

Request for Proposals

Vessel needed for Conservation Engineering Studies of Trawl Gear in the Exclusive Economic Zone off the coast of Alaska, US



Actual issue date: Day April 27, 2015

Schedule/Instruction/ Provision/Clauses

DEADLINE FOR PROPOSALS: May 26, 2015

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 2

2.3. PROJECT DESCRIPTION..... 3

2.4. VESSEL OPERATIONS 4

2.5. ELECTRONIC EQUIPMENT REQUIREMENTS..... 7

2.6. CREW REQUIREMENTS 7

2.7. SCIENTIFIC CREW 8

2.8. PERMITS & PROCEDURES..... 9

2.9. OPERATING PROCEDURES 9

2.10. CONTRACTOR RESPONSIBILITIES 10

2.11. SAFETY 11

2.12. UNITED STATES COAST GUARD SAFETY DECAL 13

2.13. PROVIDED EQUIPMENT AND SUPPLIES..... 13

2.14. POST-AWARD AND POST-PROJECT MEETINGS 14

2.15. EXECUTION OF CONTRACT 14

Section 3: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR’S..... 14

3.1. DEFINITIONS..... 14

3.2. QUESTIONS 15

3.3. AMENDMENTS TO SOLICITATIONS 16

3.4. SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWL OF PROPOSALS. 16

3.5. OFFER EXPIRATION DATE 18

3.6. RESTRICTIONS ON DISCLOSURE AND USE OF INFORMATION 18

3.7. CONTRACT AWARD..... 18

3.8. PROPOSAL EVALUATION CRITERIA..... 19

3.9. PROPOSAL SELECTION PROCEDURE..... 20

3.10. CONFLICT OF INTEREST 20

3.11. INDEMNIFICATION..... 21

Section 4: SUPPLIES OR SERVICES AND PRICE/COSTS 23

Section 5: ATTACHMENTS.....	24
5.1. BID PROPOSAL WORKSHEET: VESSEL CHARACTERISTICS	24
5.2. VESSEL FISHING HISTORY AND EXPERIENCE.....	28
5.3. CAPTAIN/CREW MEMBERS FISHING HISTORY AND EXPERIENCE.....	29
5.4. CAPTAIN/CREW MEMBERS BYCATCH REDUCTION DEVICES (BRDs) AND FISHERIES RESEARCH EXPERIENCE.....	30
5.5. SAFETY EQUIPMENT AND TRAINING	30
5.6. VESSEL AVAILABILITY	31
5.7. IDEMNITY AND INSURANCE	31

Section 1: PROPOSED SCHEDULE

Conservation Engineering Studies of Trawl Gear in the Exclusive Economic Zone off the coast of Alaska, US

April 27, 2015	Requests for Proposals (RFP) distributed
May 8, 2015	Deadline for written questions on RFP All questions should be directed to: Michael Arredondo Email: marredondo@psmfc.org
May 12, 2015	PSMFC answers to written questions posted on website: http://www.psmfc.org/procurements/blog
May 26, 2015	Deadline for proposals One (1) original to: Michael Arredondo Pacific States Marine Fisheries Commission 205 SE Spokane Street, Suite 100 Portland, OR 97202 Email: marredondo@psmfc.org Phone: (503) 595-3100 Fax: (503) 595-3444
June 8, 2015	Select Contractor
15 June to 30 Sept. 2015	Timeline to complete research project (May 15 th to Sept. 30 th for years 2016 and 2017)

Section 2: STATEMENT OF WORK

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The contractor 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

Alaska Fisheries Science Center (AFSC) Resource Assessment and Conservation Engineering (RACE) Division's Conservation Engineering (CE) group conducts scientific studies to investigate ways to reduce bycatch, bycatch mortality and the effects of fishing on seafloor habitat in the Exclusive Economic Zone (EEZ) off Alaska.

The Pacific States Marine Fisheries Commission (PSMFC) intends to charter one vessel in support of this work. The vessel will participate in a research project looking to evaluate modified trawl designs to reduce bycatch (i.e. salmon, halibut and crab), bycatch mortality and the effects of fishing on the seafloor habitat. This project seeks to conduct a minimum of 10 sample days (depending on charter rate) and the option for up to 5 additional sampling days between 15 June and 30 September 2015. This RFP is for a firm-fixed-price contract for a vessel charter including costs for moorage and communications, with costs for fuel reimbursed by receipt to PSMFC. Additionally, this RFP consists of a base period of 10 days, with the option for up to an additional 10 days for (2) one-year option periods, with charter sailing/performance periods of 15 May to 30 September in each of the one-year option periods. The Conservation Engineering group (CE) will be responsible for designing the project and providing all scientific equipment needed for the project. The Contractor agrees to furnish a vessel, crew, pelagic and bottom trawl, and all additional gear necessary for either type of trawling for groundfish species. The Captain and crew of the vessel selected will assist in the deployment and retrieval of any underwater video cameras and sonars. The Captain and crew must be available during all scientific operations. In order to ensure full use of each sample day, the captain and crew should make any necessary transit arrangements in order to begin fishing operations at the start of each sample day. All fishing will occur during daylight hours.

2.2. GOALS AND OBJECTIVES OF THE PROJECT

2.2.1. PSMFC has a requirement for the supply of a trawl vessel and crew to conduct ongoing studies of gear performance and fish behavior in trawls, as well as studies of trawl modifications to reduce effects on seafloor habitat features and bycatch reduction. The base charter will consist of 10 days, with an option for PSMFC to extend the contract for up to 10 additional charter days. Conservation Engineering (CE) research consists of several types of operations necessary to conduct the research, which could include but is not limited to the following.

2.3. PROJECT DESCRIPTION

2.3.1. Deployment, towing, and recovery of a contractor-provided pelagic or bottom trawl, observing effects of modifications as directed by scientific party, with materials for the modifications provided by CE. Contractor-supplied nets and rigging will be typical of those used in the Bering Sea groundfish fisheries. CE may provide alternative trawls or trawl components as required for the research. Cameras, sonars and other measurement devices will be attached to the trawl to record gear configuration and animal behaviors. These deployments could be made with no intention to retain fish (i.e., codends open) to collect only information on gear configuration and animal behaviors as recorded with cameras, sonars and other measurement devices. Tows conducted for assessing gear configuration will usually be short (10 – 30 minutes), interspersed with adjustments to the gear to optimize gear modifications. Tows to accumulate animal behavior observations alone will more commonly last 1 – 3 hours in duration. In later testing phases of gear modifications, deployments could involve actual fishing conditions and at commercial harvest levels. Such catches will be refrigerated and brought to port (likely Akutan or Dutch Harbor) and the contractor will arrange for their sale, deducting the proceeds of such sales from the charter fee. Current projects that would fall under this description are:

- Testing of halibut excluders used in both the bottom and pelagic trawls in the Bering Sea groundfish fisheries. This research will likely be the focus of the work scheduled for 2015.
- Testing of trawl footrope modifications to pelagic trawls which could involve capturing Alaska pollock in actual fishing conditions and at commercial harvest levels.

2.3.2. A camera/sonar sled could be towed across the seafloor to assess the seafloor and associated benthic animals. These tows must be done at speeds as slow as 2.0 knots and the vessel must have the capability to navigate designated tow paths at such a slow speed.

2.3.3. Auxiliary nets could be attached to the contractor trawl to capture and retain animals that otherwise would have escaped. Catches from the main and auxiliary nets will be brought aboard and sampled by the scientific crew with the help of the vessel crew. These tows will be short in duration (10 – 30 minutes) and sequential tows will be repeated in close proximity with up to 8 – 12 tows completed per day.

2.4.4. Operations in 2015 will be focused on the description of 2.2.1 for halibut bycatch and testing of a halibut excluders used in both bottom and pelagic trawls in the Bering Sea groundfish fisheries with possible additional time (approximately 10-20% of the charter period) to be dedicated to testing footrope modifications for pelagic trawls. No camera sled or auxiliary net research is planned for 2015.

For all years, the daily work routine will span 12 hours per day for all types of operations. The scientific operations will be conducted over the eastern Bering Sea shelf south of 62 degrees N latitude in waters shallower than 500 meters. Specific sites will be selected as best to encounter the necessary combinations of target and bycatch species. The charter will start and end in Dutch Harbor, AK.

2.4. VESSEL OPERATIONS

- 2.4.1. Minimum overall length 36.5 m (120 ft.) and the vessel shall have been actively used for commercial trawling or research where trawl gear was used in Alaska waters in the past 12 months prior to charter operations.
- 2.4.2. Minimum main engine continuous horsepower of at least 1000. The vessel must be able to tow the provided pelagic trawl at 3.5 knots or faster. The vessel must have a demonstrable capability to maintain a speed of at least 16.8 km/hr. (9 kts) cruising speed in reasonable seas. Vessel must have capacity to hold sufficient fuel and potable water to conduct scientific operations for at least 20 days without resupply.
- 2.4.3. Completely rigged for commercial-scale trawling, including the following:
 - a. Two net reels, one with at least 7.6 m (25 ft.) of clear deck (trawl alley) between the net reel and a stern ramp. Both net reels must have sufficient capacity to hold either the contractor-provided pelagic or bottom trawls.
 - b. Split trawl winches with a minimum of 1372 m (750 fm) of 1.9-cm (3/4 in) diameter or larger trawl cable in good condition and free of signs of excessive wear (frayed, burrs, broken strands, corrosion) on each drum. Winches should be capable of retrieving the research trawls at a rate of at least 61 m (200 ft.) per minute and capable of paying out the cable between 30 to 91 m (100 to 300 ft.) per minute.
 - c. Trawl cable runs must be directly from the winches to the gallows trawl blocks.
 - d. At least four (4) winches for handling fishing gear, two (2) situated over the stern ramp and two situated forward of the forward net reel. All handling winches must at least have sufficient line to reach the aft end of the stern ramp.
- 2.4.4. One commercial pelagic trawl with headrope and footrope each at least 61 m (200 ft.) in length, in good repair, rigged and ready to fish, with all commercial scale accessories (i.e. doors, tailchains, sweeps, weights, and bridles) necessary to fish in the Alaska midwater pollock fisheries. **Offerors shall supply full net and rigging plans for proposed pelagic trawl and a listing of the fisheries in which it has been used.** Contractor will allow and assist in the installation of provided experimental modifications to the trawl. Such modifications will be removed before the end of the charter.
- 2.4.5. PSMFC will reimburse the contractor for all fuel costs accrued during the project. Receipts must be provided for reimbursement.

- 2.4.6. One commercial four-seam bottom trawl with headrope and footrope each at least 24 m (80 ft.) in length, in good repair, rigged and ready to fish, with all commercial scale accessories (i.e. doors, tailchains, sweeps, bridles, and codend) necessary to fish in the Alaska bottom trawl fisheries. It will not be required to have all equipment (including doors and trawl) for both bottom and pelagic trawl on-board at the same time, as they will be used for separate parts of the research. If necessary, the vessel can return to port to change gear.) **Offerors shall supply full net and rigging plans for proposed bottom trawl and a listing of the fisheries in which it has been used.** Contractor will allow and assist installation of provided experimental modifications to the trawl. Such modifications will be removed before the end of the charter.
- 2.4.7. The Contractor is **NOT** required to carry an observer on board during this project. All fish caught during this project are for research and will **NOT** come off of the Contractor's commercial vessel allocation.
- 2.4.8. Clean, flush deck area outside of the trawl alley for scientific sampling and stowage of gear components that is at least 37 sq. m (400 sq. ft.) and has the following characteristics:
- a. Clear of running gear, equipment and stowage.
 - b. Adequate illumination to enable scientific operations under all conditions.
 - c. Adequate space for one (1) 1.2 m x 1.2 m (4 ft. x 4 ft.) specimen table.
 - d. Seawater deck hose for cleaning of sampling gear; must have capability to reduce water pressure if needed; and, the On/Off switch should be readily available from the working deck.
 - e. Freshwater deck hose for occasional use to wash scientific instruments and other sensitive gear.
 - f. Deck space for up to 8 (4' x 4' x 5') live holding tanks and a salt water supply on deck for holding tanks.
- 2.4.9. The vessel must have the ability to navigate designated tracks at speeds as low as 2 knots while towing a seafloor sled. The contractor will describe how this will be accomplished (For example, using a variable pitch propeller and bow thruster).
- 2.4.10. A hydraulic crane and lifting gear for handling fishing gear, as much as 4.5 mt (5 t); must have capability to extend out 3 m (10 ft.) past the side of the vessel; and must be capable of raising or lowering anywhere on the working deck.
- 2.4.11. Dry storage areas:
- a. At least 5.4 cu m (190 cu ft.) in the deck house for holding scientific supplies.

2.4.12. Protected work spaces

a. A sheltered area (covered from above and forward) on or adjacent to the fishing deck for storage, staging and handling of equipment. This area shall be at least 1.2 m x 2.4 m (4 ft. x 8 ft.) and shall not include any space needed for emergency passage or used during routine fishing operations.

b. A dry, heated and lighted area preferably measuring 3 m x 4.6 m (10 ft. x 15 ft.), or 13.8 sq. m (150 sq. ft.) overall, with a 1 m x 0.5 m (3 ft. x 1.5 ft.) desk/bench top space. The desk space requirement could be reduced with adequate space above for stacking equipment and need not be contiguous. This area must be suitable for computer/electronic equipment and be adjacent to 110/115 VAC power outlets. The area may be located either in the deck house, deck locker or fully enclosed shelter deck, but must have easy access to the deck; provide easy, safe access for routing cables with connectors in and out of the area.

c. One suitable desk or shelf area at least 0.6 m x 1.2 m (2 ft. x 4 ft.) with adjacent 110/115 VAC power outlets for installation of supplied personal computers and printers. The desk or counter space should be located in an office space, which can be used almost exclusively by the scientific staff for entry and analysis of data on computers. Note: The dry, heated, and lighted spaces identified in Items b. and c. above can be met by one area if it can accommodate both needs.

d. A suitable desk or dry counter work space of at least 0.6 m x 1.2 m (2 ft. x 4 ft.) on the bridge with adjacent 110/115 VAC power outlets for installation of CE supplied computers; trawl mensuration receiver; and a GPS receiver. Access to and use of a suitable chart table is also required on the bridge.

e. The requirements for protected work spaces described in b and c can be eliminated IF there is room on the fishing deck for a provided shelter, measuring 1.5 long x 1.5 wide x 1.5 high (5 ft. x 5 ft. x 5 ft.), with 0.5 m clear space on one side for door opening that is clear of all running gear and safely accessible during fishing or sampling operations.

2.4.13. Clothes washer and dryer in proper working order for personal laundry.

2.4.14. Potable fresh water supply adequate for vessel and personal use (including showers and laundry) by as many as 12 people for about 20 days. If a water maker is not available, then a minimum of 23 kl (6,000 gal) is required and the vessel should be prepared to replenish water within 24 hours round trip transit of the study area.

2.4.15. Berthing spaces for 6 scientists, including clean mattresses with fitted covers. Scientists may include both males and females; separate berthing spaces are required for both sexes.

2.4.16. Two heads and at least one shower shall be available for use by the scientific field party. 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.

2.4.17. Vessel must be ballasted to maintain sea kindliness during the charter. If crab tanks are used to ballast or trim the vessel, overboard (not on deck) discharge must be provided. Adequate ballasting must be independent of fuel and fresh water supplies required for the charter period.

2.4.18. The vessel must have work spaces and berthing spaces that are adequately ventilated and free from excess engine noise and hydrocarbon fumes. Smoking of tobacco inside the vessel is prohibited while on charter.

2.4.19. 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.

2.5. ELECTRONIC EQUIPMENT REQUIREMENTS

2.5.1. Radios:

a. VHF, 2 sets

b. Synthesized single side band (2 18 MHz), 2 sets.

c. A system for switching to battery power for radio operation in the event of interruption of the normal power supply.

2.5.2. Capability for scientists sending and receiving e mail messages while at sea and a satellite telephone.

2.5.3. A GPS (Global Positioning System) with at least six channels, sequential capability to track satellites.

2.5.4. GPS plotting computer, which the scientific party can access to record start and end positions of tows and accompanying notes.

2.5.5. Radar, two sets, minimum range of 77 km (48 mi.). Radar must be equipped with an alarm system and a night watch by the vessel crew must be maintained.

2.5.6. Depth sounders with minimum range of 366 m (200 fm).

2.5.7. Trawl mounted sonar to determine operating depth, shape of trawl and position relative to fish schools.

2.6. CREW REQUIREMENTS

2.6.1. The crew of at least five (5) shall consist of:

- a. Captain,
- b. Cook,
- c. Engineer,
- d. Lead fisher, and
- e. Deck crew as needed for a total of 3 deck personnel to operate trawl gear including lead fisher (may include engineer)

- 2.6.1. The captain must have a minimum of five years of trawl fishing experience as master of a comparable-sized vessel in Alaskan waters and at least 10 years total fishing experience as a master.
- 2.6.2. The Captain shall be competent in the use of modern navigational and fish-detecting equipment.
- 2.6.3. The lead fisher shall have a minimum of five (5) years' experience in otter trawl fishing and in building, rigging, repairing, and operating trawls.
- 2.6.4. The cook shall have a minimum of one (1) year experience in the planning and preparation of three daily meals for a group of at least ten (10) people.
- 2.6.5. The engineer shall have a minimum of three (3) years' experience as an engineer on a trawl vessel
- 2.6.6. All deck crew shall have a minimum of one (1) year experience at trawl fishing.
- 2.6.7. If vessel licensing requires a Mate for overnight bridge watches, then that crew member is in addition to the above positions.
- 2.6.8. The vessel crew will assist the scientific crew with repairs that may need to be made to the excluder and/or recapture net.
- 2.6.9. Captain/crew members with previous research experience and knowledge of bycatch reduction devices are highly desired.

2.7. SCIENTIFIC CREW

- 2.7.1. One scientist will be designated the Chief Scientist. This person will be responsible for implementing the cruise plan, compliance with charter terms, and disposition of catches. The Chief Scientist 1) ensures that research is conducted according to established protocols, 2) follows good scientific practices to ensure data quality, 3) serves as the supervisor of the scientific staff, 4) ensures that the entire team adheres to safety regulations and rules of conduct, 5) has the necessary contact information for all scientific personnel, and 6) confirms all permits, emergency contact information, cruise plans, and protocols are read, understood and aboard prior to departure.

2.7.2. The field party will consist of at least 2 and no more than 6 NOAA-authorized personnel and may include both men and women.

2.7.3. The scientific crew will provide personal bedding, towels, life vests, and emersion suits.

2.8. PERMITS & PROCEDURES

2.8.1. Conservation Engineering on behalf of PSMFC will provide all state and federal permits necessary for conducting the research and possible selling of fish.

2.8.2. Marine Mammal Protocol: The Chief Scientist must confirm with the Captain or the bridge that no marine mammal(s) have been seen in the vicinity for 10 minutes prior to the deployment of any gear. In general, if there are marine mammal(s) in the vicinity, the vessel will remain on site for 10 minutes to see if they move off. If the marine mammal(s) do not move off or reappear during the second 10-minute watch, the site may be abandoned and the vessel will proceed to an alternate area. If a marine mammal is sighted after the trawl doors are deployed, the trawl operation will proceed through completion.

2.9. OPERATING PROCEDURES

2.9.1 Before departure and commencement of operations, the Chief Scientist will provide a joint orientation meeting for Captain, and vessel and scientific crew. This orientation will cover the objectives of and methods for accomplishing the project.

2.9.2. 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 be awake and 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. **Failure to maintain a wheel/anchor watch (as required by the United States Coast Guard [USCG] Navigational Rules of the Road) could result in a breach of contract and termination of charter work.**

2.9.3. 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.

- 2.9.4. The contractor shall provide three nutritionally balanced meals and a light evening snack each sampling day. 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.
- 2.9.5. Any and all crew, when not required by the Captain for vessel operations, shall conduct fishing activities and assist with scientific activities, including but not limited to: 1) installation and modifications to the trawl as directed by Chief Scientist, 2) handling of gear during deployment and retrieval, 3) assist field party with sorting the catch and obtaining biological data, and 4) restoring the trawl to original configuration at end the end of the charter. The Captain will assist scientific personnel with navigational and fishing record keeping.
- 2.9.6. At the end of the charter the Contractor is responsible for thoroughly cleaning, washing, and baling all supplied nets. This includes removal of all fish, crabs, seaweed, etc. and towing the net behind the vessel until it is free of any biological material. All nets will be neatly stacked and baled securely with rope.
- 2.9.7. All equipment and gear specified in the statement of work and that which is not specified but is necessary to the safe and continued operation of the vessel shall be operational at the beginning of the charter and maintained in working order throughout the duration of the charter.

2.10. CONTRACTOR RESPONSIBILITIES

- 2.10.1. The Contractor will be responsible for all vessel-related gear needs (other than that supplied), including supplies normally needed for routine maintenance, and for any vessel-related gear lost or damaged during the course of the charter.
- 2.10.2. The Contractor shall be responsible for the sale of all fish. Contractor should consult with Chief Scientist on locating a suitable buyer(s) for the fish. While many tows during trawl studies will be conducted with an open codend, some observations will require a closed codend encountering commercial quantities of groundfish and handling of the resulting catch. To avoid waste of these fish, the vessel will store, deliver and sell them to a fish processor. The proceeds from any such sale, minus any required taxes, will be subtracted from the charter fee. CE on behalf of PSMFC will obtain the permits necessary for such retention and sale. The Contractor will provide documentation of the value received for such sale.

- 2.10.3. 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.
- 2.10.4. The Contractor shall provide for all operating expenses of the vessel exclusive of: the supplied equipment specified in Paragraph 2.13 and fuel. PSMFC will reimburse the contractor for fuel purchased.

2.11. SAFETY

- 2.11.1. The Contractor shall adhere to the safety regulations as set forth in Coast Guard rules effective on September 15, 1991, and as provided for by the Commercial Fishing Industry Vessel Safety Act of 1988 (specifically, 46 CFR Part 28) or subsequent additions or revisions. These regulations require that specified vessels be equipped with a variety of safety features and equipment. A Coast Guard inspection of the vessel based on an interagency agreement between NMFS and the Coast Guard or 46 CFR Part 28 will be required prior to performance. In addition to the requirements of 46 CFR Part 28, the Coast Guard inspection will require conformance with standards for lifesaving and firefighting equipment in the Rules for Small Passenger Vessels, which exceed Part 28. Conformance with present regulations for commercial fishing vessels requires that the master or an individual in charge of the vessel ensures that safety drills and instruction are conducted at least once a month (46 CFR 28.270). Safety orientations must be given to each individual on board who has not received the instruction and has not participated in the drills before the vessel can continue to operate. The Contractor shall conduct such safety orientations prior to sailing on each cruise leg. Each vessel must also have all required emergency instructions posted (46 CFR 28.265).

At the start of the cruise before the vessel leaves the dock a safety inspection checklist (like those used by observers) must be filled out in full by the Chief Scientist. In the event that the vessel fails the inspection, PSMFC will terminate the contract, and the Contractor may be liable to the PSMFC for excess procurement costs. Any costs associated with bringing the vessels to passing standard shall be borne by the Contractor.

- 2.11.2. 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. **Failure to maintain a wheel/anchor watch (as required by the United States Coast Guard [USCG] Navigational Rules of the Road) could result in a breach of contract and termination of charter work.**

- 2.11.3. The Contractor shall provide USCG approved Arctic type survival suits for all vessel crew members. The scientific crew members will provide their own suits. Adequate dry storage for all survival suits shall be provided.
- 2.11.4. The Contractor shall provide USCG approved life jackets for all vessel crew members. The scientific crew members will provide their own life vests.
- 2.11.5. The vessel must be equipped with a USCG approved self-inflating covered life raft with capacity sufficient to accommodate all vessel crew and scientific crew members.
- 2.11.6. 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.
- 2.11.7. At least one crew member must be formally trained in survival and firefighting at a level equivalent to that offered by the North Pacific Fishing Vessel Owner's Association.
- 2.11.8. At the time of submission of the proposal and bid, the Contractor shall provide the Stability Letter from the vessel's Stability Report, certified by a licensed naval architect/marine engineer, which describes the vessel's stability characteristics for the intended charter operations. Recent stability or marine survey reports, pictures, drawings or blueprints should be included along with other required information (Vessel Characteristics Questionnaire and Crew Questionnaire) to assist in the evaluation.
- 2.11.9. All vessels chartered by PSMFC must be maintained in a seaworthy condition. All vessels shall possess one or more of the following documents, reflecting the vessel's current configuration, as evidence of the vessel's material condition, structural, and watertight integrity: current vessel classification, SOLAS Safety Construction (SLC) Certificate, Loadline Certificate, or equivalent applicable Classification Society documents; or evidence of dry-docking examination, or underwater survey in lieu of dry-docking, and an internal structural examination, twice within all previous five-year periods with no more than three years between any two examinations and more frequently if required per USCG regulations relevant to the size, age and use of the vessel from a recognized marine surveying company certifying the vessel's structural and watertight integrity.
- 2.11.10. Means of escape. Aboard all vessels chartered by PSMFC there shall be two identified escape routes from all general areas. At least one of these two means shall be independent of watertight hatches and doors, except for quick acting watertight hatches and doors giving final access to weather decks.

- 2.11.11. Fire protection. All vessels chartered by PSMFC shall have in place fully functional fire protection systems and equipment, such as portable and semi-portable fire extinguishers, fire pumps, fire mains, fixed gas extinguishing systems, and fire detection and alarm systems in accordance with USCG or SOLAS requirements.
- 2.11.12. A formal safety orientation will be conducted by the vessel Captain for the science crew prior to disembarking.
- 2.11.13. Periodic and unannounced safety drills will be conducted during the survey.
- 2.11.14. The vessel shall be equipped with a safe and stable portable gangway for use in boarding and debarking vessel while in port.
- 2.11.15. Before leaving the dock to commence sampling operations or when any crew change occurs, the 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. Station bills must be posted in prominent places.
- 2.11.16. No Sex, alcohol, or drugs – This rule will be stated as part of the Chief Scientist’s orientation before the common.

2.12. UNITED STATES COAST GUARD SAFETY DECAL

- 2.12.1. The vessel 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.

2.13. PROVIDED EQUIPMENT AND SUPPLIES

- 2.13.1. All scientific sampling equipment and supplies shall be provided, including but not limited to:
 - a. underwater video systems
 - b. trawl mounted sonar systems
 - c. catch sampling and data-collection equipment
 - d. net mensuration equipment.
 - e. live holding tanks
 - f. sampling tables
 - g. seafloor sled equipped with video and sonar
 - h. portable on deck shelter (5 ft. x 5ft x 5ft)

- 2.13.2. Alternative components for installation in contractor trawls or alternative trawls for research fishing.
- 2.13.3. Scientific crew will provide their own bedding, towels, and survival suits.
- 2.13.4. A first-aid kit, oxygen therapy bottles, an Automated External Defibrillator (AED) and a small boat emergency kit containing a compact EPRIB.
- 2.13.5. A 1.2 X 1.2 m (4 X 4 ft.) biological specimen table and 0.6 X 1.2 m (2 X 4 ft.) platform scale table for working up trawl catches.

2.14. POST-AWARD AND POST-PROJECT MEETINGS

- 2.14.1. 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 personnel participating in the charter work are encouraged to participate in the meeting. PSMFC, upon award of the contract, will schedule the date and time for the meeting.
- 2.14.2. 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 personnel participating in the charter work are required to attend the meeting. PSMFC, upon completion of the project will schedule the date and time for the meeting.

2.15. EXECUTION OF CONTRACT

- 2.15.1. 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.

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 or manager 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 member of the scientific team who is in charge of the research operations on board the vessel. The Chief Scientist could be federal

government employee from NOAA/NMFS Alaska Fisheries Science Center's Conservation Engineering group.

3.1.4. "Sample day" is defined as a day when the vessel completes one or more tows.

3.1.5. "Port call day" is defined as a day spent in port due to inclement weather conditions prohibiting effective, scientifically valid sampling operations or days spent in port due to repair of scientific equipment. Port call days are only payable if the vessel is restricted in use because scientific gear is aboard the vessel. Port call days do **NOT** apply to Fish Offloading Days (refer to 3.1.11.).

3.1.6. "Mobilization day" is defined as a day preceding scientific operations required for loading or installing of scientific equipment, BRD, etc.

3.1.7. "Demobilization day" is defined as a day succeeding scientific operations required for unloading or removal of scientific equipment, BRD, etc.

3.1.8. "Project Design" is defined as the statistical and procedural methodologies employed to determine the sampling gear, sampling stations, deck protocols, and data analyses.

3.1.9. "Cruise Plan" is defined as the logistical methodologies employed to implement the project design.

3.1.10. "Fish Offloading Day" is defined as a day or time when the vessel is offloading fish caught during the research project. A fish offloading day does **NOT** count as a sample day or a port call day.

3.2. QUESTIONS

3.2.1. Questions shall be submitted in writing no later than Day 15 to:

Michael Arredondo

Email: MArredondo@PSMFC.org

Phone: (503) 595-3100

3.3. AMENDMENTS TO SOLICITATIONS

3.3.1. 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.

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

3.4.1. Deadline for proposals is May 26, 2015.

3.4.2. Proposals must be submitted to:

Pacific States Marine Fisheries Commission

Attn: Michael Arredondo

205 SE Spokane St., Suite 100

Portland, OR 97202

Email: marredondo@psmfc.org

Phone: (503) 595-3100 / Fax: (503) 595-3444

3.4.3. Proposals and modifications to proposals must be submitted in paper media, facsimile, or email.

3.4.4. Proposals must include the completed forms found in Sections 4 and 5 of this RFP.

3.4.5. 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 email 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;

3.4.6. 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.

3.4.7. 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 Day 30 or 45.

3.4.8. Late proposals

3.4.8.1. 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

3.4.8.2. 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

3.4.8.3. It is the only proposal received.

3.4.8.4. 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.

3.4.8.5. 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.

3.4.8.6. 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.

3.4.8.7. 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 in Federal Acquisition Regulation (FAR) 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.

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

3.4.8.9. 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.

3.4.8.10. Offerors may submit revised proposals only if requested or allowed by the Program Manager.

3.5. OFFER EXPIRATION DATE

3.5.1. Proposals in response to this solicitation will be valid for 30 days following the time specified for solicitation of offers (unless a different period is proposed by the offeror).

3.6. RESTRICTIONS ON DISCLOSURE AND USE OF INFORMATION

3.6.1. 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".

3.7. CONTRACT AWARD

3.7.1. 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.

3.7.2. The PSMFC may reject any or all of the proposals if such action is in the PSMFC's interest.

3.7.3. The PSMFC may waive informalities and minor irregularities in proposals received.

3.7.4. 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.

- 3.7.5. 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.
- 3.7.6. 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.
- 3.7.7. Exchanges with offeror's after receipt of a proposal do not constitute a rejection or counteroffer by the PSMFC.
- 3.7.8. 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.
- 3.7.9. If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- 3.7.10. 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.
- 3.7.11. The PSMFC may disclose the following information in post award debriefings to other offerors:
 - 3.7.11.1. The overall evaluated cost of price and technical rating of the successful offeror;
 - 3.7.11.2. The overall ranking of all offeror's, when any ranking was developed by the agency during source selection; and
 - 3.7.11.3. A summary of the rationale for award.

3.8. PROPOSAL EVALUATION CRITERIA

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

- Vessel characteristics (40 Points)
 - Vessel size, horsepower/towing capability, fuel consumptions, trawl capabilities, cruise speed, endurance, etc.
 - Trawls specifics, associated rigging, trawl winches, trawl cables, net reel, third wire, and cranes
 - Wheelhouse electronics, space and layout
 - Protected work spaces for staging of equipment, shelter decks/deck lockers/office space, available deck space and lighting
 - Communication equipment (satellite phone/internet)
 - Number of available berths, toilets and showers, fresh water supply, washer/dryer,
 - Vessel availability

- Charter rate/costs (25 Points)

- Captain/crew members fishing experience, particularly for Alaska groundfish (10 Points)

- Captain/crew members past performance/experience with BRDs and/or fisheries research work (10 Points)

- Safety characteristics, beyond minimal requirements (15 Points)
 - Safety equipment (life rafts, EPIRBS, survival suits, skiff), stability documentation
 - Crewmember/s with formal survival and firefighting training
 - Crewmember/s with certified first aid and EMT

3.9. PROPOSAL SELECTION PROCEDURE

3.9.1. All proposals will be evaluated and scored individually in accordance with the above evaluation criteria. There will be between two and four reviewers depending on the number of proposals received. Each reviewer will independently score each proposal. Reviewers will then meet and score each criterion as a group. The proposal with the best overall combined score from the above evaluation criteria section (3.8.1.) will be awarded the contract.

3.10. CONFLICT OF INTEREST

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

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

Remedies – The PSMFC Fiscal Manager may terminate the contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Offeror 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 PSMFC Fiscal Manager, PSMFC may terminate the contract for default, debar the Offeror from PSMFC contracting, or pursue such other remedies as may be permitted by law.

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

3.11. INDEMNIFICATION

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

- Page intentionally left blank -

Section 4: SUPPLIES OR SERVICES AND PRICE/COSTS

Provide vessel, captain, crew, fuel, bottom and pelagic trawls, and all fishing gear necessary to conduct this project. PSMFC will reimburse the contractor for all fuel costs accrued during this project (receipts must be provided for reimbursement). This research charter seeks to conduct 10 sample days (depending on charter rate) between 15 June and 30 September 2015. The charter 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. Please provide a rough daily estimate of fuel consumption.

	Quantity of Full Charter Days	Daily Charter Rate	Total Vessel Bid Amount
Sampling Days	10	\$ _____	\$ _____
Optional Charter Days Additional sampling days continued beyond the initial 10 days		\$ _____	
Proposed daily fuel consumption estimate (gal/day)			_____
Estimated Cost per gallon			_____
Total Daily Fuel Cost Estimate			\$ _____

Name of Vessel: _____

Authorized signature: _____

Printed Name: _____

Section 5: ATTACHMENTS

5.1. BID PROPOSAL WORKSHEET: VESSEL CHARACTERISTICS

1. GENERAL VESSEL CHARACTERISTICS

Owner/Manager Name _____ Registration No. _____

Vessel Name _____ Phone (____) _____

Address _____

Vessel Draft and Beam _____

Hull Type _____

Vessel Length (LOA & Registered) _____

Vessel Back Deck Sq. Ft. _____

Fuel Capacity _____

On average, how many gallons of fuel does the vessel typically consume per day when fishing _____

Third Wire System Available: Yes / No

Endurance (Maximum No. of continuous days at sea) _____

Main Engines:

Number _____ Mfg. _____ Model _____ Total HP _____

Propeller Nozzle Yes _____ No _____

Bow Thruster Yes _____ No _____

Variable Pitch Propeller Yes _____ No _____

Auxiliary Engines:

Mfg. _____ Model _____ HP _____ KVA _____

Mfg. _____ Model _____ HP _____ KVA _____

Vessel License Information

Does your vessel have a 2015 Alaska Commercial Fishing Boat License? Yes / No

Fishing Net Reel(s) Specifics

What is the number and location of available fishing net reel(s)?

Number _____, Location on deck _____

Trawl Winches

Mfr. _____ Model _____

Retrieval Rate (ft. /min) _____

Pay Out Rate (ft. /min) _____

Current cable diameter _____

Amount of cable currently on winches _____

Lifting Winches

Location _____ Mfr. _____ Model _____ Capacity _____

Location _____ Mfr. _____ Model _____ Capacity _____

Location _____ Mfr. _____ Model _____ Capacity _____

Cranes

Location _____ Capacity _____

Location _____ Capacity _____

Location _____ Capacity _____

Outboard Lifting: Distance _____ Capacity _____

Trawl Specifics

Does the vessel have a bottom trawl? Yes / No

Does the vessel have a pelagic trawl? Yes / No

What type of net mensuration equipment does the vessel have? _____

Is there anything additional you would like us to know about your trawls?

Trawl Equipment Description: Please provide diagrams and specifications of pelagic and bottom trawl system to be provided. Include net design (mesh counts and sizes, support line lengths, etc.); door model and weight, sweep lengths available, and groundgear design(s) (particularly describe any alternative sweep and footrope configurations available). Net designs should include intermediates and codends.

Wheelhouse Electronics, Space, and Layout

Is there available electrical power supply (110 V.A.C.) in the wheelhouse? Yes / No

Is there available space in the wheelhouse (or any other area) for the scientific crew to store and use their laptop computers? Yes / No

Please note any other available wheelhouse electronics other than communication and navigational electronic equipment.

Protected work space, Available Deck Space and lighting

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

Comments:_____.

Is there electrical power supply (110 V.A.C.) available on the Deck? Yes / No

Amount of protected work space available for using scientific supplies and equipment (cameras, battery charging, review of video, etc.) _____ (ft³).

Amount of storage (preferably dry but not necessary) available for storing of scientific supplies and equipment _____ (ft³).

Is lighting available from several angles on the deck? Yes / No

Comments: _____

Communication and Navigational Electronic Equipment

Does the vessel have a functioning satellite telephone? Yes / No Number: _____

Does the vessel have a functioning cell telephone? Yes / No Number: _____

Radios: (Call sign _____)

Type _____ Mfr. _____ Model _____

Type _____ Mfr. _____ Model _____

Plotter: GPS / LORAN

Mfg. _____ Model/software _____

Mfg. _____ Model/software _____

Radar:

Mfg. _____ Model _____

Mfg. _____ Model _____

Depth Sounder:

Mfr. _____ Model _____ Range _____ Freq. _____

Mfr. _____ Model _____ Range _____ Freq. _____

Please note any other available communication and navigational electronic equipment.

Fresh Water Supply:

Carrying Capacity (gallons) _____

Water making capacity (gallons per day) _____

Washer and Dryer Available? No. of washers _____ No. of dryers _____

Living Quarters

Number of Rooms and Berths _____

Number of functional heads with a lock or latch _____

Number of functional showers _____

Number of heads and showers available to scientific party _____

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

Additional info on Vessel Configuration:

Please submit photographs or video and either actual vessel blueprints or legible drawings to scale showing locations and layout of (1) trawl deck area, including hatch combings and other significant obstructions; (2) the deck house; (3) trawl winches; (4) net reels; (5) crab block if applicable; (6) the inside of bridge; (7) berthing areas; (8) galley; (9) data analysis and wheelhouse desks or counter space; and (10) sheltered and protected work spaces.

5.2. VESSEL FISHING HISTORY AND EXPERIENCE

List the commercial fisheries in which the vessel has operated during the past **ten years**. Clearly designate the areas of operation (Bering Sea, Aleutian Islands, Gulf of Alaska, Washington-Oregon-California coast, or other), the species targeted on, fishing gear used (bottom trawl and midwater trawl), and any other information important in evaluating the vessel's fishing capability.

<u>Year</u>	<u>Target Species & Region</u>	<u>Gear</u>	<u>Other Information</u>
-------------	------------------------------------	-------------	--------------------------

5.4. CAPTAIN/CREW MEMBERS BYCATCH REDUCTION DEVICES (BRDs) AND FISHERIES RESEARCH EXPERIENCE

(One sheet each for Captain and each crew member)

NAME _____

List below any experience you have using BRDs, and/or conducting fisheries research.

5.5. SAFETY EQUIPMENT AND TRAINING

Number of Life Rafts: _____ Capacity: _____ Expiration: _____

Number of Survival Suits: _____ Mfr.: _____

EPIRB: No. _____ Class _____

EPIRB Battery Expiration _____

USCG Certification of Inspection Expiration Date _____

Stability Letter/Report Attached: Yes _____ No _____

Have all crew members had formal survival and firefighting training? Yes / No

List Crew members with training/certification: _____

Do all crew members have a certified first aid and Emergency Medical Training? Yes / No

List Crew members with training/certification: _____

Other Safety Features (i.e., alarms, firefighting system, emergency communications, etc.):

5.6. VESSEL AVAILABILITY

The timeline to complete this research project is 15 June to 30 September 2015. Do you have any prior engagements during this time frame that would potentially conflict with conducting this research (i.e. other charter work commitments, commercial fishing activities, boat yard work, vacations, etc.)?

5.7. 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 contractor’s 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 coverage’s 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 coverage’s so evidenced. The certified evidencing all requirements herein and any reduction of required coverage’s or cancellation shall be sent to **Rick Masters, PSMFC, 205 SE Spokane Street, Suite 100, Portland, OR 97202 Phone: (503) 595-3100 Fax: (503) 595-3232.**

- 3) Sufficiency of Insurance. The insurance limits or coverage’s 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.