

Request for Quote

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

CREATION DATE : 09-DEC-15
BID NUMBER: 7550121
TITLE: AS/MENHADEN SPOTTER FLIGHTS - DEM

BLANKET START : 01-MAY-16
BLANKET END : 31-OCT-16
BID CLOSING DATE AND TIME: 12-FEB-2016 10:30:00

BUYER: McGurn, Cheryl A
PHONE #: N/A

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DOA CONTROLLER
ONE CAPITOL HILL, 4TH FLOOR
SMITH ST
PROVIDENCE, RI 02908
US

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DEM-FORT WETHERILL MARINE FISHERIES
LABORATORY
3 FORT WETHERILL ROAD
JAMESTOWN, RI 02835
US

Requisition Number: 1437335
Note to Bidders: PER THE ATTACHED SPECIFICATIONS

Blanket Requirements - 5/1/2016 - 10/31/2016
With the option to renew for one (1) additional year.

For vendor information please refer to: <http://www.purchasing.ri.gov/vendors/vendorinfo/vendors.aspx>.

Questions concerning this solicitation must be emailed and received by the Division of Purchases at cheryl.mcgurn@purchasing.ri.gov no later than February 2, 2016 @ 4:00 pm. Questions should be submitted in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, will be posted on the Division of Purchases website at www.purchasing.ri.gov.

Line	Description	Quantity	Unit	Unit Price	Total
1	MENHADEN SPOTTER AIRCRAFT CHARTER - BID PER FLIGHT - 5/1/2016 - 10/31/2016 - PER THE ATTACHED SPECIFICATIONS	1.00	Each		

Delivery: _____

Terms of Payment: _____

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer

**REQUEST FOR QUOTE BID
BID 7550121**

OPTION TO RENEW FOR 1 (ONE) YEAR

**Spotter Pilot for Atlantic Menhaden monitoring program in Narragansett Bay
RI DEM Division of Fish and Wildlife, Marine Fisheries Section**

Program Overview

Atlantic menhaden (menhaden) undergo large coastwise migrations each year. After aggregating in the offshore waters of the Mid Atlantic region during the winter, menhaden migrate west and north stratifying by size and age the further north they migrate (Arenholz, 1991). Menhaden arrive in RI coastal waters beginning in the early spring, and in some years enter Narragansett Bay in large numbers, where they can reside for varying amounts of time until they begin their southward migration in the fall. During the period when they reside in Narragansett Bay, a number of user groups compete for this resource. Commercial bait companies begin to fish on the schools of menhaden and provide bait for both recreational fishing interests and for the lobster fishery. As well, recreational fishermen access the schools of menhaden directly and use the resource as bait for catching larger sport fish such as striped bass and bluefish. Large numbers of sport fishermen can be seen in their boats surrounding large schools of menhaden throughout the spring and summer using various methods to harvest them (snagging lures, cast nets, dip nets). The migration of menhaden to the north is also one factor which brings these larger sport fish to northern areas, as they are an important food resource for these species (Arenholz, 1991; ASMFC, 2010). During the period when the Menhaden resource is within Narragansett Bay and multiple user groups are accessing it. User group conflicts are an inevitable outcome.

To help assuage some of these conflicts, to allow for an amount of the menhaden resource to remain unharvested by commercial interests for use by the recreational community, and to allow a portion of the Menhaden resource to remain in Narragansett Bay to provide ecological services, the RI Division of Fish and Wildlife (DFW) administers a Menhaden monitoring program in Narragansett Bay that collectively uses sentinel fishery observations (floating fish trap data), spotter flight information both with a trained spotter pilot and from independent helicopter flights, fishery landings information, computer modeling, and biological sampling information to open, keep track of, and close the fisheries on menhaden as conditions dictate.

Program Objectives

Administer an Atlantic Menhaden monitoring program in Narragansett Bay that will use sentinel fishery observations (information of landings from floating fish traps), abundance information from spotter flights (both with a trained spotter and independent flights), removal information by tracking fishery landings, and a mathematical model (Depletion Model for Open Systems; see Gibson, 2007) to monitor the abundance of Menhaden in Narragansett Bay in close to real-time and adjust access to the fishery as necessary through a dynamic regulatory framework.

Spotter Pilot Survey Design and Specifications

The Rhode Island Department of Environmental Management / Division of Fish and Wildlife (RIDEM / DFW), under funding from the USFWS Wildlife and Sportfish

Restoration Program, is seeking BIDS from trained menhaden spotter pilots for an Atlantic Menhaden Monitoring Program in Narragansett Bay. This survey program will begin in May of 2016 and continue until the number of available flights is exhausted. Interested parties must agree to the terms/conditions listed below and provide copies of all required documents pertaining to license and insurance with their bid. Interested parties must provide a quote with an hourly rate to be considered. Interested parties employed or contracted, or with immediate family members employed or contracted, by any commercial fishing operation participating in or associated with the Menhaden bait fishery during the survey period as specified below, will not be considered. No sub-contracting of the work as described in the survey requirements below will be allowed under this contract.

Terms/Conditions

Pilot requirements:

- Experience spotting Menhaden or other schooling fish from aircraft and determining school count and total biomass estimates
- Plane/aircraft capable of performing survey as detailed below
- Valid pilot license
- Insurance policy that covers the type of work to be conducted and at least two passengers (proof of adequate coverage must be provided with bid)

Survey requirements:

Conduct 30 menhaden spotter flight surveys from May through October of 2016

- 2 flights per week
- Flights 4 days apart
- Flight start time between 7am and 9am
- Flight duration to last two hours
- Survey eight areas encompassing Narragansett Bay, RI (see attached map)
- Flight path to consist of east to west transects moving in a northerly or southerly direction in each survey area with all turns occurring over land
- Data to be collected for each area will consist of the total number of schools and total biomass (lbs)
- All data to be recorded on the attached survey logbook and provided back to DFW staff immediately after completion of the survey
- All data collected by this survey will be housed, maintained and distributed to the public by DEM only
- Additional data to be collected for each survey will include sea conditions, weather conditions and tach time
- Upon request from DFW staff, ability to take a DFW observer on a survey flight
- Upon request from DFW staff, modify flight schedule and/or time

This is an opportunity to participate in an existing cooperative research project supported by industry to properly manage Atlantic Menhaden in Narragansett Bay, RI.

References:

Arenholz, D.W. 1991. Population biology and life history of the North American Menhadens, *Brevoortia spp.* Mar. Fish. Rev. 53: 3-19.

Atlantic States Marine Fisheries Commission (ASMFC). 2010. Atlantic Menhaden Stock Assessment and Review Panel Reports. Stock Assessment Report No. 10-02. Pp 326.

Gibson, M. 2007. Estimating Seasonal Menhaden Abundance in Narragansett Bay from Purse Seine Catches, Spotter Pilot Data, and Sentinel Fishery Observations. <http://www.dem.ri.gov/programs/bnatres/fishwild/pdf/menabnnb.pdf>

Narragansett Bay Menhaden Spotter Pilot Logbook 2016

TOTAL
Schools: _____
Pounds: _____

1
of Schools

Pounds of Fish

2
of Schools

Pounds of Fish

3
of Schools

Pounds of Fish

4
of Schools

Pounds of Fish

5
of Schools

Pounds of Fish

6
of Schools

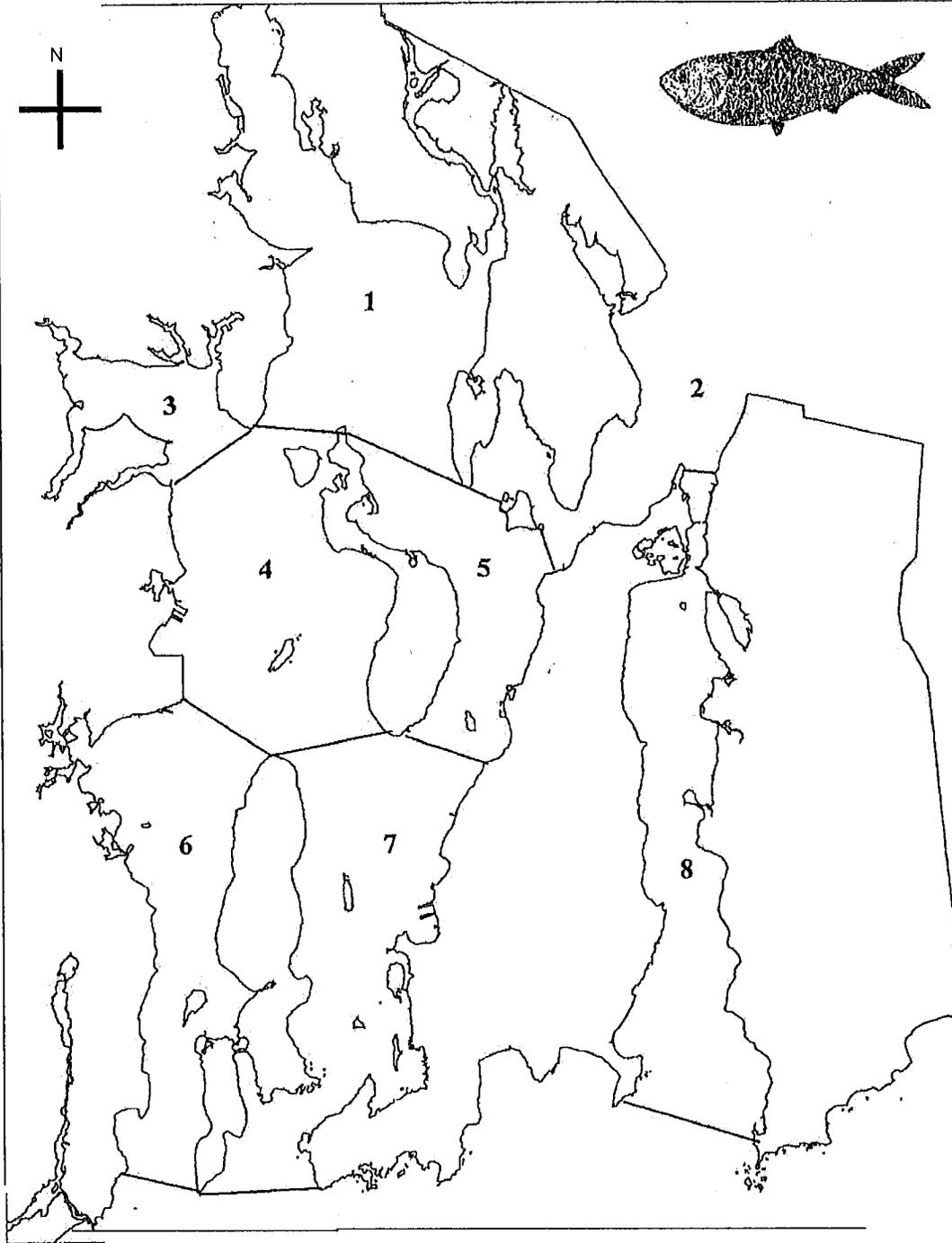
Pounds of Fish

7
of Schools

Pounds of Fish

8
of Schools

Pounds of Fish



Aircraft Name	Sea Conditions	Sky + Ceiling
Date	Calm D	Fog D
Tach Time	1-3 ft D	Rain D
Pilot Name	3-5 ft D	Clear D
	Ltswll D	Scetrd D
	Mdswll D	Ovest D
	Hvswll D	Haze D

Contract Terms and Conditions

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

AWARD

THE STATE, AT ITS SOLE DISCRETION, SHALL RESERVE THE RIGHT TO MAKE ONE OR MULTIPLE AWARDS FOR THIS REQUIREMENT AND/OR TO REJECT ANY OR ALL BIDS.

FISCAL YEAR - AWARD EXTENDING PAST FISCAL YR END

AWARDS EXTENDING BEYOND JUNE 30TH ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT BID

BIDDING (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. (b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordering during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. (d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request. **ORDERING** (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. (b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.

Mailing Address for Bid Proposals issued by the State of Rhode Island, Division of Purchases:

All Bid Proposals must be submitted to the following address:

State of Rhode Island
Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908

RIVIP INFO - BID SUBMISSION REQUIREMENTS

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one

hour additional time for clearance through security checkpoints.

MAILING ADDRESS FOR BID PROPOSALS ISSUED BY THE STATE OF RHODE ISLAND,
DIVISION OF PURCHASES

All Bid Proposals must be submitted by mail or hand delivered to:

- State of Rhode Island
- Department of Administration
- Division of Purchases, Second floor
- One Capitol Hill
- Providence, RI 02908-5855

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

DELIVERY PER AGENCY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

INSURANCE REQUIREMENTS

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: * PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. * BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. * SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION. * ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. * VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.

LICENSE REQUIREMENTS

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS, BIDDER, BY SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.

LICENSE NUMBER

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as prime contractor is:

LICENSE NUMBER: _____

PARTIAL PAYMENTS

PARTIAL OR PROGRESS PAYMENTS MAY BE MADE. PAYMENT WILL BE AUTHORIZED UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OF THE PORTION OF THE CONTRACT OR PURCHASE ORDER COMPLETED BY THE VENDOR. PAYMENT UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.