



**OREGON STATE UNIVERSITY
REQUEST FOR QUOTE (RFQ)**

		ISSUE DATE:	04-24-12
RFQ #	TR159160Q	RFQ DUE DATE:	04-30-12 (10:00 AM)
DELIVER TO:		REQUESTED BY / RETURN QUOTE TO:	
DEPARTMENT:	Fisheries & Wildlife	NAME:	Tim Rogers
ADDRESS:	OSU	E-MAIL:	timothy.rogers@oregonstate.edu
CITY, STATE ZIP:	Corvallis, OR 97331	TELEPHONE:	541-737-3423
REQUIRED DELIVERY DATE:	As detailed in Exhibit B	FAX:	541-737-2170

Aerial Survey and Radio Telemetry Flight Quote

The Columbia River Avian Predation Project plans to conduct multiple aerial surveys to document, count, and photograph colonial nesting water bird colonies. The project also plans to conduct additional aerial work to radio track double-crested cormorants that will be tagged with VHF radio transmitters (tags). This RFQ is to obtain quotes for the aerial service to document and photograph colonies and to conduct telemetry flights, in accordance with the specifications in Exhibit A, which will occur from late April through July 2012 (see Proposed Work Schedule in Exhibit B). Scheduled dates are approximate dates contingent on weather and may need to be changed depending on nesting chronology at avian colonies. Each telemetry flight with a To Be Determined (TBD) date will be conducted in May, June, or July. Telemetry flights with a TBD service area will be conducted over one of the described service areas as needed during the same three month period.

The specifications included in Exhibit A are required. If you are unable to meet the specifications, your quote will be considered non-responsive and will not be considered. Your quoted prices should include all costs to perform the work as specified in Exhibit A. Quotes must reflect total flight hours, per diem for overnight flights away from home, and the anticipated ferry hours that will be charged for pilots to arrive at and return home from the departure airports which are indicated in Exhibit B, Proposed Work Schedule. Ferry hours for service areas listed as TBD do not need to be included in the quote since the departure airport is not listed.

The work covered under this RFQ will be contracted under a Personal/Professional Services Contract ("PPSC") and is subject to the Department of Higher Education Standard Personal/Professional Services Contract Provisions. A sample PPSC is included as Exhibit C.

Delivery is f.o.b. destination, prepaid and allowed. Shipping, freight and handling must be included in quoted prices. Additional costs for such are disallowed.	TOTAL	
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DELIVERY TIME AFTER RECEIPT OF ORDER:		PRICES VALID THROUGH:	
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SPECIAL INSTRUCTIONS: 1. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. 2. Brand names are for the purpose of describing and establishing the characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by OSU. 3. Quoters must clearly identify all products quoted. Brand name and model or number must be shown. 4. Only documents issued as addenda by OSU serve to change the RFQ in any way. 5. OSU reserves the right to make the award by item, partial or whole lots, groups of items or entire quote, whichever is in the best interest of OSU. 6. OSU may reject any Quote not in compliance with the RFQ, attachments, and addenda, or if it is in the best interest of OSU.	VENDOR INFORMATION:	
	COMPANY:	
	ADDRESS:	
	CITY, STATE, ZIP:	
	CONTACT NAME:	
	E-MAIL:	
	TELEPHONE:	
	FAX:	
	VENDOR SIGNATURE:	
	<i>By signature below the undersigned certifies that they are authorized to act on behalf of the quoter and will comply with all aspects of the quote herein.</i>	
SIGNATURE:		
NAME/TITLE:		

This procurement is subject to the indicated Oregon State University Standard Terms and Conditions for: Goods Services Purchase Order Construction Software. The indicated terms and conditions may be viewed at <http://pacs.oregonstate.edu/terms-and-conditions>

Exhibit A - Specifications

COMPANY: _____

DATE: _____

NAME/TITLE: _____

SIGNATURE: _____

Please read carefully through the specifications included in Exhibit A and indicate in the column on the right with a YES or NO whether or not you are able to meet the specifications.

SPECIFICATIONS	YES/NO		
1. Schedule 3 to 8 hour flights with a minimum of 48 hours notice. Able to reschedule flights due to inclement weather without a rescheduling fee.			
2. Plane must be able to accommodate the pilot and 3 passengers. All 3 passengers require headphones with 2-way radio communication. A passenger will be taking photographs and needs access to the front passenger window. All seats must have seat belts with shoulder harnesses.			
3. Flights will depart from Astoria, The Dalles, and Kelso-Longview Airports and potentially an airport in Puget Sound, Washington.			
4. Pilot and planes with current Department of Interior Aviation Management Cards.			
5. Due to the danger associated with flying in the Columbia Gorge, the pilot assigned to flights must have at least 5 years experience flying in and around the Columbia Gorge. Flights will require circling, repeating flight paths over designated areas, and flying as low as 500 feet, pilot must have at least 5 years flying in similar situations.			
6. Pilot must be willing to fly in congested air space, such as Seattle.			
7. Pilot or company must be willing to obtain permission to fly secure or sensitive airspace such as Bremerton Naval Base, Umatilla Army Depot, and Hanford Nuclear Area.			
8. Pilot needs to have the ability to identify specific islands in Columbia River Estuary, on the Mid-Columbia River and off of the Columbia River in the lakes of the Columbia River Basin.			
9. Aircraft shall be equipped with two GPS systems with current databases, topographical detailed mapping with one allowing instrument approaches.			
10. Aircraft shall be equipped with recognition and strobe lights.			
11. The aircraft shall have 300+ horsepower.			
12. Aircraft shall be equipped with a Traffic Collision Avoidance System (TCAS) radio, Automated Flight Following, and live cockpit satellite weather.			
13. Aircraft shall be equipped two VHF FM radios with narrow band and P25 digital approved installation (to contact marine resources or Coast Guard)			
14. Pilot needs to be able to accommodate new passengers with out flight experience who may become ill during the flight.			
15. Pilot must have experience conducting flights to carry out radio telemetry.			
16. Pilot must provide and install the following telemetry equipment for each telemetry flight: two antennas, mounting brackets (as needed), installed cables w/ BNC connectors , and antenna cable access for a switchbox for simultaneous and independent use of each antenna.			
17. Plane must be equipped 12V power source for in-flight charging of a telemetry receiver.			
18. Company must be willing to invoice Oregon State University under Net 30 terms.			
	QTY/HOURS	PRICE/UNIT	TOTAL PRICE
FLIGHT RATE PER HOUR =	126 / hours	\$	\$
PER DIEM FOR OVERNIGHT FLIGHT AWAY FROM HOME =	10 / nights	\$	\$
ESTIMATED TOTAL FERRY HOURS/PRICE PER HOUR =	_____ / hours	\$	\$
TOTAL QUOTE			\$

Exhibit B – Proposed Work Schedule

**2012 Aerial Service Schedule-
Avian Colony Surveys and Cormorant Telemetry**

Primary Objective (s)

Flight Service Area of Coverage and Departure Airport	Colony Survey	Radio Telemetry	Start Date	Service days	Flight hours/excluding ferry time
Lower Columbia River (Estuary to Bonneville Dam, Willapa Bay, and Grays Harbor) from Astoria, OR	Yes	No	24-Apr	1	4
Mid-Columbia River and Columbia Plateau (above Bonneville Dam) from The Dalles, OR	Yes	Yes	17-May	2	12
Lower Columbia River (Estuary to Bonneville Dam, Willapa Bay, and Grays Harbor) from Astoria, OR	Yes	Yes	27-May	1	5
Washington Inside Waters (Strait of Juan de Fuca, Puget Sound and north - to locate nesting colonies) from Kelso-Long View, WA	Yes	Yes	7-Jun	1	8
Washington Outer Coast (Grays Harbor to Cape Flattery - to locate nesting colonies) from Astoria, OR	Yes	Yes	8-Jun	1	8
Lower Columbia River (Estuary to Bonneville Dam, Willapa Bay, and Grays Harbor) from Astoria, OR	Yes	Yes	21-Jun	1	5
Mid-Columbia River and Columbia Plateau (above Bonneville Dam) from The Dalles, OR	Yes	Yes	26-Jun	2	12
Washington Inside Waters (Strait of Juan de Fuca, Puget Sound and north - to assess productivity) from Kelso-Long View, WA	Yes	Yes	7-Jul	1	8
Near Coast (Cape Lookout, OR north to Cape Flattery, WA) from Astoria, OR	No	Yes	TBD (May-July)	1	8
Near Coast (Cape Lookout, OR north to Cape Flattery, WA) from Astoria, OR	No	Yes	TBD (May-July)	1	8
Near Coast (Cape Lookout, OR north to Cape Flattery, WA) from Astoria, OR	No	Yes	TBD (May-July)	1	8
South and Central Oregon Coast from Astoria, OR	No	Yes	TBD (May-July)	1	8
South and Central Oregon Coast from Astoria, OR	No	Yes	TBD (May-July)	1	8
Service Area TBD	No	Yes	TBD (May-July)	1	6
Service Area TBD	No	Yes	TBD (May-July)	1	6
Service Area TBD	No	Yes	TBD (May-July)	1	6
Service Area TBD	No	Yes	TBD (May-July)	1	6

TBD = To be determined

Total Hours
Scheduled --> 126

Exhibit C – Sample Contract

Oregon State University PERSONAL/PROFESSIONAL SERVICES CONTRACT (PPSC)

Department Contract # _____

This Contract is entered into by and between the State of Oregon acting by and through its Board of Higher Education on behalf of Oregon State University (OSU/Institution) for its _____ (Department) and _____ (Contractor).

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

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

The following attachments are incorporated by this reference and made a part of this contract: Attachment A, OUS Standard Contract Provisions and Attachment B; Attachment C; Other Attachments _____, _____, _____.

INSURANCE: the minimum limit is \$ _____ Type required: CGL AUTO Professional

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

OSU

CONTRACTOR

OSU Department Head Date
(Typed Name):

Signature Date
Typed Name:
Address:

OSU Contract Officer Date

Phone:
Banner Vendor ID No.:
U.S. Tax Identification No.:
Contractor is a: (Check One)
 Resident U.S. citizen
 Resident non-U.S. citizen (Green Card Holder)
 Non-U.S. citizen
 Partnership
 Corporation
 Contractor is also a minority group member

Department of Justice Date
(Only for contracts over \$100,000)

OSU VENDOR NO.	FORM PREPARED BY	PREPARER'S ADDRESS	DATE

INDEX CODE	ACCOUNT CODE	ACTIVITY CODE	PAYMENT AMOUNT

Place Bar Code Label Here	All payments and reimbursements made on this contract will be 1099-misc. reportable. <i>Rev 11-/09</i>
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ATTACHMENT A
DEPARTMENT OF HIGHER EDUCATION STANDARD PERSONAL/PROFESSIONAL SERVICES CONTRACT PROVISIONS

ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this contract. The Oregon Board of Higher Education, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for three years from the date of contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of this contract and for any commitments or expenditures in excess of amounts authorized by Institution.

ASSIGNMENT. Contractor shall not assign or transfer its interest nor delegate its obligation in this contract without the express written consent of the Institution.

AVAILABILITY OF FUNDS. Institution certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of the contract, or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this contract.

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

COMPLIANCE WITH APPLICABLE LAW. Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules, and regulations shall not relieve Contractor of these obligations nor of the requirements of this contract. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this contract; pay all contributions or amounts due the Industrial Accident Fund from such contractor incurred in the performance of this contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate Institution official may pay such claim to such payment. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to any unpaid claims.

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

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

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

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

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

INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this contract, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the State Institution of Higher Education, the Institution, and their officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this contract.

INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this contract are those of an independent contractor. Contractor is not to be considered an agent or employee of Institution for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Institution provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this contract. If Contractor is providing personal services as an individual, (a) Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment; (2) Will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance, or Public Employees Retirement System benefits from this contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of Institution; (4) Is not currently employed by the Federal Government and the amount charged does not exceed his normal charge for the type of service provided if payment is to be charged against Federal funds; (5) Is not a member of the Oregon Public Employees Retirement System; or (6) if a contributing member of the Oregon Public Employees Retirement System for which contributions to the retirement system must be withheld, Contractor's contribution to the retirement system will be withheld and a corresponding Institution contribution made; and (7) Must furnish Form IRS Form 8233 in duplicate with this contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax. (b) The Oregon State Board of Higher Education, acting on behalf of Institution, will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

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

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

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

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

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

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

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

TAX COMPLIANCE CERTIFICATION. Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(1), that to the best of Contractor's knowledge Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue, including the Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and the Tri-Metropolitan District Self-Employment Tax.

TERMINATIONS. This contract may be terminated at any time by mutual consent of both parties, or by either party upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, the Institution may terminate this contract effective upon delivery of written notice to Contractor, or at such later date as may be established by the Institution, if (a) Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract; or (b) Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, or not renewed. This contract may also be terminated by Institution for default (including breach of contract) if (a) Contractor fails to provide services or materials called for by this contract within the time specified; or (b) Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from Institution, fails to correct such failures within ten days. The rights and remedies of Institution provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION DUE TO NONAPPROPRIATION OF FUNDS. If sufficient funds are not provided in future legislatively approved budgets of Institution (or from applicable Federal, state, or other sources) to permit Institution in the exercise of its reasonable administrative discretion to continue this contract, or if Institution or program for which this contract was executed is abolished, the Institution may terminate this contract without further liability by giving Contractor not less than thirty (30) days notice. In determining the availability of funds from the Oregon Legislature for this contract, Institution may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

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

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

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

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

RECYCLING. In the performance of this contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

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

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