



REQUEST FOR PROPOSALS:

Experimental Evaluation of Protocols for Eliminating Live Dreissenid Mussel Larvae and Adults from Recreational Watercraft

September 23, 2009

Proposal Due Date: October 30, 2009

Background:

As state and regional organizations attempt to enhance efforts to prevent the continued spread of zebra mussels (*Dreissena polymorpha*) and quagga mussels (*Dreissena rostriformis bugensis*) in the West, uncertainty remains about protocols intended to eliminate live larval and adult mussels from contaminated watercraft. In September 2009, the Western Regional Panel on Aquatic Nuisance Species (WRP) adopted the “Recommended Uniform Minimum Protocols and Standards for Watercraft Interception Programs for Dreissenid Mussels in the Western United States.” The protocols and standards recommended in this document are directed at preventing the inadvertent transfer of quagga/zebra mussels from areas where they are currently present to unaffected waters on trailered watercraft and equipment, and largely rely on use of hot water and pressure washing equipment to kill and remove all visible mussels (live and dead) and veligers from all areas of the watercraft, engine, trailer, and equipment. The document also highlights the need for research to determine the effectiveness of current decontamination strategies. This report can be found at:

<http://www.aquaticnuisance.org/wordpress/wp-content/uploads/2009/01/Recommended-Protocols-and-Standards-for-Watercraft-Interception-Programs-for-Dreissenid-Mussels-in-the-Western-United-States-September-8.pdf>

In addition, a recently published paper by John Morse (*Biofouling*, 25:7, 605 — 610) provides new information about efficacy of heated pressure washing but suggests additional research needs, particularly within the context of actual field conditions. Field reports indicate that in some cases, several days after a thorough decontamination, settled mussels are found during re-inspection which is likely due to the difficulty of reaching places like the gimbal area on inboard or outboard motor. Questions also exist regarding effective methods to eliminate veligers from standing water, such as ballast tanks on certain wakeboard and ski boats.

Proposals Requested:

Proposals are requested to implement additional scientific investigation of watercraft decontamination practices (e.g., pressurized hot water wash) to help set minimal thresholds for associated decontamination and inspection parameters.

The selected proposal must:

- Employ an experimental design applicable to typical watercraft decontamination methods and conditions common in western states;
- Include safeguards to ensure the project does not inadvertently spread test organisms to uninfested waters (for zebra mussels a FWS injurious wildlife permit may be required and would need to be obtained by the researcher; information can be found at <http://www.fws.gov/permits/>);
- Provide a standardized methodology that can be replicated and applies to a variety of conditions;
- Contribute to the overall improvement of watercraft decontamination in the West;
- Directly build off existing scientific literature, including the Morse study cited above;
- Investigate combinations of heat, pressurized water, desiccation, common chemicals, and/or other treatments relative to the mortality of veligers and settled mussels (such as pressure washing external surfaces, chemical treatment of engine cooling systems, viability of veligers in ballast water systems of wake board boats, etc.);
- Develop methods to effectively evaluate whether a decontamination treatment was successful;
- Provide a draft report detailing methods, results, and recommendations as soon as possible, but no later than September 30, 2010;
- Provide a final report detailing methods, results, and recommendations no later than December 31, 2010.

FUNDS AVAILABLE: Proposals should not request more than \$66,372 in funding. Provision of matching funds, cost-sharing or in-kind resources is not required, but is highly desirable and will be considered in the award process.

ELIGIBILITY: Any individuals in federal, state, provincial or local agencies, institutions of higher education, commercial or non-profit organizations, Tribes, and international organizations are eligible for funding as investigators or cooperators.

PROJECT DURATION AND AWARD PERIOD: Projects must be completed by **September 30, 2010**.

PROPOSAL FORMAT: Proposals should not exceed 10 pages, and include:

- Contact information and relevant qualifications of the project investigator(s);
- Proposed methodology; and
- Detailed budget (see below for example), including overhead and timeline.

SELECTION PROCESS: Proposals will be evaluated by a committee of representatives from Pacific States Marine Fisheries Commission, U.S. Fish and Wildlife Service, and others associated with the WRP.

SELECTION OF SUCCESSFUL APPLICANT: Early November 2009.

Budget			
Category	Requested Amount	Match (In Kind, \$)	Total
Personnel x hours @ \$__ per hour (including benefits)			
Equipment			
Travel			
Subcontractors/Consultants			
Materials			
Indirect Costs/Overhead			
Other			
Total			

CRITERIA FOR SELECTION INCLUDE (approximately equal weight):

- Applicant's documented ability to conduct this research.
- Research design and methods.
- Ability to address objectives noted in this RFP.
- Cost-effectiveness of the budget and any match, and timeframe to complete study.

DEADLINE: Proposals must be submitted no later than 5 p.m. (PST) on **October 30, 2009** and submitted to:

Pacific States Marine Fisheries Commission
 205 SE Spokane St.
 Suite 100
 Portland, OR 97202
 Attn: Stephen Phillips
 Phone: (503) 595-3100
 Email: stephen_phillips@psmfc.org

QUESTIONS: All questions regarding this RFP must be submitted, in writing, to the PSMFC Administrative Contact **by October 20, 2009**. Responses to the questions will be posted on the PSMFC website <http://www.psmfc.org/RFPs>.

SPECIAL CONTRACT AWARD REQUIREMENTS

Conflict of Interest

The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR [Federal Acquisition Regulation] Subpart 9.5, or that the Contractor has disclosed all such relevant information.

The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make full disclosure in writing to the Principal Investigator. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Principal Investigator, to avoid, mitigate, or neutralize the actual or potential conflict.

Remedies – The Principal Investigator may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Principal Investigator, PSMFC may terminate the contract for default, debar the Contractor from PSMFC contracting, or pursue such other remedies as may be permitted by law or this contract.

The Contractor further agrees to insert provisions that shall conform substantially to the language of this clause, including this paragraph, in any subcontract, personnel agreement, or consultant agreement hereunder.

Indemnification

Indemnification – Contractor shall indemnify and hold harmless PSMFC and their officers, agents, employees, boards and commissions, against any and all loss, damages, liability, claims, suits, costs and expense whatsoever, including reasonable attorneys fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Contractor's negligent performance of services provided or work conducted or performed pursuant to this agreement.

Insurance

Minimum Coverages Required. The Contractor selected for this project will be required to present evidence to show, at a minimum, the amounts of insurance coverage indicated below. Contractor is also responsible for its Subcontractors maintaining sufficient limits of the same coverage required by Contractor and the Contractor is responsible for collecting Certificates of subcontractors, as per below:

- Workers' Compensation and Employer's Liability – The Contractor is required to comply with any applicable labor codes, acts, laws or statutes, State or Federal, for the location

where Contractor performs work. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. If in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers, Contractor is required to comply with any applicable labor, codes, acts, laws or statutes of such States and shall have Workers' Compensation and Employer's Liability Stop-Gap coverage in the amount of \$1,000,000 each accident, and each employee and each accident.

- Employer's Liability coverage shall be required of at least \$1,000,000 for Bodily Injury or Death, each employee and each accident. If in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers, Contractor is required to comply with any applicable labor, codes, acts, laws or statutes of such States and shall have Workers' Compensation and Employer's Liability Stop-Gap coverage in the amount of \$1,000,000 each accident, each employee and each accident.
- Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) Insurance including the following supplementary coverage: (A) Contractual Liability to cover liability assumed under this contract; (B) Products hazard coverage for any and all products or completed operations provided or furnished by or on behalf of Contractor for all services rendered; (C) Completed operations hazard coverage, for any claims relating to defects or deficiencies in goods, products, services or materials used or rendered by the Contractor; (D) Broad Form Property Damage Liability Insurance; (E) Policy coverages shall be primary; (E) an action "in rem" shall be treated as if it were an action "in personam"; (F) all coverages subject to coverage territory of the United States of America, including its territories and possessions, and International waters or airspace; (G) Occurrence form (F) Aircraft, Auto or Watercraft exception to exclusion shall be amended from "less than 26 feet long" to "Non-owned watercraft without length limitation" or an equivalent insurance form that affords broad form bodily injury, death, non-owned vessel liability, property damage on an occurrence basis for non-owned vessels operating in Inland or International waters. Commercial General Liability shall be required in the amount of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, \$1,000,000 Products/Completed Operations, \$1,000,000 Personal and Advertising Injury, \$100,000 Fire Damage Legal Liability, for each claim or occurrence. If equivalent coverage is placed for broad form bodily injury, death, non-owned vessel liability, property damage, coverage shall be required in the amount of \$1,000,000 each claim or occurrence on an occurrence basis form.
- Business Automobile Liability shall be required in the amount of \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including \$1,000,000 owned, hired or non-owned liability for such states operating within, as applicable. Coverage shall be at least as broad as the Insurance Service (ISO) Business Auto Coverage comprehensive form covering Automobile Liability for Code "1" any auto.

Additional Insured Provision

Before commencing performance of service, PSMFC shall be named as an additional insured under the Business Auto Liability, Commercial General Liability and Vessel Liability or equivalent Policy coverage. All the above insurance coverages should be endorsed with the ISO form CG 20 09.

Subrogation Waiver Provision

Contractor agrees that in the event of loss due to any of the perils for which Contractor is required to provide or perils insured under Business Auto Liability, State Act Workers' Compensation, Employer's Liability, and Comprehensive Commercial General Liability or equivalent Policy coverage, Contractor shall look solely to its insurance for recovery. Contractor shall hereby grant to PSMFC, its officers, agents, employees, boards, commissions, on behalf of any insurer providing Business Auto Liability, State Act Workers' Compensation, Employer's Liability, Comprehensive Commercial General Liability or equivalent Policy coverage to either Contractor or PSMFC with respects to the services of Contractor herein, a waiver of any right to subrogate which any such insurer of said contractor may acquire against PSMFC, its officers, agents, employees, boards, and commissions by virtue of the payment of any loss under such insurances.

Evidence of Insurance Provision

Before the final execution of this contract, Contractor and any Subcontractors shall produce a standard Accord form Certificates of Insurance with Insurance Carriers acceptable to the PSMFC, evidencing all required insurances. The Certificate shall also comply with the Additional Insured Provision, Subrogation Waiver Provision and forward actual endorsements from the Contractor's insurance carriers evidencing required coverage amendments.