

Request for Proposals

Vessel Needed for Research Project Testing Footrope Modifications Designed to Reduce Bycatch of Demersal Groundfish and Megafaunal Invertebrates in the Pink Shrimp Fishery off Central Oregon



Actual issue date: 28 July 2009

Schedule/Instruction/ Provision/Clauses

DEADLINE FOR SUBMISSIONS: 14 August 2009

Table of Contents

Section 1: PROPOSED SCHEDULE 1

Section 2: STATEMENT OF WORK 2

2.1. GENERAL..... 2

2.2. GOALS AND OBJECTIVES OF THE PROJECT 3

2.3. PROJECT DESCRIPTIONS 3

2.4. VESSEL OPERATIONS 4

2.5. CREW REQUIREMENTS 6

2.6. SCIENTIFIC CREW 6

2.7. OPERATING PROCEDURES 6

2.8. CONTRACTOR RESPONSIBILITIES 7

2.9. SAFETY..... 8

2.10. UNITED STATES COAST GUARD SAFETY DECAL 9

2.11. POST-AWARD AND POST-PROJECT MEETINGS 9

2.12. EXECUTION OF CONTRACT 9

Section 3: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR’S..... 9

3.1. DEFINITIONS..... 9

3.2. MOORAGE 10

3.3. QUESTIONS 11

3.4. AMENDMENTS TO SOLICITATIONS 11

3.5. SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWL OF PROPOSALS. 11

3.6. OFFER EXPIRATION DATE 14

3.7. RESTRICTIONS ON DISCLOSURE AND USE OF INFORMATION 14

3.8. CONTRACT AWARD 14

3.9. PROPOSAL EVALUATION CRITERIA..... 16

3.10. PROPOSAL SELECTION PROCEDURE..... 16

Section 4: SUPPLIES OR SERVICES AND PRICE/COSTS 17

Section 5: ATTACHMENTS 17

5.1. BID PROPOSAL WORKSHEET: VESSEL CHARACTERISTICS 18

5.2. MASTER/CREW WORK EXPERIENCE 21

5.3. OFFEROR’S RESEARCH EXPERIENCE..... 22

Table of Contents (CONTINUED)

5.4. DESIRABLE ITEM FORM	22
5.5. IDEMNITY AND INSURANCE	23

Section 1: PROPOSED SCHEDULE

Vessel Needed for Research Project Testing Footrope Modifications Designed to Reduce Bycatch of Demersal Groundfish and Megafaunal Invertebrates in the Pink Shrimp Fishery off Central Oregon

28 July 2009	Requests for Proposals (RFP) distributed
03 August 2009	Deadline for written questions on RFP
	Any questions should be directed to: Mark Lomeli Pacific States Marine Fisheries Commission Newport, OR 97365 Email: mark_lomeli@psmfc.org Phone: (541) 867-0544 Fax: (541) 867-0505
07 August 2009	PSMFC Answers to written questions posted on website: www.psmfc.org
14 August 2009	Deadline for proposals
	One (1) original to: Dave Colpo Pacific States Marine Fisheries Commission 205 SE Spokane Street, Suite 100 Portland, OR 97202 Email: dave_colpo@psmfc.org Phone: (503) 595-3100 Fax: (503) 595-3232
17 August 2009	Select Contractor
01 September 2009	Project begins with mobilization in Newport, OR
31 October 2009	Project ends with demobilization in Newport, OR
01 June 2010	Project begins with mobilization in Newport, OR
31 September 2010	Project ends with demobilization in Newport, OR

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 double-rigged shrimp trawling fishing vessel to participate in a fisheries research project. The project will be in collaboration with the National Oceanic and Atmospheric Administration/National Marine Fisheries Service (NMFS)/Northwest Fisheries Science Center, and the Oregon Department of Fish and Wildlife (ODFW). PSMFC, NMFS, and ODFW will be responsible for designing the project and providing any supplies needed to modify the vessel's groundlines for the experiment. PSMFC, NMFS, and ODFW will provide all scientific equipment.

The timeline for this project will be approximately 3 days at sea between 01 September and 31 October 2009 and 5 days at sea between 01 June and 31 September 2010 and will require one chartered vessel. The actual days at sea are subject to change based upon weather, sampling logistics, and/or contingencies. Mobilization and demobilization will be conducted in Newport, OR. The mobilization time is necessary for completing the following: (1) loading gear and modifying the vessel's groundlines as needed, (2) planning use of deck space, (3) setting up electronics, and (4) orienting the scientific crew with the vessel. The demobilization time frame will include cleaning, offloading, and packing of scientific gear brought aboard the vessel for the project.

The Contractor agrees to furnish a vessel, crew, fuel, two well-matched shrimp trawl nets, ice, and additional fishing gear necessary for sampling up to 165 fathoms in the Pacific Ocean for pink shrimp, *Pandalus jordani*. The Captain and crew for the selected vessel will support the scientific crew by utilizing their experience in fishing with shrimp trawl gear.

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 attached to either the groundline or doors of one of the vessel's nets. The equipment mounted on the trawl provides video data on the interaction of the groundline with the seafloor.

The vessel's crew, in cooperation with the scientific crew, will systematically set and retrieve the fishing gear in locations specified by the project design. The project will occur between 43.5 and 45 degrees N. latitude over the continental shelf in waters shallower than 165 fathoms. The number of stations sampled will be determined by several factors: (1) weather, (2) cost, (3) vessel cruise speed, and (4) other logistical concerns. All trawling

will occur during daylight hours. 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 operation by sunrise.

2.2. GOALS AND OBJECTIVES OF THE PROJECT

2.2.1. The objective of this research is to test footrope modifications designed to reduce bycatch of demersal groundfish and megafaunal invertebrates, and reduce physical impacts on invertebrates in the pink shrimp trawl fishery off central Oregon. Shrimp trawl nets utilizing two or three different footrope configurations will be examined: an experimental net using a footrope configuration in which the chain or cable groundline has been removed and heavy drop chains added so that they attach to the fishing line and hang directly down towards the seafloor, a net using a conventional footrope incorporating “ladder chains” that form a continuous groundline with the center section covered with 2-3 inch rubber disc gear and a conventional footrope incorporating “ladder chains” but with the chain or cable groundline covered with sections of PVC pipe. This research will make every effort possible to minimize bycatch, however if bycatch becomes excessive, trawling will be adjusted or stopped altogether. To minimize bycatch, the vessel must provide a rigid-grate bycatch reduction device for each shrimp net. All fish and invertebrates caught will be counted and weighed. To collect direct in-situ observations of fish behavior and gear performance, underwater video and DIDSON sonar equipment will be used. The success of this research project depends upon the Contractor's knowledge of how to fish for pink shrimp, and of safe and efficient fishing methods. Contractor agrees to provide a Captain and crew that have knowledge of safe vessel operation, appropriate use, repair and modification of shrimp trawl gear, fishing safety, and knowledge of weather considerations. PSMFC will not control the means or manner of the operations 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 DESCRIPTIONS

2.3.1. This research charter will be conducted during two or more cruises totaling no more than 8 days at sea (3 days at sea in 2009, and 5 days at sea in 2010). Additional days may be scheduled for mobilization, demobilization, port calls, transit, and/or weather. Precise cruise dates will be somewhat flexible given weather, sampling logistics, and personal constraints. One day will be necessary for mobilization, and up to one partial day will be necessary for demobilization in both 2009 and 2010. A multi-day port call may be held in the interim between cruises, with the timing and duration determined through joint agreement between the PSMFC and the vessel Captain. 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 crew and vessel crew if necessary, and allow mechanical and electrical equipment repair.

- 2.3.2. The sampling area for each cruise will be jointly determined by the vessel Captain and 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 vessel Captain and Chief Scientist, either: (1) the scientific objectives of the cruise have been met, (2) available funds have been exhausted, (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 (4) the limit of compensable sampling days has been reached.
- 2.3.4. If the project is terminated before 8 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 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 and PSMFC may elect to terminate the cruise and return to port. Alternatively, PSMFC and the Contractor may jointly elect to suspend sampling operation 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 agreement (except as mobilization and demobilization days). Partial payment may be made at the sole discretion of PSMFC. If, during the course of a cruise, the camera system or other component of the sampling gear becomes damaged or otherwise inoperative, 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 end of each cruise leg, the vessel 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 OPERATIONS

- 2.4.1. The vessel must be at least 50 feet in registered length. It must be seaworthy and suitable for shrimp trawl sampling in the area mentioned above during the seasons indicated.
- 2.4.2. The fishing vessel must be a double-rigged shrimp trawl vessel with at least 350 square feet of backdeck space. Sufficient deck area is needed to permit the scientific

crew to weigh and count fish and invertebrate catches, and affix the camera and imaging sonar gear to the trawl net.

- 2.4.3. The vessel must provide two well-matched shrimp trawl nets.
- 2.4.4. The vessel must provide two otter doors designed for shrimp trawling and all available hardware to attach the nets to the doors.
- 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 members (men and/or women). This includes, but is not limited to, adequate sleeping quarters and three meals per 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 each cruise leg.
- 2.4.9. The vessel must have work spaces and berthing spaces that are adequately ventilated and free from excess 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 refrigerator or ice hold capacity to accommodate five sampling days worth of catch. Proceeds from any sale of research fish or invertebrates will be used to offset the cost of the project. If any project is unable to sell the catch, they will be donated to a local food bank or saved for scientific specimens.

2.5. CREW REQUIREMENTS

- 2.5.1. The crew shall consist of a Captain and at least one deckhand. In addition to the normal duties reserved for the deckhands, one or more of the deckhands or the Captain 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 crew members receive adequate rest.
- 2.5.2. The Captain shall have a minimum of 10 years of shrimp trawl fishing experience as master of a comparable-sized vessel in Pacific waters and at least 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 person undertaking the responsibilities of cook or engineer shall have a minimum of two 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 assist the scientific crew to ensure proper maintenance and stowage of the sampling gear between sampling stations and at the end of the day.

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 the Chief Scientist. That person will be responsible for implementing 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 their 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, NMFS and/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 nutritionally balanced meals each sampling day. After the vessel selection and prior to beginning the charter, the Contractor should

contact PSMFC 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 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 to 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 the United States Coast Guard (USCG) 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 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, NMFS or ODFW) 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 the 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 PSMFC NMFS, and ODFW in modifying or repairing bycatch reduction devices, footropes, groundlines or video equipment at sea, as needed.

- 2.8.4. All fish 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 buyer(s) 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, the Contractor will pay fees for vessel moorage.

2.9. SAFETY

- 2.9.1. The vessel Captain is responsible for all matters related to the safety of all crew, the vessel, and equipment operation. The Captain will adhere at all times to Navigational 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 the USCG 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 USCG approved survival suits for all vessel crew (scientific crew will provide their own suits). Adequate dry, topside storage for all survival suits shall be provided.
- 2.9.3. The Contractor shall provide USCG approved life jackets for all crew aboard including the 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 vessel 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 USCG.

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. UNITED STATES COAST GUARD SAFETY DECAL

2.10.1. Vessel's 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

2.12.1. 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 and NMFS.

Section 3: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR'S

3.1. DEFINITIONS

As used in this provision –

3.1.1. "Contractor" is defined as the owner of a vessel selected to take part of the project

- 3.1.2. “Captain” is defined as the master or primary vessel operator who will have 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 thereafter 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 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 installing of scientific furnished equipment, gear, food supplies, etc.
- 3.1.8. “Demobilization days” are those days immediately succeeding scientific operations required for unloading or removal of scientific furnished equipment, gear, food supplies, 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, the 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 no later than 03 August 2009 to:

Mark Lomeli, Pacific States Marine Fisheries Commission
Newport, OR 97365
Phone: (541) 867-0544
Fax: (541) 867-0505
Email: mark_lomeli@psmfc.org

3.4. AMENDMENTS TO SOLICITATIONS

3.4.1. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offeror's 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 14 August 2009.

3.5.2. Proposals are submitted to: Pacific States Marine Fisheries Commission

Attn: Dave Colpo

Pacific States Marine Fisheries Commission

205 SE Spokane St., Suite 100

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 or facsimile. Email/electronic commerce submission WILL NOT be accepted.

3.5.4. In addition to requested information (Section 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 the 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. Offeror's are responsible for submitting proposals, and any modification or revisions, so as to reach PSMFC by 4:00 p.m., local time, on 14 August 2009.

3.5.13. Late proposals

3.5.13.1. Any proposal, modification, or revision received at the PSMFC office designated in the solicitation after the exact time specified for receipt to 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

3.5.13.2. There is acceptable evidence to establish that it was received at the PSMFC installation designation for receipt of offers and was under the PSMFC's control prior to the time set for receipt to offers; or

3.5.13.3. It is the only proposal received.

3.5.13.4. 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.

3.5.13.5. Acceptable evidence to establish 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.

3.5.13.6. 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.

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

award. Proposals may be withdrawn via facsimile received at any time before the award, subject to the conditions specified in the provisions at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offer 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. Offeror's shall submit proposals in response to this solicitation in English and in U.S. dollars.

3.5.15. Offeror's 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. Offeror's 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. RESTRICTIONS ON DISCLOSURE AND USE OF INFORMATION

- 3.7.2. Offeror's that include in their proposals data that they do not want disclosed to the public for any purposes, 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 of 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) represent the best value after evaluating in accordance with the factors and subfactors in the solicitation.
- 3.8.2. Award of the contract is contingent upon PSMFC securing funds from the National Oceanic and Atmospheric Administration/National Marine Fisheries Service for this project
- 3.8.3. The PSMFC may reject any or all of the proposals if such action is in the PSMFC's interest.
- 3.8.4. The PSMFC may waive informalities and minor irregularities in proposals received.
- 3.8.5. The PSMFC intends to evaluate proposals and award a contract without discussions with offeror's (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.

- 3.8.6. The PSMFC reserves the right to make an award on any item for a quantity less than a quantity offered, at the unit cost or price offered, unless the offer specifies otherwise in the proposal.
- 3.8.7. The PSMFC reserves the right to make multiple awards if, after considering the additional administrative cost, it is in the PSMFC's best interest to do so.
- 3.8.8. Exchanges with offeror's after receipt of a proposal do not constitute a rejection or counteroffer by the PSMFC.
- 3.8.9. The PSMFC may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced prices 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 balances poses an unacceptable risk to the PSMFC.
- 3.8.10. If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- 3.8.11. 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.
- 3.8.12. The PSMFC may disclose the following information in post award debriefings to other offeror's:
 - 3.8.12.1. The overall evaluated cost of price and technical rating of the successful offeror;
 - 3.8.12.2. The overall ranking of all offeror's, when any ranking was developed by the agency during source selection; and
 - 3.8.12.3. A summary of the rationale for award.

3.9. PROPOSAL EVALUATION CRITERIA

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

- Vessel Characteristics (30 Points)
 - Vessel size, horsepower, cruise 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
 - Communication equipment

- Vessel Configuration (10 Points)
 - Berthing (number and size)
 - Living quarters

- Vessel/Captains 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 and score each criterion as a group and make a final decision on which proposal to fund.

Section 4: SUPPLIES OR SERVICES AND PRICE/COSTS

Provide vessel, Captain, and crew, for a charter to conduct a research cruise to test and evaluate the effect of footrope configurations on benthic megafaunal invertebrates using underwater video and sonar 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. For 2009, this project will occur between 01 September and 31 October 2009 for a total not to exceed 3 days at sea. For 2010, this project will occur between 01 June and 31 September 2010 for a total not to exceed 5 days at sea. Total days at seas for this project are not to exceed 8 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, ice, fuel, and equipment, except those items specifically identified as being provided by the scientific crew. 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
	2009	2010	Total	
Charter-Basic Sampling Days	3	5	8	_____
Bad Weather/Transit Days	1	1	2	_____
Mobilization/Demobilization	2	2	4	_____
Port Calls	3	5	8	_____
Optional Days Additional sampling days continued beyond the initial 8 days proposed				_____

Name of Vessel: _____

Authorized Signature: _____

Printed Name: _____

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 _____

Vessel Length (LOA) _____

Vessel Length (Registered) _____

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_____

USCG Certification of Inspection Expiration Date_____

3. COMMUNICATION AND NAVIGATIONAL QUIPEMENT

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

Appropriate clear deck area available for working catches _____ square feet.

Comments:_____

Is there electrical 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_____cubic feet.

5. LIVING QUARTERS

Number of Berths_____

Number of functional heads with a lock or latch_____

Number of functional showers_____

6. 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.

5.5. IDEMNITY AND INSURANCE

IDEMNIFICATION

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

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 the Maritime Employer's Liability, and Vessel Liability or equivalent Policy coverage, Contractor shall look solely to its insurance for recovery. Contractor shall hereby grant PSMFC, its officers, agents, employees, boards, commissions, and cooperative agency participants on behalf of any insurer providing, Maritime Employer's Liability, and Vessel Liability or equivalent Policy coverage to either Contractor or PSMFC with respects to the service 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, commissions by virtue of the payment of any loss under such insurances.

_____ Yes _____ No

- 1) Evidence of Insurance provision. Before the final execution of this contract, Contractor shall produce a standard Accord from Certificates of Insurance with Insurance Carriers acceptable to the PSMFC/NMFS, evidencing all required insurances. The Certificate shall also comply with the Subrogation Waiver Provision and forward actual endorsements from the Contractors insurance carriers evidencing required coverage amendments.
- 2) Renewal/Cancellation. The respective Insurance Carriers and the Certificate of Insurance shall allow for a minimum of 30 days written notice of cancellation, non-renewal or reduction or 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 Certified evidencing all requirements herein and any reduction of required coverages or cancellation shall be sent to **Rick Masters, PSMFC, 205 SE Spokane Street, Suite 100, Portland, OR 97202 Phone: (503) 650-5400 Fax: (503) 595-3232.**
- 3) Sufficiency of Insurance. The insurance limits or coverages required by PSMFC are not represented as being sufficient to fully protect the Contractor. Contractor is advised and responsible to determine his own adequate coverage sot limits.
- 4) Qualifications. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of the exposure.