

TERMS OF AGREEMENT FOR HIRING UNMANNED AIRCRAFT SYSTEMS (UAS) AND PILOTS
ODF-UASCWN-2022

OREGON DEPARTMENT OF FORESTRY
OPERATIONS BLDG. D, PROTECTION
2600 STATE STREET
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THIS AGREEMENT MAKES NO GUARANTEE THAT THE DEPARTMENT OF FORESTRY WILL HIRE UAS AND PILOTS, BUT IN THE EVENT OF SUCH HIRING THIS AGREEMENT WILL BE CONSIDERED BINDING.

- 1) **PURPOSE.** The purpose of this agreement is to set forth the terms and conditions under which the Oregon Department of Forestry will hire Unmanned Aircraft Systems (UAS) and Remote Pilots. The operator is not an officer, employee, or agent of the State as those terms are used in [ORS 30.265](#). The Oregon Department of Forestry wishes to obtain a list of available fully vendor-owned, operated and maintained Call When Needed (CWN) Unmanned Aircraft Systems (UAS) to support wildland fire operations, Search and Rescue (SAR), emergency management and other resource missions.
- 2) **AGREEMENT TERM:**
 - a) The term of the Agreement will commence on the date of the fully executed Agreement and expire on December 31, 2024; unless terminated sooner as provided below:
 - i) The Agreement may be terminated by mutual, written agreement of the Operator and the State.
 - ii) The Agreement may be terminated by the State at its sole discretion, for any reason or no reason, upon 30 days written notice to the Operator.
 - b) Each calendar year of the agreement term, Operators may submit revised submission packets. Revised submission packets must be received no later than May 31st.
- 3) **DEFINITION OF TERMS.**
 - a) COA – Certificate of Waiver or Authorization
 - b) CWN – Call When Needed
 - c) FAA – Federal Aviation Administration
 - d) EO – Electro-optical
 - e) Operator - The person or company who possesses or controls the use of the personnel and equipment, as well as who provides Resources under the terms of this Agreement. The Operator is not an agent, employee, or officer of the State.
 - f) ORS - Oregon Revised Statutes
 - g) PIC – Pilot in Command
 - h) PSD – Plastic Sphere Dispenser
 - i) SAR – Search and Rescue
 - j) State - Shall mean the State, Oregon Department of Forestry, Douglas Forest Protective Association, Coos Forest Protective Association, & Walker Range Protective Association.

k) Small Unmanned Aircraft System (sUAS) – Aircraft weighing less than 55 lbs. at takeoff.

l) UAS – Unmanned Aircraft System

4) TYPES OF FLIGHT ACTIVITIES.

In support of wildland fire operations UAS will supplement manned aircraft by providing additional capability to operate during dense smoke/inversion situations, to gather tactical and situational awareness using sensors, cameras, and infrared technology and to conduct plastic sphere dispenser (PSD) operations. The primary use of UAS under this agreement is to support wildland fire operations and planning personnel by providing one or more of the following:

a) Strategic Situational Awareness:

i) Pre-planned reconnaissance missions to determine general incident characteristics.

Command/Overhead personnel will have the ability to view a live feed at the Incident Command Post (ICP) or other known location.

ii) Pre-planned data collection missions to provide real-time or near real-time data utilized by qualified personnel to develop incident planning products

b) Tactical Situational Awareness:

i) Aircraft will be over the incident **day or night** and will provide real-time information to firefighting personnel.

ii) Aircraft will be available for unplanned sensor tasking to a specific location on the incident to support tactical decision making by firefighting personnel.

iii) The operator will be expected to mobilize to remote areas in Oregon and provide aircraft and data support to Incident Management Teams (IMT).

c) Operators will provide UAS services and data (SEE EXHIBIT A) which will be utilized by qualified incident personnel to complete/provide the following missions/products:

i) Aerial reconnaissance in the form of electro-optical (EO, daylight) and infrared (IR) video (day/night/inversion).

ii) Geo referenced still images of points of interest.

iii) The ability to task the UAS sensors based on incident priorities.

iv) Provide data which can be used to plot points, lines, and polygons.

d) Qualified operators will conduct PSD operations to support incident goals and objectives.

5) OPERATOR RESPONSIBILITIES

a) The operator shall be responsible for UAS mission execution to include but not limited to transportation, system set-up for mission execution, UAS operations, documentation and record keeping, data processing, storage, security of equipment, tear down at the operational site and end of assignment data reporting.

b) The operator shall be responsible for safe operation and coordination with aviation resources to ensure aircraft separation and deconfliction.

- c) The operator shall be responsible for coordination with ground personnel to ensure timely delivery of requested products or operational timelines.
- d) Data collected and stored by the operator must be secure and only available to qualified agency personnel. Data collected will not be shared with other agencies without ODF permission.
- e) The operator shall be responsible for coordination with the agency State Aviation Coordinator to request FAA waivers (when applicable).
- f) The Operator will be responsible at all times for the security of their contract aircraft, vehicles, and associated equipment.
- g) Upon demobilization from the incident the Operator is responsible for providing flight data to the State Aviation Coordinator using the following webform (information includes date, pilot in command, take-off and landing time, flight time, location and :
https://forms.office.com/Pages/ResponsePage.aspx?id=Mmk_qnz6tEegzqWYytFhz0P9Uk0yKatPqbhVDXuqtGBUQ1AyQIk1RktCSIVMTTRQM1VGRkNaNzJRVC4u.

6) **STANDARDS.**

All UAS and remote pilots hired by the State will meet and comply with all Federal and State policies, rules, and regulations applicable to pilot certification, aircraft registration, information collection and storage, and the safe operation of UAS.

a) **Operating Requirements.**

- i) Small unmanned aircraft operators must comply with rule [14 CFR Part 107](#). The small UAS rule (14 CFR part 107) includes the option to apply for a Federal Aviation Administration (FAA) [Certificate of Waiver or Authorization \(COA\)](#), which allows for a UAS operation to deviate from certain operating rules if the FAA finds that the proposed operation can be performed safely.
- ii) When UAS are deployed in support of emergency operations (firefighting, SAR, etc.), the State Aviation Coordinator will work with the operator to gain the needed waivers and authorizations using the [FAA's Special Governmental Interest \(SGI\) process](#).
- iii) To fly an unmanned aircraft that exceeds 55lbs or when the mission includes a non-waiverable rule, you may apply for an exemption under the [Special Authority for Certain Unmanned Systems, 49 U.S.C. §44807](#) or complete the FAA's [Certification](#) process. If the operator has an existing COA, the State Aviation Coordinator or designee can coordinate a discussion with the FAA to determine regulatory compliance.
- iv) All UAS Operations will comply with the ODF Air Operations Policy and Aviation Procedures Manual. The agency considers the [NWCG Standards for Fire Unmanned Aircraft Systems Operations \(PMS 515\)](#) as guidance (some operational differences exist) but is a helpful resource for incident UAS Operations.
- v) All Type 1 and 2 aircraft will be equipped with Mode C transponders (see section d) UAS Typing for wildfire response.

b) **Aircraft Registration Requirements.**

All aircraft must be registered with the [Federal Aviation Administration](#).

c) Aircraft Equipment and Support Equipment.

All aircraft equipment and support equipment shall comply with appropriate State and FAA Regulations. The operator-furnished aircraft, service/support vehicle, and all other equipment must be operable, free of damage, and in good repair. Aircraft must be airworthy, and systems and components must be free of leaks, except where specified by the manufacturer. No fuel leaks are allowed.

d) UAS Typing for Wildfire Response.

i) Type 1 and 2

- (1) These aircraft will generally be operated to provide strategic situational awareness (SA) and incident mapping.
- (2) Aircraft can operate above all other incident aircraft or at lower altitudes when no other aircraft are operating in the airspace.
- (3) Communications are maintained with the UAS crew on the assigned Victor (AM) or air-to-ground (FM) frequencies.

ii) Type 3 and 4

- (1) These aircraft are generally operated and perform tactical SA or mapping missions on/near the Fireline or incident.
- (2) Most do not carry transponders.
- (3) Communications are maintained with the UAS crew only on assigned FM frequencies.

iii) UAS Typing Table

Type	Configuration	Endurance	Data Collection Altitudes (agl)	Max Range	Typical Sensors
1	Fixed-Wing	4-16 hours	3,500 – 8,000 (lower limit may vary)	50	EO/Mid or Long Wave IR
2	Fixed Wing	1-6 hours	3,500 – 8,000 (lower limit may vary)	25	EO/ Long Wave IR
3	Rotor Wing	20-60 min	2,000 and below	5	EO/ IR Video and Stills
4	Rotor Wing	Up to 20 min	1,200 and below	<2	EO/ IR Video and Stills

e) Pilot Qualification and Experience.

i) Type 1 and 2 UAS Remote Pilots

- (1) Must have completed a certification and/or training program on the platform(s) offered.
- (2) Must hold a current FAA Part 107 Remote Pilot Certificate.
- (3) PIC must have at least two seasons of UAS wildfire experience.
- (4) PIC must have a minimum of 50 take offs and landings on the aircraft provided and a minimum of 250 flight hours (non-platform specific).

ii) Type 3 and 4 UAS Remote Pilots

- (1) Must hold a current FAA Part 107 Remote Pilot Certificate.

- (a) PIC must hold current incident qualification of Fire Fighter Type 1 or higher.
- (2) Pilots operating UAS with Plastic Sphere Dispenser (PSD) capability must currently hold the incident qualification of Firing Boss (FIRB) or higher.
- (3) Under the direct supervision of a qualified PIC, pilots that hold a current Fire Fighter Type 2 qualification may operate UAS.
- (4) Pilots must have at least two seasons of fire line experience.
- iii) At operator's expense, remote pilots may be required to demonstrate proficiency during a department evaluation in the activity for which they are being hired.

7) Pilot Responsibilities.

- i) A PIC must be designated for each flight and recorded on the [ODF Fixed Wing / Helicopter Shift Ticket](#).
 - ii) Pilots operating Type 3 and 4 UAS are responsible for daily record keeping and documentation ([ODF Fixed Wing / Helicopter Shift Ticket](#)).
 - iii) Pilots are responsible for performing a thorough preflight inspection of the UAS. The PIC is responsible for determining that the aircraft is in a safe condition for flight. The PIC must discontinue flight when the aircraft encounters un-airworthy mechanical, electrical, or structural conditions.
 - iv) Pilot and observers will not have any concurrent duties or responsibilities during the mission. Pilots and observers can only fulfill one crew duty at a time.
 - v) The FINAL go-no-go decision for any flight or maneuver is the responsibility of the PIC.
 - vi) Overloading aircraft will not be permitted. All pilots will follow appropriate procedures to ensure that aircraft weight and balance computations are within authorized limits prior to flight.
- b) Duty and Flight Time Limitations.**
- i) Pilots hired under this agreement will adhere to the duty limitations outlined in the Air Operations Policy (maximum flight time 8 hours and maximum duty day 14 hours).
 - ii) The Air Operations Branch Director (AOBD) or ODF Aviation Manager can increase the safety standard by decreasing the number of duty hours if in his/her opinion the situation warrants. This should be done in coordination with the Incident Commander or District Forester. Limitations will be adhered to except in cases of a life-threatening emergency.
- c) Aircraft Support Personnel and Management.**
- i) Pilot configurations will be based on platform type and mission requirements discussed during mobilization.
 - ii) During the mobilization process Operators shall provide the State with a single point of contact (POC) that will be responsible for coordinating operational waivers with the agency headquarters and check in and initial integration with incident personnel (Incident Commander or Air Operations Branch). This POC shall be technically and administratively authorized to determine the safe integration of operations with the UAS.

iii) Contractors offering Type 1 and 2 aircraft will include in their daily availability rate a UAS Manager (which will satisfy the single point of contact requirement above), which will be the contractor liaison to the headquarters and the incident Air Operations Branch Director or designee. The UAS Manager will assist the Air Operations Branch with selection of a suitable take-off and landing zone, set-up, mission planning, taskings, will attend daily briefings, and be responsible for daily record keeping/documentation. The UAS Manager will not have concurrent pilot or visual observer duties. Provided UAS Managers must have at least two seasons of operational experience with deploying and operating UAS on wildfires.

d) **Personal Protective Equipment (PPE).**

- i) The Operator shall ensure all personnel arrive at an Incident with the proper PPE as described below and be fully prepared to perform under the terms of this Agreement. The Operator shall be responsible for ensuring the PPE is operable and maintained in good repair, and in sanitary and reliable condition throughout the duration of an assignment. Defective or damaged PPE shall not be used.
- ii) If PPE in excess of the items described below is appropriate or necessary at an Incident as required by the State, the Operator shall provide such PPE to all personnel.
- iii) Equipment and clothing for each Resource shall include:
 - (1) Boots. Shall meet [OAR 437-007-1320\(2\)](#). Each Resource shall wear foot protection that provides adequate traction and support for the foot and ankle. Boots shall be fire and melt resistant; heavy duty leather lace-up type; and a minimum of 8" high top with lug type sole in good condition (steel toed boots are not acceptable).
 - (2) Head Protection (Hard Hat or Helmet). Each Resource shall wear head protection, with chinstrap, in accordance with [OAR 437-007-0305\(1\) and \(2\)](#) and shall meet [NFPA 1977](#) standards. - Gloves. Made of heavy-duty leather or Nomex.
 - (3) Eye Protection. Eye protection shall meet the minimum requirements of ANSI standard Z87, latest edition.
 - (4) Head Lamp. With batteries and attachment for the hard hat.
 - (5) Fire Shelter. [New Generation Fire Shelter compliant with MTDC standards.](#)
 - (6) Personal Protective Clothing (Shirt and Pants). Fire resistant clothing shall be certified to NFPA 1977 standards to:
 - (a) Self-extinguish upon removal from a heat source.
 - (b) Act as an effective thermal barrier by minimizing conductive heat transfer.
 - (c) Not melt or shrink to any appreciable degree upon decomposition during exposure to a high heat source.
 - (d) Be manufactured from flame retardant treated (FRT) cotton, rayon, wool, aramid (Nomex™) or other similar fabric.

e) Vehicles.

- i) All vehicles shall be covered by vehicle insurance in accordance with all applicable federal and state requirements.
- ii) Any vehicle under the ownership or control of the Operator shall comply with safety standards applicable to that vehicle. Generally, passenger vehicles shall comply with Department of Labor regulations at 29 CFR 500.104.
- iii) Vehicles other than passenger vehicles which are driven more than 75 miles shall comply with DOT Regulations referenced at 29 CFR 500.105.
- iv) The Operator is responsible for providing all fuel, oil, and maintenance.
- v) When directed by the Incident, Resources shall clean their vehicle(s) to remove noxious weed seeds. The State normally provides cleaning facilities, however, if the State requires use of commercial facilities, the State will reimburse the Resource Provider for actual costs based on the written receipts.

f) Safety & Mishap Reporting.

- i) The reporting of all incidents/accidents is **extremely important**. All aircraft incidents and accidents involving Oregon Department of Forestry shall be reported to the State Aviation Manager immediately by phone.
- ii) A UAS accident is defined by the National Transportation Safety Board (NTSB) as an occurrence associated with the operation of any public or civil UAS that takes place between the time that the system is activated with the purpose of flight and the time that the system is deactivated at the conclusion of its mission, in which.
 - (1) any person suffers death or serious injury, or
 - (2) the UAS has a maximum gross takeoff weight of 300 pounds or greater and sustains substantial damage.
 - (3) In the case of a midair collision between a manned aircraft and a UAS that weighs less than 300 pounds in which no injuries were sustained, consideration should be given to the damage incurred to the manned aircraft to determine if the criteria for substantial damage to the manned aircraft has been met.
- iii) Written reports should be completed in the SAFECOM system and processed through the ODF Aviation Unit. The SAFECOM form must have "State" as the jurisdictional agency to ensure proper routing and timely review. SAFECOMs must be filed as soon as possible and no later than 72 hours of a reportable incident or accident.

g) Dispatch and Assembly.

- i) The request for a Resource will be initiated by a phone call to the Operator from an agency representative. The request shall include the type of assignment, the Incident project name, the Incident or reporting location, and the date and time needed.

- ii) The Operator shall either confirm to the agency representative that the Resource is available, or advise that the Resource is unavailable, within one hour or less depending upon other time limits required or permitted by the State.
- iii) The urgency of the dispatch may require the State to offer less time to confirm availability of a Resource and begin travel to the Incident. The State shall allow safe and reasonable assembly, and travel time to the Incident.
- iv) The Operator shall confirm that the departure time from the company location or other agreed upon Point of Hire will meet the needed date and time requested by the agency.
- v) If the Operator does not confirm within the required time frame that the Resource is available, or if the Operator provides a departure time or expected arrival time that is later than required by the State, the agency representative may cancel the request without compensation to the Operator.
- vi) Upon the confirmation described above, the agency representative or designee will provide the Operator with a completed Resource Order.
- vii) If the Operator accepts a confirmed Resource Order and then later rejects the assignment, without documentation of extenuating circumstances preventing the acceptance of the assignment, the Operator's Agreement may be terminated.
- viii) If an Operator fails to meet the requirements of the Agreement in any respect, the State, at its sole discretion, may cancel the Resource Order and order other Resources.
- ix) By accepting a Resource Order, the Operator represents that it has all permits, licenses, and other authorizations required by the jurisdiction responsible for the Incident to which the Operator is responding, and for which the Operator is providing a Resource, and further represents that that the Operator is not subject to any actions or proceedings, legal or otherwise, that would impede the Resource's ability to perform the Services required under the Agreement.
- x) The State reserves the right to monitor or inspect any contracted Resources to determine Operator's compliance with any Agreement requirements. Operator noncompliance will be subject to all remedies deemed appropriate by State.

8) REQUIRED INSURANCE.

a) Indemnification Clause.

The hired operator shall indemnify, defend and hold harmless the State of Oregon and the Department of Forestry, Douglas Forest Protective Association, Coos Forest Protective Association, & Walker Range Protective Association its officers, divisions, agents, employees and members from all claims, suits or actions of any nature resulting from the activities of the operator, its officers, subcontractors, agents or employees under this agreement.

b) Commercial General Liability.

The Operator shall obtain, at its expense, and keep in effect during the term of the Agreement, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to the State. This insurance shall include personal injury liability, products,

and completed operations, and contractual liability coverage for the indemnity provided under this Agreement and is made on an occurrence basis. Combined single limit per occurrence shall not be less than \$1,000,000. Each annual aggregate limit shall not be less than \$2,000,000.

c) **Automobile Liability Insurance.**

The Operator shall obtain, at its expense, and keep in effect during the term of the Agreement, Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

d) **Workers' Compensation Resource.**

Operators that employ "subject workers" as defined in ORS 656 who work under this Agreement 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.

e) **Additional Insured.**

The insurance policy required for performance under this agreement shall name the State of Oregon, the Department of Forestry, Douglas Forest Protective Association, Coos Forest Protective Association, & Walker Range Protective Association and their officers, employees and agents as additional insured. The policy shall contain a cross liability clause or evidence thereof that such insurance applies separately to all insured. However, nothing in the policy shall be construed as making the State jointly liable with the operator.

f) **Certificate of Insurance.**

As evidence of the insurance coverage required by this agreement, the operator shall furnish a certificate of insurance to the Department of Forestry.

9) PAYMENT

a) Operators shall be registered in the [OregonBuys](#) system to receive payment.

b) **Mobilization Rate (All Aircraft).**

- i) Expressed as a whole dollar rate. This is a flat rate charged to mobilize the aircraft and crew to the incident, to coordinate necessary waivers, and to set up at the selected take-off and landing zone.
- ii) The rate should be designed to cover the time between mobilization and reaching daily aircraft availability status as outlined in "c) Daily Aircraft Availability Rate" below.
- iii) The terms in section g) Dispatch and Assembly apply and must be met to receive the mobilization payment.
- iv) The mobilization period starts when the resource order is received and will not exceed 72 hours.
- v) This rate will not encompass vehicle mileage (separate line item).

c) **Daily Aircraft Availability Rate (All Aircraft).**

- i) Expressed as a whole dollar rate. This is the rate charged per day to the incident for the availability of the aircraft, crew, and the standard camera payload.

- ii) This rate is understood to include the pilot(s), fuel, required crew, UAS manager (for Type 1 and 2) and all maintenance of the aircraft.
 - iii) Daily Availability rate applies when the aircraft and pilot(s) are considered operational by Oregon Department of Forestry (ready for tasking).
 - iv) The aircraft must be available for operational taskings no later than 72 hours after receiving a valid resource order. If an operator is unable to reach availability status in 72 hours, the agency has authority to demobilize the aircraft from the incident.
 - v) On the day the aircraft reaches Daily Availability status the operator will be paid in half or whole days depending on the time the aircraft is ready for tasking:
 - (1) If aircraft reaches availability status before noon and is held the remainder of the day the whole Daily Availability Rate will be paid.
 - (2) If aircraft reaches availability status after noon and is held the remainder of the day, one-half the Daily Availability Rate will be paid.
 - vi) On the day the aircraft is released from the incident the operator will be paid in half or whole days depending on the time of release from the incident:
 - (1) If aircraft is held throughout the morning and released after noon, one whole Daily Availability will be paid.
 - (2) If aircraft is released before noon, one-half Daily Availability will be paid.
 - vii) When the UAS is not available for part of an ordered 14-hour operational period, the amount due to the Contractor will be reduced by 1/28th of the 14-hour availability rate for each 30 minutes the UAS was not available for taskings. After three consecutive hours of unavailability during an operational period the agency has the authority to terminate the assignment and to demobilize the aircraft and crew from the incident.
- d) **Flight Rate (Type 1 and 2 UAS ONLY).**
- i) Expressed as a whole dollar rate. This is the rate charged per hour of flight to the incident.
 - ii) The Incident Commander or designee will order revenue flights. Payments for flight time will be made for properly ordered flights. The agency does not guarantee any minimum or maximum number of flight hours.
 - iii) Proficiency Flights: The Air Operations Brand Director or designee may authorize proficiency flights to occur, in order to maintain a high level of readiness for flight operations. These flights, when ordered by the State, will be paid as revenue flights.
 - iv) Measurement of Flight Time: Flight Time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest on the ground. Flight time will be recorded to the nearest tenth of an hour.
 - v) Payment will not be made for flights for the benefit of the Contractor such as maintenance test flights.

- vi) Flight time associated with inspections shall be at the expense of the Contractor and will not be measured for payment.
- e) **Special Equipment Daily Rate (OPTIONAL).**
 - i) Special Equipment is optional and not a requirement under the agreement.
 - ii) Expressed as a whole dollar rate. This is the rate charged per day, in addition to the Daily Availability Rate, for offered special equipment such as plastic sphere dispenser, plastic spheres, or special camera/sensor payloads requested by the agency.
- f) **Remain Over Night (RON) & Sustenance.**
 - i) Will be paid at the Federal Domestic Per Diem Rate for each authorized crew member when lodging and meals are not provided by the incident. Crew members must be named on the [ODF Helicopter/Fixed Wing Shift Ticket](#) and "RON" must be checked to qualify for reimbursement.
- g) **Service/Support Vehicle Mileage.**
 - i) Will be paid for actual miles driven (at time of order) to travel from the aircraft's location to the fire location or operational base designated by ODF and mileage accumulated while on the incident.
 - (1) For Type 1 and 2 UAS operations – 2 vehicles are authorized
 - (2) For Type 3 and 4 UAS operations – 1 vehicle is authorized (if a second vehicle is needed to support an operation the contractor must request authorization from the agency prior to mobilization)
 - ii) Once released from operation by ODF, vehicle mileage required to travel to home base or where the aircraft originated will be paid. Mileage outside of the required travel must be negotiated in writing prior to departing the incident. When reassigned to a new incident, the receiving incident/agency is responsible for payment of mileage.
- h) All payment items will be documented on the [ODF Helicopter/Fixed Wing Shift Ticket](#).

10) BILLING

All invoices must be received by the State within 90 days of the service provided by the operator.

- a) Each invoice shall include the Incident name and Resource Order number(s), as well as the Operator's name and company name (if different), taxpayer identification number, remittance address, and phone number.
- b) Payment for On-Shift time will be made for actual units ordered and performed under the applicable Resource Information & Rate Sheet (Rate Sheet - CWN Submission Package). Unless specifically stated elsewhere in this Agreement, the cost of any supplies, maintenance, or materials, including non-returned cache items, provided for the Operator by the State shall be deducted from the payment to the Operator.
- c) For any reimbursement items (such as lodging) receipts will be provided with the Operator's invoice.
- d) Incident personnel, the hosting District, Unit, or Association will be able to verify which funds the aircraft has been hired under to determine the appropriate address to send invoices to.

- e) Aircraft hired with Severity Program funds will submit invoices to Fire Business in Salem, OR for payment at severityfinance@odf.oregon.gov.
- f) All other aircraft will submit invoices to the incident host District, Unit, or Association (see g below).
- g) Billing Address. The addresses for all ODF offices can be found at:
<http://www.oregon.gov/ODF/AboutODF/Pages/MapOffices.aspx>.
- h) In order to determine the correct offices to bill for services please reference your Resource Order. The first three digits of the Incident/Project Number determine the correct office to bill. The ODF Business Manager Contact list will help you identify the correct contact and address (link:
<https://www.oregon.gov/odf/fire/documents/odf-district-financial-contacts.pdf>)

11) COMPLIANCE WITH APPLICABLE LAWS, STANDARDS AND POLICIES

- a) The Operator shall be responsible for ensuring that all provided personnel comply with the provisions of this Agreement and any failure to enforce this provision may result in all remedies and penalties permitted under this Agreement.
- b) During the Term of the Agreement, the Operator shall comply with all federal, State, and local laws, rules, regulations, executive orders, and ordinances applicable to the Agreement and any Resource Order, including without limitation, the following:
 - i) The US Department of Labor Fair Labor Standards Act
 - ii) OR-OSHA, OAR Chapter 437, Occupational Safety and Health Codes
 - iii) Oregon Bureau of Labor and Industries Prevailing Wage Rates

12) COMPLIANCE WITH STATE OF OREGON AND FEDERAL TAX LAW

- a) The Operator shall comply with all Oregon tax laws. Oregon State agencies and certain political subdivisions are prohibited from entering into contracts or Agreements with providers of goods and/or Services who are in violation of “any Oregon tax law.” ODF IRA 2022-2024 Rev 3/22 Page 10 of 19
- b) “Any Oregon tax law” includes, but is not limited to, ORS Chapters 118, 119, 314, 316, 317, 318, 320, and 323 and sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended Chapter 16, Oregon Laws 1982 (first special session); the Homeowners and Renters Property Tax Relief, Department of Revenue, ORS 305.610.

13) DEFAULT

- a) The Operator shall be in default of this Agreement under the following circumstances:
 - i) The Operator institutes or has instituted against it, insolvency, receivership, or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
 - ii) The Operator no longer holds a license or certificate that is required to perform its obligations under this Agreement.
 - iii) The Operator commits any material breach or default of any covenant, warranty, obligation, or certification under the Agreement.

- b) The State shall be in default of this Agreement if the State commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement.

14) REMEDIES

- a) If an Operator is in default of the Agreement, the State is entitled to the following remedies:
- i) Recovery of any and all damages suffered as the result of the Operator's default, including but not limited to direct, indirect, Incidental, and consequential damages and damages provided by any other applicable Oregon law.
 - ii) Termination of the Operator's Agreement.
 - iii) Initiation of an action or proceeding for specific performance or declaratory, injunctive, or equitable relief.
 - iv) Exercise of its right of setoff and withholding of monies otherwise due and owing. These remedies are cumulative to the extent the remedies are not inconsistent, and the State may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If the State is in default of the Agreement, the Operator is entitled to Terminate this Agreement as provided in the Termination section.

15) SUBMISSION REQUIREMENTS

- a) Contractor CWN submissions will include the following:
- i) Proof of FAA Compliance:
 - (1) Remote Pilot Certificate
 - (2) Aircraft Registration
 - (3) Aircraft over 55lbs (only) one of the following:
 - (a) Exemption
 - (b) Type and Airworthiness Certificate(s)
 - (c) Existing COA
 - ii) Proof of Pilot Experience and Incident Qualifications
 - (1) Platform Training Certificate (Type 1 and 2)
 - (2) Flight Hour Experience (Type 1 and 2 – logbooks or other documentation that validates experience requirements in section 4.e)
 - (3) Incident Qualification Records (Type 3 and 4)
 - (4) Record of wildfire experience (resource order or other documentation)
 - iii) Certificate(s) of Insurance (see Section 7)
 - iv) Unmanned Aircraft System (UAS) CWN Submission Packet
 - (1) Rate Sheet - Any rate adjustments to a previously submitted Rate Sheet must be sent to the State Aviation Coordinator no later than June 1st for review and approval. No rate adjustments will be accepted after June 1st each calendar year.
 - (2) Pilot Summary
 - (3) Special Equipment (Optional)

- b) Submissions will be accepted until mid-night PST on May 31, 2022.
- c) Submissions will be accepted electronically at aviationsubmissions@odf.oregon.gov.
- d) When a submission is received a short email reply will be sent confirming that the submission is under review. If the review results in questions or the need for follow up, a member of the Aviation Unit will reach out to the Operator for resolution. When a submission is accepted and approved a short email of acceptance will be sent confirming the Contractor will be included on the Emergency Call When Needed List. When the resources are entered into the Incident Resource Ordering Capability (IROC) system a unique agreement number will be recorded on the submission packet.
- e) Questions will be directed to the State Aviation Coordinator at 503-798-5525 or by emailing aviationsubmissions@odf.oregon.gov.

EXHIBIT A – DATA VALUES AND REQUIREMENTS**Data values:**

Fire/Heat:
Smoke detection
Heat detection
Edge of heat
Hot spot

Human/Equipment:

Human (for SAR)
Crew
Engine
Heavy equipment

Metadata file:

Sensor name & type
Operator
Contractor
Contact name
Contact cell
Contact email

Values:

Text file, shape file, or Esri file geodatabase point featureclass
Feature (from list above)
Incident name
Incident and unit identifiers
Lat/long in decimal degrees, WGS 84
Date of acquisition
Local time of acquisition
Sensor angle from vertical (nadir)
Distance from target (feet)
Bearing from target (degrees)

EXHIBIT B – SUBMISSION CHECK LIST

A list of submission requirements (informational only):

	Proof of FAA Compliance:
	<ul style="list-style-type: none"> • Remote Pilot Certificate(s)
	<ul style="list-style-type: none"> • Aircraft Registration(s)
	<ul style="list-style-type: none"> • Exemption, Type/Airworthiness Certificates or COA (ONLY aircraft over 55lbs.)
	Proof of Pilot Experience and Incident Qualifications:
	<ul style="list-style-type: none"> • Platform Training Certificate (Type 1 and 2)
	<ul style="list-style-type: none"> • Flight Hour Experience (Type 1 and 2 – logbooks or other documentation that validates experience requirements in section 4.e)
	Incident Qualification Records (Type 3 and 4):
	<ul style="list-style-type: none"> • Record of wildfire experience (resource order or other documentation)
	Certificate(s) of Insurance (see Section 7):
	Submission Packet:
	<ul style="list-style-type: none"> • Rate Sheet (must sign for submission acceptance)
	<ul style="list-style-type: none"> • Pilot Summary
	<ul style="list-style-type: none"> • Special Equipment (Optional – only complete if you want to offer special equipment)
	After submission acceptance: Ensure you register in Oregon Buys as a vendor