

Request for Proposals

Midwater Trawl Vessel Needed for Testing a Bycatch Reduction Device in the Pacific Whiting Fishery



Actual issue date: 22 August 2011

Schedule/Instruction/ Provision/Clauses

DEADLINE FOR PROPOSALS: 26 August 2011

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 REQUIREMENTS AND OPERATIONS 4

2.5. CAPTAIN AND CREW REQUIREMENTS 4

2.6. SCIENTIFIC CREW 5

2.7. OPERATING PROCEDURES..... 5

2.8. CONTRACTOR RESPONSIBILITIES 6

2.9. SAFETY 7

2.10. UNITED STATES COAST GUARD SAFETY DECAL 7

2.11. POST-AWARD AND POST-PROJECT MEETINGS 8

2.12. EXECUTION OF CONTRACT..... 8

Section 3: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR’S..... 8

3.1. DEFINITIONS..... 8

3.2. QUESTIONS 9

3.3. AMENDMENTS TO SOLICITATIONS 9

3.4. SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWL OF PROPOSALS... 9

3.5. OFFER EXPIRATION DATE 12

3.6. RESTRICTIONS ON DISCLOSURE AND USE OF INFORMATION 12

3.7. CONTRACT AWARD..... 12

3.8. PROPOSAL EVALUATION CRITERIA..... 14

3.9. PROPOSAL SELECTION PROCEDURE..... 14

Section 4: SUPPLIES OR SERVICES AND PRICE/COSTS 19

Section 5: ATTACHMENTS..... 19

5.1. BID PROPOSAL WORKSHEET: VESSEL CHARACTERISTICS 19

5.2. CAPTAIN/CREW MEMBERS FISHING HISTORY AND EXPERIENCE..... 21

5.4. SAFETY EQUIPMENT AND TRAINING 22

5.5. VESSEL AVAILABILITY 22

5.6. IDEMNITY AND INSURANCE 23

Section 1: PROPOSED SCHEDULE

Midwater Trawl Vessel Needed for Testing a Bycatch Reduction Device in the Pacific Whiting Fishery

- 22 August 2011 Requests for Proposals (RFP) distributed
- 23 August 2011 Deadline for written questions on RFP
- Any questions should be directed to:
- Mark Lomeli
- Pacific States Marine Fisheries Commission
- 2032 SE OSU Drive
- Newport, OR 97365
- Email: mark_lomeli@psmfc.org
- Phone: (541) 867-0544
- Fax (541) 867-0505
- 24 August 2011 PSMFC answers to written questions posted on website:
www.psmfc.org/Open_RFPs
- 26 August 2011 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
- 27 August 2011 Select Contractor
- 01 Sept. to 30 Sept. 2011 Timeline to complete research project

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 one midwater trawl vessel engaged in the Pacific whiting, *Merluccius productus*, fishery to participate in a project testing a Bycatch Reduction Device (BRD) designed to reduce Chinook salmon, *Oncorhynchus tshawytscha*, and rockfish, *Sebastes* spp., bycatch. This project will be a collaborative study between the PSMFC, the National Oceanic and Atmospheric Administration (NOAA) Fisheries Service-Northwest Fisheries Science Center (NWFSC), and the west coast Pacific whiting fishing industry. PSMFC and NOAA Fisheries Service will be responsible for designing the project, providing supplies needed to modify the BRD, and providing all scientific equipment needed for the project. This project seeks to conduct 14 sample days (section 3.1. defines a sample day). The actual number of days at sea, however, is subject to change based upon weather, sampling logistics, and/or contingencies. Mobilization and demobilization will occur in Newport, OR.

During this project PSMFC will pay for all fuel costs. In addition, 70% of the overall revenue generated from the sales of fish caught during this project will go to the Contractor. PSMFC will keep the remaining 30%. The revenue from the sales of fish that goes to the Contractor is to cover the costs of the vessel during the project period. The Contractor agrees to furnish a vessel, crew, all fishing gear necessary for midwater trawling, and a functioning recirculation saltwater system. The Captain and crew for the selected vessel will support the scientific crew by utilizing their experience in fishing for Pacific whiting.

The vessels crew, in cooperation with the scientific crew, will systematically set and retrieve midwater trawl gear on schools of Pacific whiting. This project will occur between 43.5 and 48.2 degrees latitude (N). The number of tows conducted per day will be determined by weather, catch rates, and other logistical concerns. All midwater trawling will occur during hours and conditions normally fished by the Pacific whiting fishing fleet.

2.2. GOALS AND OBJECTIVES OF THE PROJECT

2.2.1. The objective of this research is to build off previous years findings and incorporate a recapture net into the study design to accurately measure the escapement rates of Chinook salmon, rockfishes, and Pacific whiting. **NOTE:** Before any sample days are conducted PSMFC and NWFSC will use “Recapture Net Sample Days” to examine the performance of the recapture net using video footage to assure that the

recapture net is performing as expected (section 3.1 defines a recapture net sample day).

During this project the Contractor agrees to provide a Captain and crew that have experience using, repairing and modification midwater trawl gear, safe vessel operations, 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 areas and depths for fishing, but will rely on the skills, knowledge and guidance of the Captain and crew.

2.3. PROJECT DESCRIPTION

- 2.3.1. This project seeks to conduct 14 sample days (section 3.1. defines a sample day). However, additional days will occur for mobilization, demobilization, offloading of fish, and/or if necessary for port calls days. Section 3.1 defines mobilization, demobilization, fish offloading days, and port call days).
- 2.3.2. The sampling area for each cruise during the chartered trips 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. This 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 the limit of compensable sampling days has been reached, 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 “sample days” as defined in Section 3.1, are compensable as sample 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. Time lose due to vessel equipment breakdown or time spent at the dock, such as waiting for the tide, or waiting to unload product, supplies or crew, is not compensable under agreement (except as mobilization and demobilization days). If, during the course of a cruise, the camera system, BRD, recapture net 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. Mobilization and demobilization will occur in Newport, OR.

2.3.7. The fishing operations hereunder shall be conducted in accordance with all extant and applicable state and federal fish and wildlife regulations.

2.4. VESSEL REQUIREMENTS AND OPERATIONS

2.4.1. The vessel must be a midwater trawl vessel that is at least 65 feet in registered length overall (LOA). The vessel must be capable of trawling for Pacific whiting off Oregon and/or Washington.

2.4.2. The vessel must fish using a forward positioned net reel.

2.4.3. The vessel must provide all fishing gear necessary for midwater trawling (i.e. warps, trawl doors, bridles, clump weights, midwater trawl net, fish catch sensors, etc.). PSMFC will provide the BRD and recapture net.

2.4.4. The vessel must provide a midwater trawl net that has a compatible number of open meshes in the intermediate section of the trawl net to that of the BRD device being tested, which is 34 open meshes. The BRD to be tested is designed to be zippered into a midwater trawl between the last tapered section of the net and the codend.

2.4.5. The vessel must have one head and a functional shower available for use by the scientific crew..

2.4.6. The vessel must have work spaces and berthing spaces that are adequately ventilated and free from excess engine noise, tobacco smoke, and hydrocarbon fumes.

2.4.7. The Contractor hereby assumes full responsibility for the operation, repair, and maintenance of the boat and other equipment furnished by him/her. Contractor

2.4.8. PSMFC will pay all costs of fuel accrued during this project

2.4.9. Fish sales: 70% of the overall revenue generated from the sales of fish caught during this project will go to the Contractor. PSMFC will keep the remaining 30%. The revenue from the sales of fish that goes to the Contractor is to cover the costs of the vessel during the project period.

2.4.10. All fish caught during this project are for research and will **NOT** come off of the Contractors individual fishing quota.

2.4.11. The Contractor is **NOT** required to carry an observer on board during this project.

2.5. CAPTAIN AND CREW REQUIREMENTS

2.5.1. The Captain must have midwater trawl fishing experience as master of a comparable-sized vessel in ocean waters and at least 15 years total fishing

experience. The Captain must also have experience fishing for Pacific whiting off the Oregon and/or Washington coast.

2.5.2. The vessel crew will assist the scientific crew with repairs that may need to be made to BRD, packer tubes, and/or recapture net.

2.5.3. The vessel crew will assist during fish offloading day operations.

2.5.4. The crew shall consist of a Captain and at least two deckhands. 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.

2.5.5. The deckhand undertaking the responsibilities of engineer shall have a minimum of two years experience.

2.6. SCIENTIFIC CREW

2.6.1. PSMFC and NOAA Fisheries Service will provide all permits necessary for conducting the research project. No fishing operations under this contract shall commence until documentation is obtained and carried aboard the vessel.

2.6.2. One scientist will be designated the Chief Scientist. That person will be responsible for implementing the cruise plan, compliance with charter terms, disposition of catches, and the conduct and performance of scientific crew aboard the vessel.

2.6.3. Communication costs such as use of cellular and/or satellite phones, FAX, or Telex to conduct official project business will be reimbursed to the vessel if used by the scientific crew.

2.6.4. The scientific crew shall consist of two to three individuals and may include women.

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

2.7. OPERATING PROCEDURES

2.7.1. 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.

2.7.2. 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.

2.7.3. The Captain may be asked to help keep navigational, operational, and/or biological records.

2.7.4. The contractor shall provide three nutritionally balanced meals each sampling day.

2.8. CONTRACTOR RESPONSIBILITIES

2.8.1. The Contractor will be responsible for all vessel-related gear needs (other than that supplied by PSMFC or NOAA Fisheries Service), 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 and NOAA Fisheries Service in modifying or repairing the video equipment, BRD, packer tubes, and/or recapture net at sea as needed, and assist during fish offloading days

2.8.2. All fish caught in the recapture net will be dumped of the vessels back deck and will be picked through to take counts on salmon and rockfish. Once the recapture net codend has been picked through the fish will then be dumped into the fish hold(s). If the recapture net catch is too large to sort through then the caught will be dumped straight into its appropriate fish hold.

2.8.3. 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. PSMFC and NOAA Fisheries Service 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. PSMFC and NOAA Fisheries Service will have all required permits onboard the vessel during the offloading and sale of all research catch.

2.8.4. 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.

2.8.5. During any mobilization, demobilization or port calls, PSMFC 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 members. The scientific crew members 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 vessel crew members. The scientific crew members will provide their own life vests.

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 members.

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, 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.

2.10. UNITED STATES COAST GUARD SAFETY DECAL

2.10.1. 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.

2.11. 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 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.
- 2.11.2. 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 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.

2.12. 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, PSMFC and NOAA Fisheries Service.

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. “Sample day” is defined as a day when the vessel completes one or more tows.
- 3.1.5. “Recapture Net Sample Day” is defined as an entire day (and when a sampling day does not occur) when the vessel deploys its fishing gear to examine and/or modify the recapture nets performance. These day(s) will occur prior to the beginning of the first “sample day”. Tows conducted during this period will occur with the vessels codend open, but with the recapture net codend closed.
- 3.1.6. “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.).

- 3.1.7. “Mobilization day” is defined as a day preceding scientific operations required for loading or installing of scientific furnished equipment, gear, food supplies, etc.
- 3.1.8. “Demobilization day” is defined as a day succeeding scientific operations required for unloading or removal of scientific furnished equipment, gear, food supplies, etc.
- 3.1.9. “Project Design” is defined as the statistical and procedural methodologies employed to determine the sampling gear, sampling stations, deck protocols, and data analyses.
- 3.1.10. “Cruise Plan” is defined as the logistical methodologies employed to implement the project design.
- 3.1.11. “Fish Offloading Days” is defined as a day or time when the vessel is offloading fish caught during the research project. Fish Offloading Days do **NOT** count as a sample day.

3.2. QUESTIONS

Questions regarding this RFP shall be submitted in writing no later than 23 August 2011 to:

Mark Lomeli, Pacific State Marine Fisheries Commission

2032 SE OSE Drive

Newport, OR 97365

Phone: (541) 867-0544 / Fax: (541) 867-0505 / Email: mark_lomeli@psmfc.org

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 26 August 2011.

- 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 or facsimile. Email/electronic commerce submission are also accepted.

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 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;

3.4.6. 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 26 August 2011.

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. Offeror's shall submit proposals in response to this solicitation in English and in U.S. dollars.
- 3.4.8.9. 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.
- 3.4.8.10. Offeror's may submit revised proposals only if requested or allowed by the Program Manager.
- 3.4.8.11. Proposals may be withdrawn at any time before award or post award if full project funding is not received before the project start date. Withdrawals are effective upon receipt of notice 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 offeror's:
- 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, etc.
 - Presence/ absence of a third wire system
 - Fishing net reel(s) specifics
 - Midwater trawl net specifics
 - Wheelhouse electronics, space and layout
 - Communication equipment
 - Number of available berths

- Captain/crew members fishing experience (25 Points)

- Charter rate/costs (25 Points)

- Other desirable characteristics (10 Points)
 - Safety equipment
 - Crewmember with formal survival and firefighting training
 - Crewmember 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. 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 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.

- Page intentionally left blank -

Section 4: SUPPLIES OR SERVICES AND PRICE/COSTS

Provide vessel, captain and crew, and all fishing gear necessary to conduct a project testing a BRD to reduce Chinook salmon and rockfish bycatch in the Pacific whiting fishery. This project seeks to conduct 14 sample days between 01 September and 30 September 2011. The charter may extend for a slightly longer period in the event of bad weather, days spent in port offloading fish, 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, labor, and equipment, except those items specifically identified as being provided by PSMFC and/or NWFSC). The prices below shall not include the costs of fuel. PSMFC will pay all fuel costs accrued during this project. **NOTE:** Overall proceeds from the sales of fish will be split between the Contractor and PSMFC with 70% of the overall proceeds going to the Contractor. The revenue from the sales of fish that goes to the Contractor is to cover the costs of the vessel during the project period. Aside from fish sales, PSMFC will only pay the Contractor based off of the items listed below. Refer to section 3.1 for item definitions.

Item	Estimated Number of Days	Daily Charter Rate	Total Item Bid Amount
A: Recapture Net Sample Days (prior to sample days)	2	\$ _____ →	\$ _____
B: Port Call Days (if necessary)	2	\$ _____ →	\$ _____
C: Mobilization Day	1	\$ _____ →	\$ _____
D: Demobilization Day	1	\$ _____ →	\$ _____
E: Optional Charter Days Additional sampling days continued beyond the 14 days proposed (optional)		\$ _____	
Name of Vessel: _____			
Authorized signature: _____			
Printed Name: _____			
			\$ _____ Total Bid Amount (Items A-D)

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 _____

Registered Vessel Length (LOA) _____

Vessel Back Deck Width _____

On average, how many gallons of fuel does your vessel consume in a day when fishing for Pacific whiting _____

Equipped for Trawling up to Depths of _____ Fathoms.

Third Wire System Available: Yes / No

Main Engines:

Number _____ Mfg. _____ Model _____ Total HP _____

Vessel License Information

Does your vessel have a 2011 Oregon Commercial Fishing Boat License? Yes / No

Does your vessel have a 2011 Washington Food Fish Trawl License? Yes / No

Fishing Net Reel(s) Specifics

Do you fish using a forward or aft net reel? Forward / Aft

Midwater Trawl Net Specifics

What is the number of open meshes per panel at the end of the tapered section of your net? _____

What is the number of open meshes per panel of your codend? _____

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 and view trawl video footage? Yes / No

Communication and Navigational Electronic Equipment

Cellular Telephone (if present on vessel)

Mfg. _____ Model _____

Cellular Telephone No. (_____) _____

Satellite Telephone available: Yes / No

Plotter: GPS / LORAN

Mfg. _____ Model _____

Please note any other available communication and navigational electronic equipment.

Living Quarters

Number of Berths _____

Number of functional heads with a lock or latch _____

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.

5.2. CAPTAIN/CREW MEMBERS FISHING HISTORY AND EXPERIENCE

(One sheet each for Captain and each crew member)

Name _____ Position _____

Vessel Name _____

Dates Target species & Location Responsibilities Specialized Experience

5.4. SAFETY EQUIPMENT AND TRAINING

Life Raft Capacity_____

EPIRB: No._____ Class_____

EPIRB Battery Expiration_____

USCG Certification of Inspection Expiration Date_____

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

Comments:_____

Have all crew members had a certified first aid and Emergency Medical Training (EMT) course?

Yes / No

5.5. VESSEL AVAILABILITY

The timeline to complete this research project is 01 September to 30 September 2011. 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.)?

5.6. 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/NOAA FISHERIES SERVICE, 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) 595-3100 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.