

**Request for Proposals**

**Bycatch Characterization in the Pacific Halibut  
Fishery**

**ACTUAL ISSUE DATE: July 23, 2007**

**Schedule/Instructions/Provisions/Clauses**

**DEADLINE FOR SUBMISSIONS: August 8, 2007**

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## **SECTION 1: PROPOSED SCHEDULE**

<b>July 23</b> 2007	RFP issued and distributed
<b>July 30,</b> 2007	Deadline for written questions on RFP <b>Written questions should be sent via email to the Principal Investigator: <a href="mailto:dave_colpo@psmfc.org">dave_colpo@psmfc.org</a>. All questions related to this RFP should have a subject line of “Bycatch Characterization in the Pacific Halibut Fishery</b>
<b>August 2,</b> 2007	PSMFC distribute responses to written questions
<b>August 8,</b> 2007	Deadline for submission of proposals One (1) original to: Pacific States Marine Fisheries Commission ATTN: Dave Colpo 205 SE Spokane Street, Suite 100 Portland, OR 97202 Dave_Colpo@psmfc.org
<b>August 10,</b> 2007	Select contractor
<b>August 15,</b> 2007;	Observer training begins in Seattle, WA

**All deadlines are 5:00 pm Pacific Daylight Time on the date indicated.**

## **SECTION 2: PROJECT DESCRIPTION**

### **Statement of Work**

#### **Objective**

Pacific States Marine Fisheries Commission (PSMFC) in cooperation with the National Marine Fisheries Service, Alaska Fisheries Science Center and Regional Office (NMFS) and the International Pacific Halibut Commission (IPHC) proposes to contract for the recruitment, selection, employment, supervision and deployment of 2 to 8 NMFS-certified groundfish observers to assist in research being conducted in the Bering Sea on halibut longline vessels. The first phase of this project will last approximately one to two months beginning on or about August 15, 2007. The number of observers required and specific length and location of deployment will be finalized in early to mid-August just prior to commencement of field activities. The second phase of this project will commence sometime in (or after) April, 2008. The total observer coverage needed over both phases of this project is expected to be approximately 16 observer months, subject to research requirements. Second phase research is expected to be conducted primarily in the Gulf of Alaska and secondarily in the Bering Sea.

#### **Background / Study Description**

The goal of this study is to compare and evaluate the effectiveness of electronic monitoring (EM) and the currently utilized National Marine Fisheries Service (NMFS), North Pacific Groundfish Observer Program (NPGOP) monitoring methods to operate effectively in a commercial longline (hook-and-line) setting. This is a cooperative study with the NMFS, International Pacific Halibut Commission (IPHC), Pacific States Marine Fishery Commission (PSMFC), and the commercial fishing industry.

For each trip conducted as part of the study, the vessel will have EM equipment installed and, depending on the size of the vessel, one or two observers providing coverage thereby allowing side-by-side comparisons of EM and observer data. There may be two to four vessels fishing simultaneously. Hence, a total of two to eight observers are required in each phase of the research. It is preferable to have the same observers participating in the study for the entire study period. Depending on the size and number of the vessels participating on the study, fewer observers may be required.

Currently, the larger boats typically participating in the halibut fishery may also target sablefish during the same haul or trip. These vessels are therefore required to carry and pay for a NMFS-certified observer for 30% of their fishing days during each calendar quarter for the sablefish fishery. For this project, that relationship will change and PSMFC will pay the observer contractor directly after confirming observer deployment. Only those observers arranged through NMFS/PSMFC for this study will be paid through this project.

## **SECTION 3: SCOPE OF WORK**

For the initial phase of this project observers must be available on or about August 15, 2007

through October 15, 2007 or until research activities are terminated for the season, whichever is sooner.

For this project to succeed, the contractor must be able to: 1) Provide two to eight observers during each phase's two-month study period, preferably with minimal turnover; 2) work closely with the participating vessels and PSMFC/IPHC/NMFS staff to resolve logistical issues; 3) maintain close communications with NMFS, IPHC and PSMFC staff involved in the project and; 4) ensure that relief or replacement observers are available on short notice as they are required. In addition, flexibility in reducing the number of observers needed to accommodate the research needs is necessary.

### **Observer Requirements:**

**Experience:** Observers working on this research project must be 2007 North Pacific Groundfish Observer Program (NPGOP) certified observers in good standing with reviews of "meets or exceeds expectations" on all cruises in the past 2 years. Observers will be required to have 60 sea-days of experience aboard longline vessels and experience on vessels less than 80 feet LOA. Preference will be given to companies supplying observers with 60 or more sea-days aboard longline catcher vessels and / or previous IPHC sea sampling experience.

**Travel:** Travel costs for observers will be reimbursed to the contractor by PSMFC. Given the funding source for this project, travel will be reimbursed at the Federal travel rates. At least one vessel is expected to be fishing from Dutch Harbor. Mandatory observer training will be held in Seattle prior to the start of field activities, starting approximately August 15, 2007.

**Training:** Observers will be required to attend a research training session conducted by NMFS / PSMFC / IPHC staff before the research project starts. This training will take approximately 2 to 3 days and will be needed for all observers participating in the research activities. This training session will be offered in Seattle, WA. Only one training session will be conducted in 2007.

**Debriefing:** At the end of the first trip, observers will be required to complete a mid-study debriefing. This mid-study debriefing will require approximately one day and will be conducted between fishing trips. The observer will not need to travel to the mid-study debriefing. At the completion of the research study, observers will be debriefed in Seattle, Washington. This final debriefing will take approximately 3 business days.

**Observer Equipment:** NMFS will provide observers with standard sampling equipment, safety equipment, and any additional required research equipment. Estimated costs for this equipment need not be included in these proposals. Observers or their contractors are expected to provide personal gear such as attire appropriate for sampling duties at sea.

## **SECTION 4: CONTRACTOR QUALIFICATIONS**

The observer contractor must be a NMFS permitted observer provider as set forth at 50 CFR 679.50(i) by the proposal submission deadline. The contractor must also charge PSMFC for

observer coverage at a rate no greater than is currently charged for coverage during open access fisheries.

Conflict of interest: An observer ----

1. Must not have a direct financial interest, other than the provision of observer services, in a North Pacific fishery managed pursuant to an FMP for the waters off the coast of Alaska, including, but not limited to, vessels or shoreside facilities involved in the catching or processing of the products of the fishery, concerns selling supplies or services to these vessels or shoreside facilities, or concerns purchasing raw or processed products from these vessels or shoreside facilities.
2. May not solicit or accept, directly or indirectly, any gratuity, gift, favor, entertainment, loan, or anything of monetary value from anyone who conducts activities that are regulated by NMFS or has interests that may be substantially affected by the performance or nonperformance of the observers' official duties.
3. May not serve as an observer on any vessel or at any shoreside facility owned or operated by a person who previously employed the observer.
4. May not solicit or accept employment as a crewmember or an employee of a vessel or shoreside processor in a North Pacific fishery while under contract with an observer provider.

## **SECTION 5: FACTORS TO BE CONSIDERED IN CONTRACT AWARD**

Award of this contract will be on the following factors:

1. Logistics and Observer Retention (20%): Bidders must submit a proposal detailing how they will ensure that the requisite numbers of observers are available or deployed throughout the project period. The proposal must describe provisions for obtaining backup or relief observers for emergencies and periods when observers are awaiting debriefing, and any other approaches that contractor will use to ensure success. It is expected that specific observers will be dedicated to this project for the study period. In addition, information showing levels of insurance should be provided.
2. Observer Experience (35%): Bidders must provide information on the experience of observers they expect to use for this project and any observers who they may provide observer coverage in the event that the primary observer becomes unavailable. This may include a description of the offeror's employee experience profile that identifies the number of observers expected to be under contract by the offeror's company who are qualified to work on this project and other information supporting the qualifications of the offeror.

Qualified observers will be 2007 certified observers in good standing with reviews of "meets or exceeds expectations" on all cruises in the past 2 years. Observers will be required to have 60 sea-days of experience aboard longline vessels and experience on

vessels less than 80 feet LOA. Preference will be given to companies supplying observers with 60 or more sea-days aboard longline catcher vessels, observers with previous research experience, and / or previous IPHC sea sampling experience. All observers participating in the study will be required to attend a 2 to 3 day training session in Seattle prior to the start of the study. This training will be offered once per phase; training for the second phase of the study will be 1 to 2 days.

3. Contractor Experience (15%): Qualified observer service providers must hold a NMFS permit to operate in the north Pacific groundfish fisheries. Bidders must detail their experience deploying observers in Alaska. This may include a description of the offeror's company that identifies the company's experience contracting with NMFS or PSMFC to provide observers, to conduct research or provide observers for research projects, and other information supporting the qualifications of the offeror.
4. Cost (30%): For all costs, bidders must use the RFP Budget Template. This template should include all costs associated with providing the necessary observer coverage. Bidders must detail how observers will be housed and supported when not deployed, how much observers will be paid, both for shore days and for days at sea, and any other factors that would tend to encourage the recruitment and retention of highly qualified observers. Additional background information on how costs were determined may be provided as part of the proposal package.

## **SECTION 6: SPECIAL CONTRACT REQUIREMENTS**

### **ORGANIZATIONAL CONFLICT OF INTEREST**

- a. 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 Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- b. The contractor warrants that, to the best of the Contractor's knowledge and belief, the Contractor does not have a direct financial interest, other than the provision of observer services, in an Alaskan fishery, including, but not limited to, vessels or shoreside facilities involved in the catching or processing of the products of the fishery, concerns selling supplies or services to these vessels or shoreside facilities, or concerns purchasing raw or processed products from these vessels or shoreside facilities.
- c. The Contractor agrees that it will not solicit or accept, directly or indirectly, any gratuity, gift, favor, entertainment, loan, or anything of monetary value from anyone who conducts activities that are regulated by NMFS, or who has interests that may be substantially affected by the performance or nonperformance of the official duties of observer contractors.
- d. 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.

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

## **INDEMNIFICATION / HOLD HARMLESS**

- a. Indemnification – Contractor shall indemnify PSMFC/NMFS, its officers, agents, and employees, boards and commissions, against all loss, damage, expense and liability resulting from injury to or death of person, including, but not limited to, employees of PSMFC/NMFS or Contractor, or injury to property, including, but not limited to property of PSMFC/NMFS or third party vessel owners or Contractor, arising out of or in any way connected with the performance of this contract, however caused, regardless of any negligence of PSMFC/NMFS, whether active or passive, excepting only such injury or death or property damage as may be caused by the sole negligence or willful misconduct of PSMFC/NMFS. Contractor shall pay all costs that may be incurred by PSMFC/NMFS in enforcing this indemnity, including reasonable attorney’s fees.
- b. Contractor shall indemnify and hold harmless PSMFC/NMFS, its officers, agents, and 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. Contractors shall indemnify and hold harmless PSMFC/NMFS, its officers, agents, and employees, boards and commissions from and against any and all loss, damages, liability, claims suits, costs and expense whatsoever, including reasonable attorneys fees accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, equipment or supplies arising from or in any manner connected to the Contractor’s negligent performance of services or work conducted or performed pursuant to this Agreement.

## **INSURANCE COVERAGE**

- a. Minimum Coverages Required. Pursuant to the clause “Insurance – Work on a Government Installation (FAR 52.228-5)”, the Contractor will be required to present evidence to show, as 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:

1. Workers' Compensation and Employer's Liability, USL&H and Maritime Employer's Liability – The Contractor is required to comply with any applicable labor codes, acts, laws or statutes, State or Federal or Admiralty, 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.
2. 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.
3. U.S. Long Shore and Harbor Workers Act benefits of at least \$1,000,000 each accident and each Employee with annual aggregate of at least \$1,000,000.
4. Maritime Employer's Liability of at least \$1,000,000 each accident or disease for any or all labor codes, acts, laws or statutes, or alike for the Contractor's liability under the provisions of the Merchant Marine Act of 1920 (Jones Act) and extensions or amendments thereto and the Death on the High Seas Act and any applicable general maritime law. Such coverages to include Transportation, Wages, Maintenance and Cure, including the Contractor's liability for hospital, medical or other expense necessarily and reasonably incurred in respect to loss or life or bodily injury to or illness of an employee. Such coverages to also include liability for repatriation expenses, necessarily and reasonably incurred under statutory obligation.

The Maritime Employer's Liability coverage shall have a world wide territory clause and an action "in rem" shall be treated as if it were an action "in personam" against the employer.

5. 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.

6. 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.
- b. Additional Insured Provision. Before commencing performance of service, PSMFC/NMFS, all affiliated companies of PSMFC/NMFS its officers, agents, employees, boards, commissions and contractors of PSMFC/NMFS 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.
- c. 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, U.S. Long Shore and Harbor Workers, Maritime Employer’s Liability, Comprehensive Commercial General Liability and Vessel Liability or equivalent Policy coverage, Contractor shall look solely to its insurance for recovery. Contractor shall hereby grant to PSMFC/NMFS, its officers, agents, employees, boards, commissions, on behalf of any insurer providing Business Auto Liability, State Act Workers’ Compensation, Employer’s Liability, U.S. Long Shore and Harbor Workers, Maritime Employer’s Liability, Comprehensive Commercial General Liability and Vessel Liability or equivalent Policy coverage to either Contractor of PSMFC/NMFS 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/NMFS its officers, agents, employees, boards, commissions by virtue of the payment of any loss under such insurances.
- d. 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/NMFS, 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.

- e. **Renewal/Cancellation.** The respective Insurance Carriers and the Certificate of Insurance shall allow for a minimum of 30 day written notice of cancellation, non-renewal or reduction of required coverages before the expiration date thereof and the Certificate shall delete the word(s) “endeavor” and the last two lines of a standard Accord Certificate (“But failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives”). Renewal Certificates evidencing the same shall be received 10 days prior to the expiration of the coverages so evidenced. The Certificate evidencing all requirements herein and any reduction of required coverages or cancellation shall be sent to PSMFC Attn: Rick Masters, 205 SE Spokane Suite 100, Portland, OR 97202. Upon request, Contractor shall furnish PSMFC/NMFS or its appointed Broker the same evidence of insurance for its subcontractors as PSMFC/NMFS requires of the Contractor.
- f. **Approval of the insurances evidenced or the Accord Certificate by PSMFC/NMFS shall not relieve or decrease the extent to which the Contractor or subcontractor of any tier may be held responsible for payment or any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy irrespective of no Certificates Filed, expired Certificates, Approved Certificates or for any reason whatsoever.**
- g. **Sufficiency of Insurance.** The insurance limits or coverages required by PSMFS/NMFS are not represented as being sufficient to fully protect the Contractor. Contractor is advised and responsible to determine their own adequate coverage or limits for the Contractor/subcontractor.
- h. **Qualifications.** Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of the exposure. All insurance companies shall have a current A.M. Best Rating not less than “A-“and shall be satisfactory to PSMFC/NMFS.
- i. **Modify Insurance Requirements.** PSMFC/NMFS reserves the option, at any time, to require additional Insurance to be provided by Contractor or subcontractor or to otherwise revise the requirements for provided insurance. Any such action shall be deemed a directed change entitling the Contractor/Subcontractor to an increase for the costs incurred due to such change. Contractor/Subcontractor shall provide all such information or records as may be required or helpful in determining additional costs.
- j. **If Contractor can not meet the insurance terms/condition herein, would like to exclude the insurance costs from their bid, and would like to employ the direct brokerage services of a Marine Insurance Specialist, Contractor may request PSMFC to assign an insurance broker that is ready to meet the insurance requirements herein. The appointment of an insurance broker shall not relieve Contractor of any duties or liabilities under this contract.**

## **SECTION 7: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **7.1 Definitions**

As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Principal Investigator's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Principal Investigator as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

## **7.2 Contracting Officer**

The following Contracting Officer is designated for receipt of proposals, modifications, and questions regarding this solicitation:

**Michael Arredondo**, Contracts Specialist, Michael\_Arredondo@psmfc.org  
205 SE Spokane Street, Suite 100, Portland, OR 97202  
Telephone: (503) 595-3100  
Facsimile: (503) 595-3444

## **7.3 Questions**

Questions regarding this solicitation must be submitted in writing to the Principal Investigator by **July 30, 2007**. Responses to all questions containing information that is not covered in this solicitation will be distributed to all known offerors and posted on the PSMFC Internet web site at <http://www.psmfc.org/rfp/>.

## **7.4 Amendments to solicitations**

If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

## **7.5 Extension of solicitation**

PSMFC reserves the right to extend the submission times specified in this solicitation. Potential offerors desiring an extension must submit a written request to the Principal Investigator prior to the time specified in this solicitation for receipt of proposals that includes the amount of additional time requested and an explanation of why such an extension is required. If an extension is granted, PSMFC will notify all known offerors and will post a notice of such extension on its Internet website at <http://www.psmfc.org/rfp/>

## **7.6 Submission, modification, revision, and withdrawal of proposals**

- a. Proposals and modifications to proposals may be submitted in paper media, electronic commerce, or facsimile.
- b. The proposal must show--

1. The name of the solicitation;
2. The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
3. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation;
4. Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the PSMFC in connection with this solicitation; and
5. Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
6. References, to include the following information on all similar contracts performed in the last two years, or the last five (5) similar contracts performed:

Name of customer  
Addresses of Customer  
Point of Contact at Customer Organization  
Telephone Number of Point of Contact  
Brief Description of the Project  
Contract Value

The PSMFC reserves the right to consult with and to consider information from its own sources, including information from state and federal agencies regarding the offeror's prior performance or the status of outstanding investigations or warrants involving the offeror.

7. A technical proposal that includes information on how the project is to be organized, staffed, and managed, and the proposed support/compensation package that will be provided for observers. Programs designed to promote good quality performance and a stable (low turnover) workforce using observer incentives, rewards, or other means, will be given preference. Resource materials (such as data containing labor hours and categories, collective bargaining agreements, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated. The technical approach should be in as much detail as the offeror considers necessary to fully explain the proposed technical approach or method.
8. A description of the offeror's company and employee experience profile that addresses at least the following based on calendar years 2005 and 2006 or the most recent 24 months (identify which):
  - i. The number of observers expected to be under contract by the offeror's company who, by the end of that period, had more than 60 days of deployed experience as a fishery observer on longline vessels, and the length of time, on average and including all prior experience, that those observers had been

deployed on such vessels.

- ii. The number of observers expected to be under contract by the offeror's company who, by the end of that period, had deployed experience on vessels less than 80 feet LOA, and the length of time, on average and including all prior experience, that those observers had been deployed on such vessels.
- iii. The length of time, on average, that those observers have been certified by NMFS, NPGOP
- iv. The number of observers who have previously worked for the IPHC as sea samplers,
- v. The number of observers who have previous experience working on research projects either as observers or in other data collection capacities, in particular those studies involving EM.

Use Table 1, below, and any additional documentation necessary to fully present the experience of the offeror's company and observers.

**Table 1: Observer Experience Profile**

Observer Experience Category	Number of Observers	Average Deployment for Observer Category (Days per Observer)
Longline Catcher Vessels <=80ft LOA		
Longline Catcher Vessels >80ft LOA		
Longline CP Vessels		
Non-Longline Vessels <=80ft LOA		
IPHC Experience		
Research Studies		
Total Number of Individual Observers Listed Above		X

- 9. Proposers shall submit a cost proposal using the attached Budget Cover Sheet, followed by a business proposal that includes any of the following information as needed to support the proposed pricing:
  - i. Breakdown of labor cost, including daily rates for at-sea deployment, debriefing and training, and shoredays. Provide fringe benefit rate (if separate from indirect) identifying elements that comprise fringe along with an explanation of calculated rates.
  - ii. Cost breakdown of materials, equipment, insurance, and other direct costs including postage, communication, and any other applicable items.
  - iii. Any amounts included for indirect cost, fees, and/or profit, supported by specific methodology utilized. Profit or management fees shall not exceed seven (7) percent of total estimated direct costs.
- c. Submission, modification, revision, and withdrawal of proposals.

1. Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the designated PSMFC Principal Investigator by 5:00 p.m., Pacific Daylight Time, on **August 8**, 2007.
2. Late proposals:
  - i. Any proposal, modification, or revision received at the PSMFC office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Principal Investigator determines that accepting the late offer would not unduly delay the acquisition; and--
    - A. If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the PSMFC infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
    - B. There is acceptable evidence to establish that it was received at the PSMFC installation designated for receipt of offers and was under the PSMFC's control prior to the time set for receipt of offers; or
    - C. It is the only proposal received.
  - ii. However, a late modification of an otherwise successful proposal that makes its terms more favorable to the PSMFC will be considered at any time it is received and may be accepted.
3. Acceptable evidence to establish the time of receipt at the PSMFC installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of PSMFC personnel.
4. If an emergency or unanticipated event interrupts normal PSMFC processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent PSMFC requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal PSMFC processes resume.
5. Proposals may be withdrawn by written notice received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- d. Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- e. Offerors shall submit proposals in response to this solicitation in English and in U.S. dollars.
- f. Offerors may submit modifications to their proposals at any time before the solicitation

closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

- g. Offerors may submit revised proposals only if requested or allowed by the Principal Investigator.
- h. Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Principal Investigator.
- i. Offerors may submit proposals that depart from stated requirements (e.g., to include provision of sampling or communications equipment, alternate compensation or insurance strategies, etc.). Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the PSMFC. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the PSMFC, shall be clearly identified and explicitly defined.

### **7.7 Offer expiration date**

Proposals in response to this solicitation will be valid for 90 days following the time specified for solicitation of offers (unless a different period is proposed by the offeror).

### **7.8 Restriction on disclosure and use of data**

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the PSMFC except for evaluation purposes, shall--

- a. Mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the PSMFC and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the PSMFC shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the PSMFC's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]”; and

- b. Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

### **7.9 Contract award.**

- a. The PSMFC intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- b. The PSMFC may reject any or all proposals if such action is in the PSMFC's interest.
- c. The PSMFC may waive informalities and minor irregularities in proposals received.
- d. The PSMFC intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.

The PSMFC reserves the right to conduct discussions if the Principal Investigator later determines them to be necessary. If the Principal Investigator determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Principal Investigator may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

- e. The PSMFC reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- f. The PSMFC reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the PSMFC's best interest to do so.
- g. Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the PSMFC.
- h. The PSMFC may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Principal Investigator determines that the lack of balance poses an unacceptable risk to the PSMFC.
- i. If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- j. A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- k. The PSMFC may disclose the following information in postaward debriefings to other offerors:
  - 1. The overall evaluated cost or price and technical rating of the successful offeror;
  - 2. The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
  - 3. A summary of the rationale for award.

**RFP BUDGET TEMPLATE**

- 1) Observer Costs per Day: This section should show all daily rates associated with your deployment of observers (for example lodging, ground transportation, overhead, etc.). For the purposes of this RFP if observers are deployed on a given day on different assignments with different daily rates PSMFC will reimburse the contractor at up to the higher daily rate.

**Budget Summary Table**

	Vessel Day	Debriefing or Training Day	Shore Day
<b>1. Total Cost Per Day</b>			
<b>2. Expected Average Daily Observer Wage</b>			
<b>3. Fringe Benefit Cost</b>			
<b>4. Lodging, Ground Transportation, Other Direct Daily Costs</b>			
<b>a. Description of “Direct Daily” Costs</b>			
<b>5. Overhead</b>			
<b>6. Other</b>			
<b>a. Description of “Other” Costs</b>			

- 2) Airfare per Observer (estimated at actual costs), and estimated number of roundtrip fares:  
Receipts will be required for travel reimbursement.

Airfare Cost per Observer: \$ \_\_\_\_\_

Estimated Number of Roundtrips: \_\_\_\_\_

- 3) Other Costs (materials, equipment, insurance, postage, etc.)

Direct Costs \$ \_\_\_\_\_

Describe:

Indirect Rate \_\_\_\_\_%

Describe:

- 4) How many days lead time do you require to reduce the number of observers without penalty?  
\_\_\_\_\_ days

Total project cost should equal the number of observer days multiplied by the observer daily rates plus airfare and other costs.