



REQUEST FOR PROPOSALS

**Don't Move a Mussel II - Watercraft Inspection and Decontamination
Educational and Training Video**

PROPOSAL DUE DATE: December 15, 2010

Funds Available: Not to exceed \$30,000

Project Manager: Stephen H. Phillips, Senior Program Manager, Pacific States Marine Fisheries Commission, 205 SE Spokane Street, Suite 100, Portland, Oregon 97202, 503-595-3100, Fax: 503-595-3232, stephen_phillips@psmfc.org.

Video Production Manager, Bill Zook, PSMFC Contractor, bjzook2@msn.com. (360) 427-7676.

Project Location: United States; including at least three travel locations (four preferred) which may include California, Colorado, Michigan, Kansas and Nevada or similar locations (15-18 days of travel and expenses for filming).

I. BACKGROUND

Western state, federal, local and tribal natural resource agencies and numerous other public and private organizations are concerned about the potential for the spread of zebra mussels and quagga mussels into uninfested waterbodies in the western United States and Canada. Quagga and/or zebra mussels are now found in NV, CO, CA, OK, KS, AZ, UT, TX and ND (as well as throughout much of the Midwest and Eastern US). Recreational watercraft are the main vector to move mussels from infested waters to uninfested waters in the West.

“To promote the conservation, development and management of Pacific Coast fishery resources through coordinated regional research, monitoring and utilization”

Mussels attach to submerged surfaces and can survive out of water for extended periods of time. They disperse by attaching themselves to recreational watercraft and hitching rides from one water body to the next. When they are introduced to a new aquatic system they reproduce rapidly and clog power plant components, municipal water intake pipes and distribution systems, fish screens, and other underwater structures. They also cause severe ecological impacts, as evidenced by the millions of dollars that are spent each year to manage mussel infestations in the Great Lakes, Mississippi River and Lower Colorado River drainages.

To stop and/or the slow the spread of mussels, resource managers have undertaken aggressive information and education campaigns targeting recreational anglers, boaters, marinas, boat hauling companies, seaplane pilots, enforcement personnel as well as others. Much of this work is coordinated through the 100th Meridian Initiative (<http://www.100thmeridian.org/>). The main message for boaters is to clean, drain, and dry their boats. In addition to education campaigns resource managers have established watercraft inspection stations at key highway and water access points across the Western US (e.g. ID, OR, WA, MT, CO, UT and WY).

The expansion of state watercraft inspection programs has also increased the need for well qualified staff to undertake watercraft decontamination trainings.

Filling this need has been Pacific States Marine Fisheries Commission's (PSMFC) Watercraft Inspection Training (WIT) program. WIT began in 2006, with USFWS and BPA funding, to train boating law enforcement personnel in the western US on the background, biology and impacts of zebra mussels; how to identify high risk watercraft and conduct an inspection of all types of watercraft; how to perform a vessel decontamination; and what their legal authority is to stop, detain, and require decontamination of watercraft suspected of harboring dreissenid mussels. To date, this highly successful program has conducted over 60 WIT training programs in 18 Western states involving over 3,100 participants representing over 130 different state, federal, local and tribal agencies and organizations. Further information on the WIT program can be found at <http://www.aquaticnuisance.org/wit>.

Don't Move a Mussel: The educational outreach effort includes distribution of the "Don't Move a Mussel" video, produced with funding from the US Fish and Wildlife Service (Stockton) in 2008. The video can be accessed by going to <http://100thmeridian.org/video.asp>

This video is a both a general education and watercraft inspection/decontamination instructional video and it's the cornerstone of the 100th Meridian Initiative's WIT program. It provides the viewer with background information on quagga and zebra mussels; including origins, distribution, biology and transport vectors and a detailed assessment of the impacts they can have on the economy, ecology and culture as told through the eyes of industry representatives. This 46 minute DVD also includes a watercraft inspection and decontamination training section. It is used by outdoor, industry, school and civic groups to educate their members and by the US Coast Guard

Auxiliary as part of their general boating course. The techniques taught in the trainings and shown in the video have been used in thousands of watercraft inspections and decontaminations (including numerous quagga/zebra mussel contaminated watercraft) across the western United States in the past three years and follows the [Recommended Uniform Minimum Protocols and Standards for Watercraft Interception Programs for Dreissenid Mussels in the Western United States](#).

We believe that these standardized techniques have contributed significantly in reducing the spread of quagga and zebra mussels and other aquatic invasive species. Requests for the video have been consistent over the past three years with over 5,000 videos being distributed to date; with a viewership of tens of thousands of people (the video is also available on-line at <http://100thmeridian.org/video.asp>).

Need for Video Remake: There is a need for a remake of the current “Don’t Move a Mussel” video. The current video was produced in the very early days of mussel infestation in the west. Therefore, many of the scenes of mussel abundance are not representative of actual conditions today and not as instructional as they should be. Also, new protocols and standards for watercraft interception programs have recently been adopted by the WRP and the results of new research on decontamination efficacy (being conducted by researchers at the University of Nevada Las Vegas) will become available later this year, both of which should be incorporated in to the new video. Many of the impacts of mussels depicted in the current video were based on best professional opinion; we now have real information and visual depictions of actual impacts in those areas of the west where mussels have been found (e.g. lower Colorado River Hydro projects, restrictions and closures for recreational boaters, and impacts to municipal water providers). We estimate that there are now over 500 FTE’s devoted to watercraft inspection and decontamination in the west, providing many more opportunities for expert interviews and filming established programs.

Therefore, the time is right to produce an updated education and training video that will continue to benefit all those engaged in the difficult task of dreissenid mussel prevention in order to protect the water resource, irrigation, power and recreation users that would be impacted by a mussel invasion.

PROPOSALS REQUESTED:

Proposals are requested to film (in high definition format), record, create graphics, provide professional voiceover, script, edit and complete the total production of a 40-50 minute remake of the current “*Don’t Move a Mussel*” video. The proposed remake would include the following up-grades and changes (*Note: Technical support and assistance will be provided for all aspects of the production by a Video Production Manager employed and paid separately by the PSMFC*).

- Proposals that offer new approaches as well as those who propose to use the same or similar format as the existing video will be considered

- The script will be modified with additional information about western quagga and zebra mussels distribution
- The inspection and decontamination sequences will be re-shot using the most up-to-date types of decontamination methods for all areas of watercraft (e.g. ballast tanks, cooling systems, trailer, trim tabs, etc) to show all types of vessels and inspection points
- On-location sequences with noted industry leaders speaking about impacts that have been caused in their systems (irrigation, recreation, agriculture, municipal water providers and hydropower leaders from the western US) as well as anticipated ecosystem and fishery impacts from managers and biologists throughout the western United States. This would be shot at locales throughout the United States.
- Many smaller changes to improve, clarify and clear-up inconsistencies with the current video would be made
- We will seek broader electronic media distribution through video sharing tools such as “YouTube”
- As with the original “Don’t Move a Mussel” video, the entire video will be shot in High Definition
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FUNDS AVAILABLE: Proposals should not request more than \$30,000 in funding. (Funding for this project is being provided by the US Fish and Wildlife Service).

ELIGIBILITY: Any individuals in state, provincial or local agencies, institutions of higher education, commercial or non-profit organizations, tribes.

PROJECT TIMELINE, DURATION AND AWARD PERIOD:

- RFP released: 11/12/10
- **Proposal submission deadline: 12/15/10**
- **Contractor Selected: 1/15/11**
- Estimated Subcontract Start Date: 1/25/11
- Begin filming – Late February/11
- Complete first cut: 4/15/11
- Final production available: 5/15/11
- Project completion date: 5/31/11

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

- Contact information and relevant qualifications of the project investigator(s);
- Proposed methodology; and

- Detailed budget (see below for example), including overhead and timeline.

SELECTION PROCESS: Proposals will be evaluated by representatives from Pacific States Marine Fisheries Commission, U.S. Fish and Wildlife Service, and others as deemed appropriate.

CRITERIA FOR SELECTION INCLUDE:

1. Applicant's documented ability to successfully manage all aspects of High Definition video production. Please include a list of education and/or training videos produced by your organization/company and include two sample videos with your proposal.
2. Applicant's successful experience working with natural resource agencies and natural resource themed videos will be considered. Please list past projects of this nature and include with your proposal.
3. This project will require extensive (15-18 days, minimum of three locations) travel condensed into a 2 month filming window from Mid-February through Mid-April. Please clearly indicate that your organization/company understands and accepts this travel requirement.
4. PSMFC will provide a Video Production Manager to work closely with the successful contractor in all aspects of the production including; script writing, arranging travel locations and interviews, traveling with the production team to conduct interviews, providing additional video and still images and editing. The Video Production Manager will have final say in all matters relating to filming locations, work schedule, script and final editing. Please clearly indicate your acceptance of that condition in your proposal.
5. Applicant will be evaluated on the cost-effectiveness of their proposed project budget and on their ability to meet time and product delivery commitments as outlined in this RFP.
6. Organizations/companies located within 150 miles of Olympia, Washington (location of Video Production Manager) or willing to travel within that area on 4-5 occasions with video and sound editing equipment during the four and a half month contract period at their own expense will be considered because of the need for close collaboration and PSMFC access to production facilities for editing.

DEADLINE: Proposals must be submitted no later than 5 p.m. (PST) on December 15, 2010 and submitted to:

Pacific States Marine Fisheries Commission
205 SE Spokane St.
Suite 100
Portland, OR 97202
Attn: Stephen Phillips

Phone: (503) 595-3100

Email: stephen_phillips@psmfc.org

QUESTIONS: All questions regarding this RFP should be submitted to Stephen Phillips

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

SPECIAL CONTRACT AWARD REQUIREMENTS

Conflict of Interest

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

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

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

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

Indemnification

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

Insurance

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

- Workers' Compensation and Employer's Liability – The Contractor is required to comply with any applicable labor codes, acts, laws or statutes, State or Federal, for the location where Contractor performs work. If occupational diseases are not

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

Additional Insured Provision

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

Subrogation Waiver Provision

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

Evidence of Insurance Provision

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