of \$1,000,000 each accident; \$1,000,000 disease each employee; and \$1,000,000 disease each policy.

J. AVIATION LIABILITY INSURANCE.

The Contractor shall maintain, for the entire duration of this Contract, comprehensive aviation liability insurance coverage, such insurance shall, at a minimum, consist of:

- a. Comprehensive third-party aircraft liability insurance, including passenger legal liability, sufficient to cover all persons and all cargo authorized by OSU to be transported on the Aircraft, and protecting OSU against claims for bodily injury and/or death and/or property damage at a combined single limit (CSL) minimum of ten million dollars (US Currency \$10,000,000) per occurrence, with no passenger sublimits.
- b. The insurance policies and Certificate(s) of Insurance required in accordance with this section shall name "Public Universities Risk Management and Insurance Trust and OSU, its officers, board members, employees and agents" as additional insureds on the liability policy.
- c. Provide territorial limits as "worldwide" and will clarify any territories that are excluded.
- d. The policy shall include a waiver of subrogation in favor of OSU.

K. 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 at the earliest possible opportunity, no later than 10 days prior to the scheduled flight. The Certificate(s) will specify all of the parties who are Additional Insureds as per the requirements above. Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

5. INDEMNIFICATION:

A. INDEMNITY.

- a. Contractor shall indemnify, hold harmless and, not excluding OSU's right to participate, defend OSU and its officers, board members, employees, agents and other representatives from and against all liabilities, claims, actions, damages, losses, or expenses, including without limitation reasonable attorneys' fees and costs, that: (i) are caused or alleged to be caused, in whole or in part, by the negligence, omissions, wrongful acts or willful misconduct of the Contractor or any of its officers, directors, agents, employees, or subcontractors, or (ii) alleging Contractor's services, information or materials supplied by Contractor to OSU under this Contract, or OSU's use of any of the foregoing infringes on any patent, copyright, trade secret, trademark, or other proprietary right of a third party.

B. DEFENSE.

- b. Contractor shall have control of the defense with counsel reasonably acceptable to OSU, except that: (i) OSU may join the defense with its own counsel and at its own expense if OSU determines there is a conflict of interest or there is an important government principle at issue, and (ii) OSU'S consent is required for any settlement that requires OSU to pay any money, does not release OSU from all liability from the claim, or adversely affects OSU's interest.

6. LAWS AND POLICIES:

A. APPLICABLE LAW; JURISDICTION AND VENUE.

- a. The laws of the State of Oregon (without giving effect to its conflict of laws principles or laws) govern all matters arising out of or relating to the Contract, including, without limitation, its validity,

interpretation, construction, performance or enforcement. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of Oregon for Benton County.

- b. Notwithstanding paragraph (a), if a legal action or proceeding must be brought in a federal forum, the party shall bring the legal action or proceeding in the United States District Court for the District of Oregon. This paragraph does not authorize Contractor to bring a legal action or proceeding against OSU in a federal forum except to the extent Congress has validly abrogated OSU's sovereign immunity. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- c. Except as set forth in paragraph (b), the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

B. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES.

- a. The parties shall at all times comply with all applicable federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. The parties shall at all times comply with all applicable standards and policies of OSU, including without limitation any such laws or regulations regarding employment discrimination. If this Contract is being funded with federal funds, Contractor agrees to comply with all applicable federal contracting statutes, regulations and policies.
- b. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; (x) the Health Insurance Portability and Accountability Act requirements noted in OAR 125-055-0115; (xi) the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628; (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

C. FEDERALLY REQUIRED PROVISIONS.

- a. 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.
- b. 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.

- c. 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).
- d. 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.
- e. COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES. Pursuant to 2 CFR 200.216 and 2 CFR 200.471, which implement Section 889 of the NDAA (Public Law 115-232), OSU is prohibited from obligating or expending grant funds to procure equipment, services or systems that use **covered telecommunications equipment or services** as a substantial or essential component of any system, or critical technology as part of any system. Contractor represents and warrants that in performing under this contract it will not provide or use covered telecommunications equipment or services as defined by Public Law 115-232, Section 889(f). <https://www.congress.gov/115/plaws/publ232/PLAW-115publ232.pdf>
- f. 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.
- g. DOMESTIC PREFERENCE. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all

subcontracts including purchase orders for work or products under this award.

- h. 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).
- i. 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."
- j. 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.

D. PUBLIC RECORDS LAW NOTICE.

OSU advises Contractor that information OSU receives may be subject to public inspection under Oregon Public Records Law (ORS 192.311 to 192.478).

E. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION.

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

F. FIREARMS POLICY.

OSU has adopted a policy that prohibits Contractor and Contractor's employees, agents, and subcontractors from possessing firearms on OSU property.

G. PARKING.

Contractors doing business on the OSU campus may be required to have a permit to park if utilizing restricted street parking or parking lots. Contractor parking permits may be obtained through OSU's Office of Transit & Parking Services.

H. SEXUAL HARASSMENT POLICY.

OSU has policies that prohibit sexual harassment of members of the OSU community and in keeping with those policies Contractor and Contractor's employees, agents, and subcontractors are prohibited from engaging in sexual harassment of members of the OSU community.

I. SMOKING POLICY.

OSU has a policy that prohibits Contractor and Contractor's employees, agents, subcontractors from smoking on the OSU campus or other OSU owned property. The smoking prohibition includes all indoor and outdoor spaces.

7. GENERAL TERMS AND CONDITIONS:

A. ORDER OF PRECEDENCE.

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

B. NO THIRD PARTY BENEFICIARY.

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

C. ASSIGNMENT/SUBCONTRACT/DELEGATION.

Contractor shall not assign, subcontract, delegate or otherwise transfer any of its rights or obligations under this Contract, without the prior written approval of OSU. Any assignment of rights or delegation of duties is prohibited under this Section, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights or delegation of duties in violation of this Section is void. OSU's consent to delegation does not relieve Contractor of any of its performance obligations.

D. WAIVER.

No waiver of an obligation under this Contract is effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Contract operates as a waiver or estoppel of any right, remedy or condition.

E. ACCESS TO RECORDS AND AUDIT.

Contractor shall maintain accurate books, records, documents, and other evidence (collectively, "Records") following 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. Contractor shall permit OSU and the federal government and their respective duly authorized representatives to have access to the Records that are directly pertinent to this Contract for the purpose of conducting an audit, or other examination, or for creating excerpts or transcripts. Contractor shall maintain Records for OSU's review for at least six years beyond the term of the Contract. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU under this Contract.

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

F. GOVERNMENT EMPLOYMENT STATUS.

Contractor certifies that either (a) it is not currently employed by OSU or the federal government; or (b) if Contractor is so employed, Contractor has fully disclosed to OSU in writing such employment status, is in full compliance with any statutes, regulation, and OSU or the federal government policies regarding employee contracting, and agrees to indemnify and hold harmless OSU for any failure by Contractor to comply with such statutes, regulations, or policies.

G. INDEPENDENT CONTRACTOR STATUS.

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265. Contractor has no authority to act on behalf of OSU and shall not purport to make any representation, contract, or commitment on behalf of OSU.

H. NOTICE.

- a. A party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Contract shall give the Notice in writing and use one of the following methods of delivery: personal delivery, United States Postal Service Registered or Certified Mail (return receipt requested and postage prepaid), overnight courier (with all fees prepaid), facsimile or e-mail to the other party's address as listed on the signature page of this Contract. Notice to OSU is to be delivered to the Contract Administrator and Departmental Administrator except where this Contract expressly directs or permits delivery of Notice to a different Department.
- b. Notice is effective: (i) if given by facsimile, upon receipt by the sending party of an appropriate facsimile confirmation; (ii) if given by e-mail, by confirmation of receipt by return e-mail, which is not satisfied by an automatically-generated message that the recipient is out of the office or otherwise unavailable; or (iii) if given by any other means, when delivered at the address specified in this Section.

<u>OSU Contract Administrator</u> OSU PCMM ATTN: [Contract No.] Contract Administrator 644 SW 13 th Street Corvallis, OR 97333 Telephone: (541) 737-4261 Fax: (541) 737-2170 E-mail: pacs@oregonstate.edu	and:	<u>OSU Departmental Administrator</u> [Name] [Title] [Address] [City, State, Zip] Telephone: [Phone Number] Fax: [Fax Number] E-mail: [E-Mail Address]
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CONTRACTOR Contract Administrator
[Name]
[Title]
[Address]
[City, State, Zip]
Telephone: [Phone Number]
Fax: [Fax Number]
E-mail: [E-Mail Address]

I. OSU NAME AND TRADEMARK.

Contractor shall not identify this Contract, nor use OSU's names, trademarks, service marks, or other proprietary marks in any of Contractor's marketing material, advertising, press releases, publicity matters or other promotional materials without the prior written consent of OSU, which consent may be withheld in OSU's sole discretion.

J. 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.

K. SALES AND USE TAXES.

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

L. FORCE MAJEURE.

Neither party is responsible for delay caused by an act or event that prevents the party from performing its obligations under this Contract where such cause is beyond the party's reasonable

control and the nonperforming party has been unable to avoid or overcome the act or event by the exercise of due diligence. Such acts or events include without limitation fire, riot, acts of nature, pandemic, epidemic or other health emergency as declared by the health authority, terrorist acts, or other acts of political sabotage or war. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

M. EXECUTION AND COUNTERPARTS.

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

N. SURVIVAL.

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

O. SEVERABILITY.

If any provision of this Contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract remain in full force and effect if the essential terms and conditions of this Contract for both parties remain valid, legal and enforceable.

P. MERGER.

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

8. CERTIFICATIONS AND SIGNATURES:

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

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- B. Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

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

CONTRACTOR:

Signature: _____

Date: _____

By: _____

Title: _____

OSU:

Signature: _____

Date: _____

By: _____

Title: _____

Attachment A - Requirements and Scope of Work

1. Equipment and Employee Minimums:

- a. Contractor to provide a minimum of two (2) helicopters, pilots and service trucks; Contractor must have the ability to move in a substitute helicopter, should one of the initial two be unable to continue on the project.
- b. The Contractor must be the actual owner of the aircraft and service trucks with aircraft N-Numbers registered in the company name.
- c. The pilots shall be employees of the successful Contractor.

2. Anticipated Total Project Flight Hours Per Area:

- a. Total annual project flight hours are anticipated to be about 65-130 hours and geographically distributed approximately as follows:
 - i. Clackamas County and the northern half of Marion County: 10-20 hours
 - ii. Southern half of Marion County and the northern part of Linn County: 10-20 hours
 - iii. Southern Polk County and Benton, Lane and Linn Counties: 20-40 hrs.
 - iv. Western Multnomah, Washington, Yamhill, and northern Polk Counties: 20-40 hours
 - v. Umatilla and Union Counties: 5-10 hours

3. Project Dates and Description of Procedures:

- a. Within the Willamette Valley, the project period can begin on or about mid-May and may continue through mid-June. Weather conditions may require extension of these dates, and flying on weekends may be necessary. Due to weather uncertainty, minimum daily flight hours cannot be guaranteed.
- b. A normal day's service by one helicopter under this Contract is estimated at approximately three to six, 1 to 2 hour flights. Each flight may have up to two OSCS personnel, one serving as navigator and the other as the observer/recorder. In some instances, one OSCS personnel will serve as both navigator and recorder.
- c. An initial point of departure within each of the geographical areas will be specified by OSCS; usually the initial point will be a public or private airport or the contractor's home base. Locations for refueling and for leaving the craft overnight will generally be local public or private airports or locations on farms as arranged by the Seed Certification personnel. Refueling must be available as required during the day at remote locations without having to return to the pilot's and/or helicopter's home base or other airports. Refueling locations are various surfaces, usually level or very slightly sloping, and variously bare ground, gravel, rock pad, cement, gravel and grass, cut grass.
- d. Flying in support of seed crop inspections requires slow maneuvering in all directions within the borders of each field (some fields are on hilly terrain) at approximately 10 – 20 feet above the crop (below the level of local electric power lines, telephone lines, transmission lines, tree tops and rooftops), then lifting out of the field in the direction of the next field to be inspected. Many fields have wires within and crossing them. The types of wires range from single lines looping out to a pump or crossing a field (sometimes with poles hidden in trees or behind buildings, to multiple local electric and phone lines, to massive cross country transmission lines).

- e. Occasionally the pilot may be asked to fly to a specified Global Positioning System (GPS) way-point, or to provide a GPS way-point while in flight over a specified location.
- f. In the event that the helicopters assigned under this Contract are rendered incapable of flight for any reason, the contractor will, with the consent of OSU and with no additional cost to OSU and with no increase in rates to OSU, move in a replacement helicopter. The backup helicopter will have equal performance and equipment. Replacement helicopter delivery to occur by 8:00 AM the following day, or sooner, to the same location or alternate location approved by OSU, to carry out the terms of this Contract. Throughout the delay, Contractor must keep the OCS program manager, or designee, informed of plans, actions and schedule for delivering the replacement helicopter to the project site.

4. Minimum Standards and Qualifications:

a. Operator (Owner) Qualifications:

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

b. Pilot Qualifications:

- i. Pilots must possess a current and valid FAA commercial pilot certificate with appropriate ratings for the equipment to be flown under this Contract, and a current and valid Oregon Commercial Driver License.
- ii. Pilots must possess a current and valid first or second class FAA medical certificate; first class is preferred. A pilot, whose age at the beginning of the month in which his/her annual physical is due, is 40 years old or more, must have an electrocardiogram (EKG) showing an absence of myocardial infarction.

- iii. Any pilot who is actively engaged in OSCS program flight operations, must immediately report to the Contractor any known medical deficiency that would make them unable to meet the requirements for their current medical certificate. The Contractor will immediately inform the OSCS program manager of any pilot who must be replaced on the project.
 - iv. Pilots will be required to substantiate Pilot-in-Command (PIC) time with logbooks.
 - v. Helicopter pilots will have accumulated, as PIC, the following minimum flight times:
 - 1. Helicopter total all weight classes and models: 1500 hours
 - 2. Time in the weight class to be flown for this project: 1500 hours
 - 3. Time in this weight class with turbine engine: 1000 hours
 - 4. Time in weight class, flying near the ground in close proximity to hazards such as wires, trees, poles, towers, antennas, guy wires, wind generators; types of flying would include crop dusting, forest or agricultural spraying, search and squirt (spot spraying from helicopter), animal damage survey and control, animal gathering and capturing, animal eradication and tagging, drip torch, transmission line pulling, Christmas tree harvest: 750 hours
 - 5. Time in proposed make and model within last 12 months: 200 hours
 - vi. If circumstances warrant, and safety considerations are not compromised, certain requirements may be waived. These limited waivers may be appropriate primarily for experienced OSCS contract pilots who do not meet the recent short term flying requirements. Such waivers may only be made by the OSCS program manager or an individual designated by them.
 - vii. No individual will serve as an aircraft pilot or fuel truck driver while taking, or under the influence of, any drug or medication that affects that person's faculties in any manner contrary to safety.
 - viii. Other than replacement at OSU request, Contractor shall make every effort to maintain the same primary and relief pilots throughout the duration of the Contract.
 - ix. OSU may exercise the right to disapprove any pilot who does not meet OSU expectations for responsibility, safety and effectively working with the OSCS navigator to place the craft where needed to perform the required inspections, or to achieve maximum safety and comfort of the onboard OSCS personnel.
- c. Aircraft specifications:**
- i. Either Bell 47G-3B-2A with the Soloy turbine conversion, transmission (900 series preferred), and with weighted rotor blades; or Hiller 12E with Soloy turbine conversion (if a Hiller 12E is proposed, then equipped with long range tanks is preferred)
 - ii. Turbine engines must be equipped with Particle Separator and Mist Eliminator System, or the Barrier Filter System (preferred).
 - iii. Full wrap around bubble
 - iv. 280 hp or greater
 - v. Three side-by-side seating, including the pilot

- vi. Controls in the left seat
- vii. Intercom communications for each seat, providing clear, static free, unbroken, "hands free" communications among the pilot, navigator and observer/recorder
- viii. Removable doors
- ix. If a Hiller 12E is proposed, then operator must have in-house capability to perform main rotor blade balancing, and evidence will be required to document that such balancing was performed in preparation of the craft specifically for this project, and not just at the last 100 hour or annual maintenance, unless such maintenance immediately preceded this project, and with no intervening external load flying time. Balancing results may show no more than a maximum of 0.2 ips lateral and vertical [1:1] (manufacturer's name and model of balancing instrument must be provided in proposal; balancing with a digital balancing instrument is preferred).

d. Aircraft Equipment:

- i. All aircraft shall be equipped with instruments that are in good, operable condition and approved for use with each aircraft make and model, including but not limited to: magnetic compass, free air-temperature gauge, instrument lights, navigation lights, landing lights, and anti-collision beacon, and flight meter (Hobbs or equal) recording in hours and tenths of hours and connected and activated to record flight time only.
- ii. All aircraft shall have a First Aid Kit as a minimum comparable to the No. 25 Industrial Kit (size 2 1/2 " x 7 1/4" x 10 1/2")
- iii. A fire extinguisher minimum 4 BC as required by FAR 135 shall be installed on all aircraft within reach of the pilot; fire extinguishers shall contain Halon.
- iv. All helicopters shall be equipped with FAA approved lap seat belts and double-strap shoulder harness systems for all occupants. Shoulder straps and lap belts shall fasten with one single-point, metal-to-metal, quick-release mechanism.
- v. Helicopters will have 360 channel or greater VHF communications capability. The pilot will have VHF communications without disconnecting the intercom system.
- vi. Helicopters shall be equipped with fully operational helmets of suitable size and size adjustable, with crushable ear cups, specified chin strap test weight, (capable of hands-free communications on intercom radios) for each occupant on the flight. Flight helmets for helicopter usage must conform to a national certifying agency standard, such as DOT, Snell-95, SFI, or an appropriate military standard, and be compatible with required avionics. Flight helmets currently meeting this requirement are the SPH-3, SPH-4, SPH-5, SPH-4B, SPH-8, HGU-56 and HGU-84. Helmets designed for use in fixed wing aircraft do not provide adequate protection for helicopter occupants and are not approved for helicopter use.
- vii. Helicopters shall be equipped with white strobe light, clearly visible from above, for daytime operation.
- viii. Helicopters shall be equipped with Global Positioning Satellite (GPS) instrument.

e. Support Equipment:

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

f. Aircraft Certification, Maintenance, and Inspections:

- i. Aircraft proposed for use in the OSCS flight project will have been certified by the Federal Aviation Administration (FAA) and issued a standard airworthiness certificate in the Normal, Transport, or Utility Category.
- ii. Aircraft proposed for use in the OSCS flight project must have been inspected and determined to be in an airworthy condition, in accordance with Federal Air Regulation (FAR), Part 91.409. This inspection will have been completed within the preceding 100 flight hours and 12 calendar months of the date of intended use.
- iii. All aircraft components that have time in service limitations will be inspected and replaced or overhauled according to the manufacturer's requirements, regardless of category of operation, and in compliance with FAR Part 135 requirements.
- iv. Contractor will maintain records that verify all aircraft, offered in response to this RFP, have been inspected, maintained and overhauled to meet all applicable FAA and aircraft manufacturer's requirements.
- v. Maintenance records for aircraft used in the OSCS flight project will be maintained in accordance with FAR, Part 91.417.

- vi. If requested, the Proposer will, at their expense and at their home base, make the offered helicopters and pilots immediately available for inspections and interview by OSU for compliance with the requirements of this Contract, including test flights and inspection of all maintenance schedules, records, and pilot log books.

g. Maintenance and Operation of Aircraft for Safety and Reliability:

- i. All aircraft used in the OSCS flight project will meet all aviation regulations for safety.
- ii. All applicable FAA Airworthiness Directives and all manufacturers' mandatory service Bulletins that are listed in the operator's FAA Operations Specification will be complied with prior to the performance of this Contract.
- iii. Unless an FAA approved progressive maintenance schedule is in effect, all aircraft will, at minimum, be maintained in accordance with the manufacturers' recommended, or federal aviation regulation required, 100-hour inspection procedure for the aircraft. Other manufacturer's recommended inspections within 100-hour intervals will also be completed prior to project start date. In no case may regularly scheduled maintenance and servicing be allowed to occur during the time of the OSCS project, nor may any regularly scheduled maintenance and servicing be deferred to after the completion of the OSCS project, if doing so will cause a component to remain in service in excess of the specified total time of the time-life component, or hours exceeded between required servicing.
- iv. New or overhauled engines and helicopter transmissions will have accumulated a minimum of five hours flight with no detection of metal chips upon flushing and inspection of filters before use under this Contract.
- v. Aircraft will not be used when engine time reaches manufacturer's recommended inspection/overhaul time, and/or when the airworthiness limitation has been reached for any so designated component, including the power plant components.
- vi. Immediately prior to the project start date, Contractor will provide to OSCS program manager or designee, a comprehensive report of maintenance and service status for each craft, including regularly tracked data as installation dates and aircraft and component total times, service life and time remaining, such data arranged to permit a rapid assessment of remaining time for each component. Results of main rotor balancing will also be provided; once balanced, craft will not be used for other flying prior to the OSCS project.
- vii. The aircraft will be properly adjusted for weight and balance for three adult occupants, and without external equipment and load.
- viii. On board communications system on each offered craft with offered helmets must be tested prior to start of project to ensure proper functioning. All communications shall be hands free and provided through microphone and ear pieces that are integral with the contractor provided helmets. Contractor shall conduct testing with three people on-board, wearing helmets, and in the air to ensure correct operation in operating conditions.

- ix. Within one to two weeks prior to start of project, or as close thereto as is possible to schedule, OSCS and Contractor will schedule a pre-project safety meeting, and to be attended by OSCS representatives and pilots. Purpose is to review procedures and discuss all procedures in relation to safety and ability to conduct sufficient seed crop inspections. There may also be post-project debriefings to share and evaluate new project specific developments.
- x. OSCS recognizes that the pilot is the aircraft commander and has the final authority to cancel or postpone any flight, which in their judgment is unsafe or unwise because of weather, malfunction of the aircraft, or for any other reason which may affect the safety of the flight. The pilot has final authority as to the aircraft's operation, preflight, reserve fuel, loading and duration of flights, and shall not be required to operate under conditions beyond their capability. The pilot shall comply with OSCS procedures unless, in the pilot's judgment, such compliance will be in violation of an applicable Federal or State regulation. The pilot shall terminate any flight at the request of an OSCS representative and shall terminate flight activities for the remainder of a day at the request of an OSCS representative.
- xi. Pilots will ensure that in-flight precautions are taken to avoid infringement on "congested areas" as referenced in FAA FARS. Pilots will immediately maneuver craft away from any vicinity where the craft is causing disturbance to person(s) and/or animals on the ground; the craft may not be used to harass wildlife while in the service of the OSCS project.
- xii. The pilot is responsible for the safe operation of the aircraft and will insure that safety requirements are strictly adhered to. Pilot shall conduct pre-flight and post-flight inspections to ensure proper functioning of all systems and the integrity of the aircraft. There shall be NO SMOKING during aircraft operation or refueling, or while transporting OSCS personnel in the service truck.
- xiii. Single engine passenger flights during instrument conditions are prohibited.
- xiv. All pilots flying OSCS missions will be subject to the following flight limitations. All work related flying time shall count toward the limitations. Pilot flight time limitations are as follows:
 - 1. A pilot may fly no more than 8 hours per day of ferrying, reconnaissance, and personnel transport work.
 - 2. No pilot may exceed 40 hours of flight time in any 7 consecutive days.
- xv. Pilots engaged in OSCS operations must consistently demonstrate the following traits:
 - 1. Positive flying safety attitudes and habits to achieve maximum safety, health and comfort for OSCS personnel.
 - 2. Positive attitude regarding requirements and procedures for aerial inspections of seed crop fields.
 - 3. Emotional stability under the stress of low-level aircraft operations required for seed crop field inspections.
 - 4. Positive attitude to work and communicate effectively with OSCS personnel.

5. Willingness to learn the requirements of a seed certification field inspection and to use knowledge to safely and appropriately position and maneuver the helicopter in support of an effective inspection by the OSCS personnel, and to avoid problems from motion sickness.
 6. OSCS retains the right to ask the Contractor to replace a pilot on the project should OSCS determine at its sole discretion that the pilot fails to demonstrate these traits.
 - xvi. All occupants of helicopters will be provided safety flight helmets, approved for use in helicopters.
 - xvii. Pilots will ensure that all passengers are properly wearing their lap belts and shoulder harnesses prior to each lift-off.
 - xviii. Pilots will brief the passengers as required by FAR 135.117 prior to each flight, and prior to each departure from the helicopter.
 - xix. No pilot may leave the cockpit of the helicopter unattended while the engine is running with OSCS personnel inside the cockpit.
 - xx. Refueling of the helicopter must not begin until after the OSCS personnel have unloaded and are away from the craft.
 - xxi. Unless a helicopter is resting firmly on the ground, no attempt will be made to load or unload passengers.
 - xxii. Jumping from a hovering helicopter shall not be permitted.
 - xxiii. Helicopter night departures from field or project sites will not be permitted while the aircraft is providing services to OSCS.
 - xxiv. Transportation of OSCS personnel at night in helicopters is prohibited.
 - xxv. The pilot will not permit any person to ride in the aircraft other than an authorized employee of the Contractor or OSCS personnel. The status of the latter may be confirmed with the OSCS project manager or his designee.
 - xxvi. Flying over a cross-country electrical transmission line will be done at the towers.
 - xxvii. The pilot will ensure that the helicopter bubble is cleaned prior to the start of every day, and prior to subsequent flights during the day as necessary to maintain a clear, transparent bubble throughout the time of the project.
 - xxviii. Pilot will remove pollen from rotor blades whenever pollen build-up influences flight handling characteristics of the helicopter.
 - xxix. Exceptions or alternation to any specification for aircraft, service vehicle, maintenance, pilot, mechanic or operational procedure, must be submitted to, and approved by the OSCS program manager or an individual designated by them.
- h. Maintenance Personnel Qualifications:**
- i. Contractor's chief maintenance officer must have a current FAR Part 65 Section 91 Inspection. Authorization applicable to the helicopter makes and models specified for this project.
 - ii. Contractor's chief maintenance officer must have a minimum of 10 years' experience in shop and field maintenance of the makes and models specified for this project.

5. Allowable Flight Time Charges:

- a. Flying time will be logged in hours and 1/10 hours

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

**EXHIBIT B
CERTIFICATIONS**

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

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the Proposer, 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 Request for Proposal and all Exhibits and Addenda to the Request for Proposal; and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Request for Proposal and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Proposal.

SECTION III. PERMISSIVE COOPERATIVE PROCUREMENTS

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

- agrees
 disagrees

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

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Telephone: (____) _____

Title: _____ Fax: (____) _____

FEIN ID# or SSN# (required): _____ Email: _____

Company: _____

Address, City, State, Zip: _____

Construction Contractors Board (CCB) License Number (if applicable): _____

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non-Profit

**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
SUMMARY OF HELICOPTER SPECIFICATIONS

Company Name _____

Complete one sheet for each of four offered helicopters

_____ (Operator/vendor) _____ (Date)

Aircraft Make & Model:

FAA 'N' Number:

Serial Number:

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

Year Built:

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

Gross Weight:

Fuel Total Gallons:

Fuel Total Hours:

Number of Passengers (excluding pilot):

Annual Inspection Date (accomplished):

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

Aircraft's Registered Owner:

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

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

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

Engine HP:

Transmission model number:

Global Positioning System:

VHF Radio (720 or 360 channel):

Number of helmets available:

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

**EXHIBIT F
MECHANIC RESUME**

Company Name _____

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

(Mechanic's Name)

Employment history:

Formal training:

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

FAA Certifications:

Other evidence of pertinent experience:

EXHIBIT G
SERVICE TRUCK INFORMATION

Company Name _____

Vehicle One:

- Vehicle make/model/year:

- Number of tanks/capacity/ content:

- Filtration type

Vehicle Two:

- Vehicle make/model/year:

- Number of tanks/capacity/ content:

- Filtration type

Vehicle Three

- Vehicle make/model/year:

- Number of tanks/capacity/ content:

- Filtration type

Vehicle Four

- Vehicle make/model/year:

- Number of tanks/capacity/ content:

- Filtration type

**EXHIBIT H
PRICING SHEET**

Company Name _____

(Operator/Vendor)

(Date)

Address:

Phone #: _____

After 5: _____

Fax: _____

Aircraft Make & Model: _____

Rate per hour with pilot*: _____

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

Overnight rate per pilot and driver: _____

Type of vehicle: _____

Service vehicle – rate per day: _____

Rate per mile to trailer helicopter: _____

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

Signature and Title: _____

Air Taxi Certificate Number: _____