

Request for Quote

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

CREATION DATE : 16-JAN-19
BID NUMBER: 7598564
TITLE: MENHADEN SPOTTER FLIGHTS - DEM

BLANKET START : 01-MAY-19
BLANKET END : 30-NOV-19
BID CLOSING DATE AND TIME:21-FEB-2019 11:30:00

BUYER: McGurn, Cheryl A
PHONE #: 401-574-8130

B
I
L
L
L
T
O
DOA CONTROLLER
ONE CAPITOL HILL, 4TH FLOOR
SMITH ST
PROVIDENCE, RI 02908
US

S
H
I
P
T
O
DEM-FORT WETHERILL MARINE FISHERIES
LABORATORY
3 FORT WETHERILL ROAD
JAMESTOWN, RI 02835
US

Requisition Number: 1590166
Note to Bidders: PER THE ATTACHED SPECIFICATIONS

BLANKET REQUIREMENTS - 5/1/2019 - 11/30/2019
OPTIONAL FOR ONE YEAR RENEWAL

QUESTIONS CONCERNING THIS SOLICITATION MAY BE EMAILED TO THE DIVISION OF PURCHASES AT CHERYL.MCGURN@PURCHASING.RI.GOV NO LATER THAN FEBRUARY 11, 2019 @ 3:00 PM. PLEASE REFERENCE THE RFQ# ON ALL CORRESPONDENCE. QUESTIONS SHOULD BE SUBMITTED IN A MICROSOFT WORD ATTACHMENT. ANSWERS TO QUESTIONS RECEIVED, IF ANY, WILL BE POSTED ON THE INTERNET AS AN ADDENDUM TO THIS SOLICITATION (WWW.PURCHSING.RI.GOV). IT IS THE RESPONSIBILITY OF ALL INTERESTED PARTIES TO DOWNLOAD THIS INFORMATION.

Line	Description	Quantity	Unit	Unit Price	Total
1	MENHADEN SPOTTER FLIGHTS AIRCRAFT CHARTER - PER THE ATTACHED SPECIFICATIONS	40.00	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 BIDS

Spotter Pilot for Atlantic menhaden monitoring program in Narragansett Bay RI DEM Division of Marine Fisheries

Program Overview

Atlantic Menhaden (Menhaden) undergo large coastwide 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 the 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 Marine Fisheries (DMF) 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 Marine Fisheries (RJDEM/DMF), 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 2019 and continue until the number of available flights (40) 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 (copy must be provided with bid)
- 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 40 menhaden spotter flight surveys from May 1, 2019 through November 30 of 2019
 - 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 DMF 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 mid-tach time
 - Upon request from DMF staff, ability to take a DMF observer on a survey flight
 - Upon request from DMF 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.

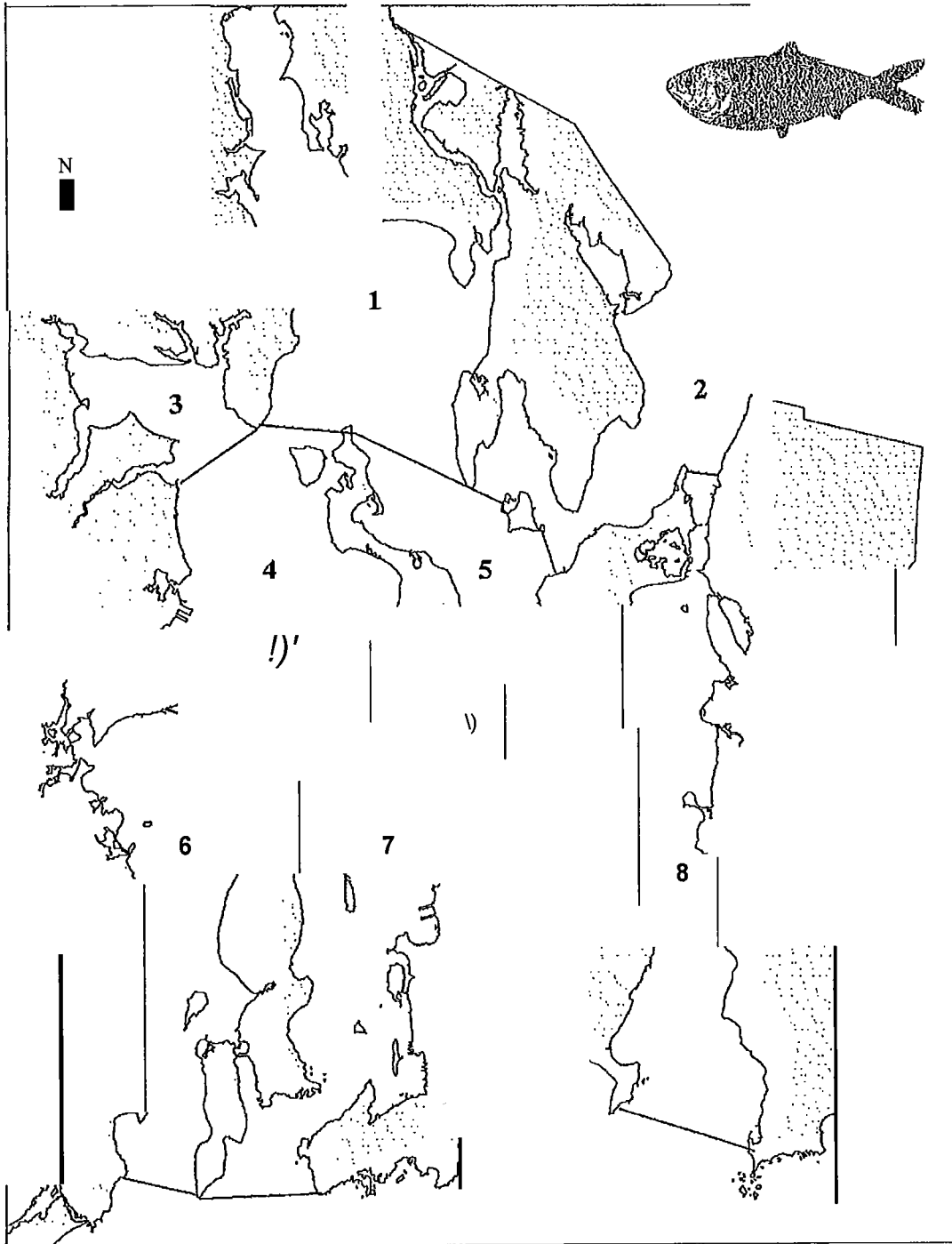
References:

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. I0-02. 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 2019



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 _____

Date _____

Sea Conditions		Sky+ Ceiling	
Calm	<input type="checkbox"/>	Fog	<input type="checkbox"/>
1-3 ft	<input type="checkbox"/>	Rain	<input type="checkbox"/>
3-5 ft	<input type="checkbox"/>	Clear	<input type="checkbox"/>
Ltswll	<input type="checkbox"/>	Scetrd	<input type="checkbox"/>
Mdswll	<input type="checkbox"/>	Ovcst	<input type="checkbox"/>
Hvswll	<input type="checkbox"/>	Haze	<input type="checkbox"/>

Bid 7598564

Tach Time

Pilot

Name

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....VI
 BID STANDARD TERMS AND CONDITIONSVI
 TERMS AND CONDITIONS FOR THIS BIDVI
 MULTI YEAR AWARDVI
 TERMS AND CONDITIONS OF PRICING AGREEMENTVI
 AWARDVII
 TERMS AND CONDITIONS FOR THIS PURCHASE ORDERVII
 PURCHASE AGREEMENT AWARDVII
 DELIVERY PER AGENCYVII
 INSPECTION REQUIREMENTSVII
 LICENSE REQUIREMENTSVII

Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

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.

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.

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

DELIVERY PER AGENCY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

INSPECTION REQUIREMENTS

BIDDERS ARE RESPONSIBLE FOR INSPECTION OF EQUIPMENT AND/OR LOCATION, TAKING MEASUREMENTS* WHEN REQUIRED, AND MAKING THEMSELVES AWARE OF THE TOTAL REQUIREMENT BEFORE SUBMITTING A BID. *MEASUREMENTS PROVIDED WITH ANY BID ARE FOR REFERENCE PURPOSES AND ARE NOT GUARANTEED TO BE COMPLETELY ACCURATE.

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.