

Request for Proposals

**USING AN ULTRASONIC UNDERWATER VIDEO
CAMERA TO EXAMINE INTERACTIONS BETWEEN
GROUNDFISH AND BOTTOM TRAWLS**

Actual issue date: August 9, 2005

Schedule/Instruction/Provisions/Clauses

DEADLINE FOR SUBMISSIONS: August 24, 2005

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Section 1: PROPOSED SCHEDULE

USING AN ULTRASONIC UNDERWATER VIDEO CAMERA TO EXAMINE INTERACTIONS BETWEEN GROUND FISH AND BOTTOM TRAWL

August 9, 2005	RFP distributed
August 15, 2005	Deadline for written questions on RFP Any questions should be directed to: Steve Parker ODFW 2040 SE Marine Science Drive Newport, OR 97365-5229 Email- Steve.Parker@Oregonstate.edu Phone- (541) 867-0300 x 256 FAX- (541) 867-0311
August 19, 2005	PSMFC Answers to written questions posted on website: www.psmfc.org
August 24, 2005	Deadline for proposals One (1) original to: front_office@psmfc.org All proposals to this RFP should have a subject line of "Ultrasonic Underwater Video Proposal - Colpo". Alternatively, a copy can be mailed to: Front Office/Dave Colpo PSMFC 205 SE Spokane, Suite 100 Portland, OR 97202-6413 Email: dave_colpo@psmfc.org Phone: (503) 595-3100 Fax: (503) 595-3232
August 26, 2005	Select Contractor
August 31, 2005	Project begins with mobilization in Newport, OR
October 31, 2005	Project end date

Section 2: STATEMENT OF WORK

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The Contractors shall furnish the necessary crew, material, equipment, services and facilities to perform the following Statement of Work/Specifications. For a description of the terms used within this Statement of Work, please consult the Definitions (Section 3.1).

2.1. GENERAL

Pacific States Marine Fisheries Commission (PSMFC) intends to charter a vessel to participate in a fisheries research project in the fall of 2005. The project will be in collaboration with the National Marine Fisheries Service (NMFS) and the Oregon Department of Fish and Wildlife (ODFW). NMFS and ODFW will be responsible for designing the project and will provide all scientific equipment.

The timeline for the project will be approximately five (5) days at sea from September 1 through October 31 and will require one chartered vessel. The actual sea dates are subject to change based upon weather, logistical, or other contingencies. Mobilization and demobilization will be conducted in Newport, OR. The mobilization time is necessary for completing the following tasks: (1) loading gear, (2) planning use of deck space, (3) setting up electronics, and (4) orientating the scientific crew with the vessel. The demobilization time frame will include cleaning, unloading, and packing any scientific gear brought aboard the vessel for the project.

The Contractor agrees to furnish a vessel, crew, fuel, ice, and fishing gear necessary for sampling between 20 and 300 fathoms in the Pacific Ocean for sablefish, halibut, Pacific hake, and various shelf and slope rockfishes. The Captain and crew for all selected vessels will support the scientific party by utilizing their experience in fishing with bottom trawl gear. In addition to the vessel's usual large footrope bottom trawl, a selective flatfish trawl will be supplied by ODFW.

The Captain and crew of the vessel selected will assist in the deployment and retrieval of an underwater camera outfitted with a video system and oceanographic sensors. The equipment mounted on the trawl provides lighted video and ultrasonic video data to a monitor and associated computer equipment mounted in the vessel's cabin.

The vessel's crew, in cooperation with the scientific party, will systematically set and retrieve the fishing gear in locations specified by the Project Design. The project will occur between Cape Perpetua and the Columbia River at depths between 20 and 300 fm. The number of stations sampled will be determined by several factors: (1) weather, (2) cost, (3) vessel cruising speed, and (4) other logistical concerns. Most fishing operations will occur from sunrise to sunset, however some camera deployments may extend past sunset. The captain and crew must be available during all scientific operations. In order to ensure full use of daylight hours, the captain and crew should make any necessary evening transit

arrangements in order to be on site and ready to begin operations by sunrise.

The majority of sampling stations will consist of areas assumed to contain ideal habitat for target species or in areas that have identified as historical “hot spots” for these species. Although some sampling stations will be established prior to the cruise, there may be changes to the Project Design in response to equipment, ocean, weather, or other conditions.

2.2. GOALS AND OBJECTIVES OF THE PROJECT

- 2.2.1. The purpose of the research is to better understand how fish behave when encountering trawl nets to develop better bycatch reduction strategies. The success of this research project depends upon the contractor's knowledge of how to fish for various types of groundfish, and of safe and efficient fishing methods. Contractor agrees to provide a skipper and crew that have knowledge of safe vessel operation, appropriate use and repair of trawl gear, fishing safety and knowledge of weather considerations. PSMFC will not control the means or manner of the operation of the vessel or fishing gear, except to specify sampling sites and depths for fishing, but will rely on the skills, knowledge and guidance of the skipper and crew.

2.3. PROJECT DESCRIPTION

- 2.3.1. These research charters will be conducted during one or two cruises totaling no more than 5 days at sea. Additional days may be scheduled for mobilization, demobilization, port calls, transit, and/or weather. Precise cruise dates will be somewhat flexible given sampling, weather, logistical, and personal constraints. One day will be necessary for mobilization, and up to one partial day will be necessary for demobilization. A multi-day port call may be held in the interim between two cruises, with the timing and duration determined through joint agreement. The port call will be used to replenish ice and other supplies if needed, sell fish caught during sampling, make personnel changes to the scientific party and vessel crew if necessary, and allow mechanical and electronic equipment repair.
- 2.3.2. The sampling stations for each cruise will be jointly determined by the vessel captain and the scientific crew prior to departure, but may also be modified during the cruise to address scientific objectives.
- 2.3.3. The Chief Scientist, in consultation with the Contractor, will determine the vessel's sampling schedule. The research cruise will terminate when, as determined jointly by the captain and Chief Scientist, either: (1) the scientific objectives of the cruise have been met; (2) available funds have been exhausted; or (3) due to equipment failure, inclement weather, or other cause it appears that the scientific objectives cannot be met within a reasonable time frame; or when, (4) the limit of compensable sampling days has been reached.

- 2.3.4. If the project is terminated before 5 sampling days have been completed, an additional cruise may be scheduled at the discretion of PSMFC, at a time determined jointly by PSMFC and the Contractor.
- 2.3.5. For the terms of this agreement, only days meeting the definition of “sampling days” as defined in Section 3, are compensable as sampling days. If, during a cruise, inclement weather, vessel equipment failure, or other development makes it impossible or unwise to continue sampling operations, the Contractor or PSMFC may elect to terminate the cruise and return to port. Alternatively, PSMFC and the Contractor may jointly elect to suspend sampling operations and wait for conditions to improve (bad weather days). Time lost due to vessel equipment breakdown or time spent at the dock, such as waiting for the tide, or waiting to unload product or to load ice, fuel, supplies or crew, is not compensable under this agreement (except as mobilization or demobilization days). Partial payment may be made at the sole discretion of PSMFC. If, during the course of the cruise, the camera system or other component of the sampling gear becomes damaged or otherwise inoperable, the Chief Scientist may elect to continue the cruise and modify the sampling plan by prioritizing other aspects of the research.
- 2.3.6. At the end of each project, the vessel(s) will return to Newport, OR for demobilization.
- 2.3.7. The fishing operations hereunder shall be conducted in accordance with all extant and applicable state and federal fish and wildlife regulations, including the prompt release of all prohibited species captured.

2.4. VESSEL REQUIREMENTS

- 2.4.1. The vessel must be at least 50 feet in registered length. It must be seaworthy and suitable for bottom trawl sampling in the area mentioned above during the seasons indicated.
- 2.4.2. The fishing vessel shall be a groundfish trawl vessel with at least 500 square feet of backdeck space. Sufficient deck area is needed to permit biologists to affix the camera and imaging sonar gear to the trawl net.
- 2.4.3. **Two net reels are required**, one mounted forward so that the net may be spread across the deck for camera mounting or net modifications. ODFW's selective flatfish trawl will be used for video and sonar work; the vessel must provide a large footrope trawl on the rear net reel for collection of slope rockfish.
- 2.4.4. 5-foot by 7-foot steel V-doors are required for use with ODFW's selective flatfish trawl.
- 2.4.5. Available 110-volt power is required, as well as sufficient free counter space for

charging several gel-cell batteries.

- 2.4.6. The vessel must have clean and sanitary living conditions and adequate space for three scientific crew (men and women). This includes, but is not limited to, adequate sleeping quarters and three meals a day. The scientific crew will provide bedding and/or sleeping bags for themselves. In addition, sufficient stowage for personal items such as clothes must be provided for the scientific crew.
- 2.4.7. The vessel must have one head and a functional shower available for use by the scientific crew. Doors to toilet or bathing facilities must be fitted with an operational lock or latch to ensure the user's privacy. The vessel will furnish soap, toilet paper, and paper towels.
- 2.4.8. The vessel must have sufficient fresh water capacity to accommodate reasonable use by a three person scientific crew and a four person vessel crew. The vessel's shower must also be serviced by a hot water heater. Daily showers are not expected, however, the vessel should be able to accommodate a minimum of one shower per person per five-day leg.
- 2.4.9. The vessel must have work spaces and berthing spaces that are adequately ventilated and free from excessive engine noise, tobacco smoke, and hydrocarbon fumes.
- 2.4.10. The vessel must have adequate deck lighting to support nighttime deployments and fish sample work ups on the back deck. Lighting from several angles to reduce shadows is desired.
- 2.4.11. The Contractor hereby assumes full responsibility for the operation, repair, and maintenance of the boat and other equipment furnished by him/her. Contractor agrees to provide labor to repair the vessel as needed. Contractor shall provide ice for the hold, and fuel.
- 2.4.12. The vessel must have adequate refrigeration or ice hold capacity to accommodate five sampling days' worth of catch, which will be sold at the conclusion of each cruise. Proceeds from any sale of research fish will be used to offset the cost of the project. If the project is unable to sell the fish, they will be donated to a local food bank or saved for specimens.

2.5. CREW REQUIREMENTS

- 2.5.1. The crew shall consist of a Captain and two deckhands. In addition to the normal duties reserved for the deckhands, one or more of the deckhands will also accomplish the responsibilities of engineer and cook. If desired, the crew may include an additional deckhand capable of operating the vessel to provide additional flexibility for the crew and to ensure all crewmembers receive adequate rest.

- 2.5.2. The Captain shall have a minimum of 10 years of bottom trawl fishing experience as master of a comparable-sized vessel in Pacific coastal waters and at least fifteen (15) years total fishing experience as a master.
- 2.5.3. The Captain shall be competent in the use of modern navigational and fish-detecting equipment.
- 2.5.4. The deckhand(s) undertaking the responsibilities of cook or engineer shall have a minimum of 2 years experience.
- 2.5.5. Captains and deckhands with previous research experience are highly desirable, though not required.
- 2.5.6. The vessel crew will work the scientific crew to ensure proper maintenance and stowage of the sampling gear between sampling stations and at the end of the day. Generally, this will include a fresh water rinse of each reel prior to being stowed for the night.

2.6. SCIENTIFIC CREW

- 2.6.1. The scientific crew shall consist of three individuals and may include women.
- 2.6.2. One scientist will be designated Chief Scientist. That person will be responsible for implementation of the Cruise Plan, compliance with charter terms, disposition of catches, and the conduct and performance of scientific crew about the vessel.
- 2.6.3. Scientific crew will provide personal bedding, towels, and survival suits.
- 2.6.4. Communications costs such as use of cellular phones, FAX, or Telex to conduct official project business will be reimbursed to the vessel.
- 2.6.5. PSMFC and/or NMFS or ODFW will furnish all necessary documentation needed to authorize research sampling activities in all concerned State and Federal jurisdictions. No fishing operations under this contract shall commence until documentation is obtained and carried aboard the vessel.

2.7. OPERATING PROCEDURES

- 2.7.1. The Contractor shall provide three (3) nutritionally balanced meals each charter day. After vessel selection and prior to beginning the charter, the Contractor should contact ODFW to make arrangements on any special dietary requirements or preferences for any member of the vessel or scientific crew. Meal times will be coordinated between the Captain and the Chief Scientist to accommodate both the need to complete sampling work and the time required by the cook to prepare meals. The vessel will

provide meals for the scientific crew during all sampling days.

- 2.7.2. Workday length and hours will be determined by the Chief Scientist in consultation with the Captain. The length of working days will range from 12-16 hours. Work schedule decisions will be based on the type of activity expected (in-port preparations, transit, sampling, etc.), prevailing weather conditions, and the provisions of the Cruise Plan. The Chief Scientist has the final authority except in matters relating to safety of the vessel and crew. The work day of the vessel crew will likely exceed that of the scientific crew, since they will be required to conduct a wheel/anchor watch (as required by CG Navigational Rules of the Road) at night while the vessel runs to the next station, drifts, lies at anchor, or runs to the first sampling station early in the morning.
- 2.7.3. The Chief Scientist and Captain will work together to resolve all problems, which may occur regarding the project. In the event the Chief Scientist and Captain are unable to resolve any problem which has the potential for invalidating the project or threatens the safety or welfare of the scientific crew, the Chief Scientist will direct the vessel to return to port where an acceptable solution will be arranged between the PSMFC and the Contractor or the research cruise will be terminated. In such situations the vessel will go off charter if required to return to port and will remain off charter until the problem has been resolved and the vessel has returned to the project area. Note: Grounds for such actions include specifically the requirement that scientific crew not be harassed, assaulted, opposed, impeded, intimidated, threatened, interfered with, or subject to unwelcome advances.
- 2.7.4. The Captain may be asked to help keep navigational, operational, and/or biological records.

2.8. CONTRACTOR'S RESPONSIBILITIES

- 2.8.1. The Contractor will be responsible for maintenance of the hull, engine, and other vessel equipment, including all equipment and gear mentioned in these Specifications (other than that supplied by PSMFC) plus that which is not specifically named but is necessary to the safe and continued operation of the charter.
- 2.8.2. The Contractor will supply all fuel, lubricants, filters, or other engine room supplies, not specifically included under "Scientist's Responsibilities": as described in Section 2.9 of this section below.
- 2.8.3. The Contractor will be responsible for all vessel-related gear needs, including supplies normally needed for routine maintenance, and for any vessel-related gear lost or damaged during the course of the charter. Contractor agrees to provide labor to assist ODFW in modifying or repairing the experimental net at sea, as needed.
- 2.8.4. All fish and shellfish taken are the property of the Government and considered

research catch. All prohibited species will be promptly and carefully returned to the sea. All fish caught during the sampling time under this contract will be released when appropriate or retained for sale if possible. As determined by the Chief Scientist.

- 2.8.5. Contractor shall be responsible for the sale of all research catch. Contractor should consult with Chief Scientist on locating a suitable buyer(s) for the fish. PSMFC and NMFS personnel may assist in locating potential buyers in certain ports in the case the buyer(s) selected by the Contractor are unable to accept the catch. In the event that the proceeds from the sale of the fish exceed the total cost of the cruise, the Contractor shall return the difference to PSMFC, within 30 days by check.
- 2.8.6. The Captain and crew shall exercise due caution and follow safety procedures as directed by the Chief Scientist to help prevent damage or loss of scientific gear and equipment. The Chief Scientist may present specific safety procedures in writing to the Captain. If loss of or damage to scientific equipment is the result of negligent disregard of such instructions and procedures, repair or replacement costs may be deducted from charter payments.
- 2.8.7. During mobilization and demobilization operations at the beginning and end of each charter and during port calls, Contractor will pay fees for vessel moorage. These will be on a cost reimbursable basis.

2.9. SAFETY

- 2.9.1. The vessel Captain is responsible for all matters relating to the safety of all crew, the vessel, and equipment operation. The Captain will adhere at all times to Navigational Rules and Rules of the Road whether sampling, running, drifting, or at anchor. The Captain shall review safety procedures and equipment with the scientific crew at the beginning of each cruise leg. At all times while at sea, the Captain shall post a wheel/anchor watch (as required by CG Navigational Rules of the Road). The Captain shall post a wheel/anchor watch at night while the vessel runs to the next station, drifts, lies at anchor, or runs to the first station early in the morning to ensure that the vessel and all crew are secure.
- 2.9.2. The Contractor shall provide U.S. Coast Guard-approved Arctic-type survival suits for all vessel crew (scientific crew will provide their own suits). Adequate dry, top-side storage for all survival suits shall be provided.
- 2.9.3. The Contractor shall provide U.S. Coast Guard-approved life jackets for all crew aboard including scientific crew.
- 2.9.4. The vessel must be equipped with a currently inspected self-inflating covered life raft with capacity sufficient to accommodate all ship's crew and scientific crew.

- 2.9.5. A Category I EPIRB (Emergency Position Indicating Radio Beacon) must be affixed to the exterior of the vessel in a manner approved by the U.S. Coast Guard.
- 2.9.6. Before leaving the dock to commence sampling operations or when any crew change occurs, Contractor will conduct a safety drill detailing locations of all safety equipment, description of vessel station bill, and instructions on operating appropriate safety and communications equipment.

2.10. U.S. COAST GUARD SAFETY DECAL

- 2.10.1. Vessels must have a valid USCG Safety Decal. The decal must remain valid during the entire contract period and all requirements of the decal must remain valid for the entire contract period. This includes EPIRB batteries and life raft repacking. For example, if a vessel has a valid sticker, but the EPIRB battery is expired the vessel will need to have the battery replaced before the project can begin. In such situations the vessel will go off charter and will remain off charter until the problem has been resolved.

2.11. POST-AWARD AND POST-PROJECT MEETINGS

- 2.11.1. Upon award of contract and prior to the start of the charter, a post-award meeting or conference call will be held to discuss issues relating to the charter and project. All vessel Captains participating in the charter are required to participate in the meeting. PSMFC, upon award of the contract, will schedule the date and time for the meeting.
- 2.11.2. After completion of the project, a post-project debriefing will be held at an agreed upon location. The purpose of the debriefing is to provide the Contractor an evaluation of the performance of the vessel and crew during the charter and for the crew to voice any suggestions or concerns they may have. All vessel Captains participating in the charter are required to attend the meeting. PSMFC, upon completion of the project will schedule the date and time for the meeting.

2.12. EXECUTION OF CONTRACT

- 2.12.12. The Contractor hereby agrees to execute the Project Design as described, or a modification of said Plan or design based upon mutual agreement between the Contractor and PSMFC.

Section 3: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1. DEFINITIONS

As used in this provision-

- 3.1.1. “Contractor” is defined as the owner of a vessel selected to take part in this project.
- 3.1.2. “Captain” is defined as the master or primary vessel operator who will have the final say on all matters on the behalf of the vessel crew
- 3.1.3. “Chief Scientist” is defined as the lead biologist on the vessel, and is a member of the scientific crew.
- 3.1.4. “Sampling days” are any day or part thereof when the vessel completes one or more sampling stations.
- 3.1.5. “Bad weather days” are days at sea or in port when the Chief Scientist determines that weather conditions prohibit effective, scientifically valid sampling operations.
- 3.1.6. “Transit days” are days at sea when transiting from one area to another in between project operations when less than one sampling station is completed.
- 3.1.7. “Mobilization days” are those days immediately preceding scientific operations required for loading or installation of scientific furnished equipment, gear, stores, food supplies, etc.
- 3.1.8. “Demobilization days” are those days immediately succeeding scientific operations required for unloading or removal of scientific furnished equipment, stores, gear, etc.
- 3.1.9. “Port call days” are those days that will be spent in port in the interim between successive cruises. If the vessel is restricted in use because scientific gear is still aboard, this time is compensable as “port call days”.
- 3.1.10. “Project Design” is defined as the statistical and procedural methodologies employed to determine the sampling gear, sampling stations, deck protocols, and data analyses.
- 3.1.11. “Cruise Plan” is defined as the logistical methodologies employed to implement the Project Design including determining the sequence of stations that will be sampled and charting courses between sites.
- 3.1.12. “Sampling Station” is defined as any site selected for sampling in the Project Design. This may include, points defined by specific GPS coordinates or some other means of determining sampling areas.

3.2. MOORAGE

- 3.2.1. Moorage will be cost reimbursable. Contractors may be required to provide documentation of moorage fees to be eligible for reimbursement.

3.3. QUESTIONS

Questions regarding this RFP shall be submitted in writing not later than August 15, 2005 to:

Steve Parker, ODFW
2040 SE Marine Science Drive
Newport, OR 97365

Phone: 541-867-4741
Fax 541-867-0311
Email: Steve.Parker@oregonstate.edu

3.4. AMENDMENTS TO SOLICITATIONS

3.4.1. 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 on offeror's proposal.

3.5. SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS

3.5.1. Deadline for proposals is August 24, 2005.

3.5.2. Proposals are submitted to: Pacific States Marine Fisheries Commission
Attn: Dave Colpo
Pacific States Marine Fisheries Commission
205 SE Spokane St
Portland, OR 97202

Phone: 503-595-3100
Fax: 503-595-3232

3.5.3. Proposals and modifications to proposals **MUST** be submitted in paper media facsimile, or email/electronic commerce submission.

3.5.4. In addition to the requested information (Sections 4 and 5), the proposal must show:

The name of the solicitation;

The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

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;

3.5.11. 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.

3.5.12. Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach PSMFC by 4:00 p.m., local time, on August 22, 2005.

3.5.13. Late proposals:

3.5.130.1. 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 Program Manager determines that accepting the late offer would not unduly delay the acquisition; and

3.5.130.2. 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

3.5.130.3. It is the only proposal received.

3.5.130.4. 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.

3.5.130.5. 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.

3.5.130.6. 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.

3.5.130.7. Proposals may be withdrawn by written notice received at any time before award. 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.

3.5.14. Offerors shall submit proposals in response to this solicitation in English and in U.S. dollars.

- 3.5.15. 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.
- 3.5.16. Offerors may submit revised proposals only if requested or allowed by the Program Manager.
- 3.5.17. Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Program Manager.

3.6. OFFER EXPIRATION DATE

- 3.6.1. 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).

3.7. RESTRICTION ON DISCLOSURE AND USE OF INFORMATION

- 3.7.2. 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:

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

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.”

3.8. CONTRACT AWARD

- 3.8.1. 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.
- 3.8.2. The PSMFC may reject any or all proposals if such action is in the PSMFC's interest.
- 3.8.3. The PSMFC may waive informalities and minor irregularities in proposals received.
- 3.8.4. 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 Program Manager later determines them to be necessary. If the Program Manager 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 Program Manager 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.
- 3.8.5. 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.
 - 3.8.6. 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.
 - 3.8.7. Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the PSMFC.
 - 3.8.8. 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 Program Manager determines that the lack of balance poses an unacceptable risk to the PSMFC.
 - 3.8.9. If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
 - 3.8.10. 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.
 - 3.8.11. The PSMFC may disclose the following information in post award debriefings to other offerors:
 - 3.8.11.1. The overall evaluated cost or price and technical rating of the successful offeror;
 - 3.8.11.2. The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
 - 3.8.11.3. A summary of the rationale for award.

3.9. PROPOSAL EVALUATION CRITERIA

3.9.1. The following criteria and evaluation weightings will be used for evaluating both solicited and unsolicited proposals:

- Vessel Characteristics (30 Points);
 - ♣ Vessel size, horsepower, cruising speed, endurance, etc.
 - ♣ Deck configuration and free area (ability to accommodate the scientific equipment in this RFP and sampling needs of the scientific crew)
 - ♣ Wheelhouse electronics, space, and layout

- ♣ Communications equipment
- Vessel Configuration (10 Points);
 - ♣ Berthing (number and size)
 - ♣ Living Quarters
- Vessel/Captain Crew's Fishing History and Experience (15 Points);
- Other Desirable Characteristics (45 Points)
 - ♣ Safety Equipment
 - ♣ Research Experience
 - ♣ Crewmember with formal survival and firefighting training
 - ♣ Crewmember with certified first aid and EMT
 - ♣ Deck Lighting
- Costs: Those proposals that meet or exceed technical requirements will be ranked according to technical merit and ranked by cost. The proposal with the best overall combination of technical merit and cost will be selected.

3.10.PROPOSAL SELECTION PROCEDURE

3.10.1. All proposals will be evaluated and scored individually in accordance with the above evaluation criteria. Both Federal and non-Federal employees may be used in this process. There will be between two and four reviewers depending on the number of proposals received. Each reviewer will independently score each proposal. Reviewers will meet to score each criterion as a group and make a final decision on which proposals to fund.

Section 4: SUPPLIES OR SERVICES AND PRICES/COSTS

Provide vessel, captain, and crew, for a charter to conduct a research cruise to examine how fish interact with bottom trawls using underwater video equipment, in accordance with all terms and conditions of this solicitation and/or subsequent contract. This includes bad weather, mobilization, demobilization, and port call days. The project will occur between September 1 and October 1, 2005 for a total not to exceed 5 days at sea. The cruise may extend for a slightly longer period in the event of bad weather or other delays, and any such additional days will be compensated at the applicable rate for that day’s activity. The prices below shall include all costs of charter, i.e., vessel, crew, ice, fuel, and equipment, except those items specifically identified as being provided by the scientists. Costs of moorage the Contractor incurs while chartered for this project shall be cost reimbursable and should not be calculated into the vessel’s daily rate below.

	Estimated quantity per charter	Per day cost
2005 Charter-Basic Sampling Days	5 Days	_____
Bad Weather/Transit Days	1 Day	_____
Mobilization/Demobilization	2 Days	_____
Port Calls	5 Days	_____
Optional Days Additional sampling days continuing beyond the initial 5 Days proposed		_____

Name: _____ Name of Vessel: _____

Section 5: ATTACHMENTS

5.1. BID PROPOSAL WORKSHEET: VESSEL CHARACTERISTICS

1. GENERAL VESSEL CHARACTERISTICS

Owner Name _____ Registration No. _____

Vessel Name _____ Phone _____

Address _____

Primary Port of Vessel _____

Hull Type _____ Year Built _____
Vessel Length (LOA) _____ (ft) Draft _____ (ft) Beam _____ (ft)
Vessel Length (Registered) _____ (ft)

Main Engines:

Number _____ Mfg. _____ Model _____ Total HP _____

Auxiliary Engines:

Mfg. _____ Model _____ HP _____ KVA _____

Mfg. _____ Model _____ HP _____ KVA _____

2. SAFETY EQUIPMENT

Life Raft Capacity _____

EPIRB: No. _____ Class _____ EPIRB Battery Expiration _____

US Coast Guard Safety Certificate of Inspection Expiration Date _____

3. COMMUNICATION AND NAVIGATIONAL EQUIPMENT

Cellular Telephone (if present on vessel)

Mfg. _____ Model _____

Cellular Telephone No.: _____

Satellite Telephone available: Yes | No

Plotter: GPS/LORAN

Mfg. _____ Model _____

4. DECK, OFFICE, & STORAGE SPACES

Approximate clear deck area available for working catches _____ sq. ft.

Comments: _____

Is there electric power supply (110 V.A.C.) available on Deck? Yes___ No___ In the wheelhouse? Yes___ No___

Dry area in the deck house for storage of scientific supplies and equipment _____ cu. ft.

5. LIVING QUARTERS

Number of Berths: _____

Number of functional heads with a lock or latch: _____

Number of functional showers: _____

7. COMMENTS

Is there anything additional you would like us to know about your vessel and/or experience? Use additional paper or the backside of this form if additional space is needed.

5.2. MASTER/CREW WORK EXPERIENCE
(One sheet each for captain and each crew member)

Name _____ Position _____
Charter Vessel Name _____

Dates Target/Gear & Location Responsibilities Specialized Experience

5.3. OFFEROR'S RESEACH EXPERIENCE

OFFEROR'S NAME:

RESEARCH EXPERIENCE: List below similar research or resource assessment activities (if any) that you have successfully performed in the past.

5.4. DESIRABLE ITEMS FORM

1) Crew member with formal survival and firefighter training

Yes_____ No_____

Comments:_____

2) Crew member certified first aid or Emergency Medical Technician training

Yes_____ No_____

Comments:_____

5.5. INDEMNITY AND INSURANCE

INDEMNIFICATION

Contractor agrees to indemnify PSMFC, 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 or Contractor, or injury to property, including, but not limited to property of PSMFC, Contractor, and third parties, arising out of or in any way connected with the performance of this contract, however caused, regardless of any negligence of PSMFC, 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.

_____ Yes _____ No

INSURANCE COVERAGE

1) Minimum Coverage. Please indicate if able to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

a. Protection and Indemnity in the amount of \$1,000,000

_____ Yes _____ No

b. Jones Act coverage for vessel crew in the amount of \$1,000,000

_____ Yes _____ No

c. Vessel Hull and Machinery Coverage

_____ Yes _____ No

