

Request for Proposals

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



Actual issue date: 23 May 2011

Schedule/Instruction/ Provision/Clauses

DEADLINE FOR PROPOSALS: 17 June 2011

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Section 1: PROPOSED SCHEDULE

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

23May 2011	Requests for Proposals (RFP) distributed
06 June 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
08 June 2011	PSMFC answers to written questions posted on website: www.psmfc.org/Open_RFPs
17 June 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
21 June 2011	Select Contractor
01 July to 31 August 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. The port used for mobilization and demobilization will be determined once the Contractor has been selected. The mobilization time is necessary for completing the following: (1) loading gear, (2) setting up electronics, and (3) orienting the scientific crew with the vessel. The demobilization time frame will include offloading and packing of scientific gear brought aboard the vessel during the project.

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. PSMFC and NWFSC will supply the BRD and recapture net to be tested (refer to Table 1 and Figure 1 and 2 for the BRD and recapture net design specifics).

The Captain and crew of the vessel selected will assist in the deployment and retrieval of autonomous underwater video cameras and oceanographic sensors (i.e. depth, temperature, light level recorders, etc.). 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. 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.

2.2. GOALS AND OBJECTIVES OF THE PROJECT

2.2.1. The objective of this research is to further test and evaluate the efficacy of an open escape window BRD designed to reduce Chinook salmon and rockfish bycatch in the Pacific whiting fishery. Since 2009 the PSMFC, NWFSC, and local Pacific whiting fishing industry have tested two versions of this BRD. Fish behavior and gear performance was observed using video camera systems. During this study, a BRD has been developed that has shown to reduce Chinook salmon, widow rockfish, *S. entomelas*, and canary rockfish, *S. pinniger*, bycatch by as much as 82%, 27%, and 15%, respectively, with little loss of Pacific whiting occurring. This project also noted that artificial light from the video camera systems affected Chinook salmon behavior. Although a promising BRD has been developed, more extensive testing of this device under varied fishing conditions is still needed. This project looks 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 under tows conducted with and without artificial light. Before any sample days are conducted PSMFC and NWFSC will use “Recapture Net Sample Days” to examine the performance of the recapture nets using video footage to assure that the recapture nets are performing as expected (section 3.1 defines a recapture net sample day).

Illumination and video camera systems will be used on alternating sample days to examine the influence of artificial light on the behavior and escapement of both the target and bycatch species. Depending on catch rates, this project will conduct up to four tows of up to 120 minutes in duration per sample day. All sample day tows conducted will occur with the vessels codend tied off at ~45 tons. All sample day tows conducted will occur with a closed codend. Unsorted catches will be delivered to a shoreside processing plant where catch compositions and weights will be obtained using fish ticket data.

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. The success of this research depends upon the Contractors knowledge of how to fish for Pacific whiting.

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. Precise cruise dates will be somewhat

flexible given weather, sampling logistics, and personal constraints. One full day will be necessary for mobilization, while one half day will be necessary for demobilization (Section 4). Port calls will be used as needed to replenish supplies, make personnel changes to the scientific crew and/or vessel crew, avoid inclement weather conditions, and/or allow for any mechanical and electrical equipment repair (section 3.1 defines a port call day).

- 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. The Chief Scientist, in consultation with the Contractor, will determine the vessels sampling schedule.
- 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. A mobilization and demobilization location/port will be determined once a vessel has been selected.
- 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. PROJECT FUNDING

2.4.1. Currently, PSMFC has partial funding to support this research. Full funding to support this project (14 sample days) is contingent upon PSMFC securing additional funding from NOAA Fisheries Service Bycatch Reduction Engineering program. While full project funding is highly anticipated, there is a possibility that PSMFC will not secure additional funding to support this project in full. If full project funding is not obtained before the projected start date of 01 July 2011 a new contract will be constructed with current project funding. If full project funding is not received before the start of the project the Contractor has the option of withdrawing his/her proposal at this point in time.

2.5. VESSEL REQUIREMENTS AND OPERATIONS

- 2.5.1. The vessel must be a midwater trawl vessel that is at least 75 feet in registered length overall (LOA). The vessel must be capable of trawling for Pacific whiting off Oregon and/or Washington.
- 2.5.2. The vessel must have at least 500 square ft. of back deck space. Sufficient deck area is needed to permit the scientific crew to affix the camera system to the trawl net and for handling of the BRD and the recapture nets.
- 2.5.3. A minimum of two net reels is required. Further, at least one of the net reels must be positioned so that the net can be spread across the deck for camera mounting and net modifications.
- 2.5.4. The vessel must have a minimum of two fish hold tanks; one tank to hold the catch from the vessels net codend and one tank to hold the catch from the recapture net codend.
- 2.5.5. 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 to be tested, the recapture nets and a 50 MD and 100 MD packer tube (refer to Table 1 and Figure 1 and 2 for design specifics).
- 2.5.6. 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 (refer to Table 1 and Figure 1 for design specifics).
- 2.5.7. The vessel must have an adequate refrigerating system to accommodate at least 81 metric tons (~180, 000 lbs.) of total catch.
- 2.5.8. The vessel must have clean and sanitary living conditions and adequate space for two to three scientific crew members (men and/or women).

- 2.5.9. The vessel must have one head and a functional shower available for use by the scientific crew. Doors to toilet or bathing facilities must be fitted with an operational lock or latch to ensure the user's privacy. The vessel will furnish soap, toilet paper, and paper towels.
- 2.5.10. The vessel must have sufficient fresh water capacity to accommodate reasonable shower use by a two to three person scientific crew and a three person vessel crew. The vessels shower must also be serviced by a hot water heater.
- 2.5.11. The vessel must have work spaces and berthing spaces that are adequately ventilated and free from excess engine noise, tobacco smoke, and hydrocarbon fumes.
- 2.5.12. The vessel must have adequate deck lighting to support early-morning or nighttime work operations to fix and/or modify the camera system, BRD and/or recapture nets. Lighting from several angles to reduce shadows is desired.
- 2.5.13. 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.
- 2.5.14. The vessel must have available 110-volt power, as well as sufficient free space for charging several camera batteries.
- 2.5.15. PSMFC will pay all costs of fuel accrued during this project
- 2.5.16. 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.
- 2.5.17. All fish caught during this project are for research and will **NOT** come off of the Contractors individual fishing quota.
- 2.5.18. The Contractor is **NOT** required to carry an observer on board during this project.
- 2.5.19. Though not required, highly desired vessel characteristics include: ability to tow midwater trawl gear at speeds up to 4.0 knots, ability to fish for Pacific whiting at depths > 300 fathoms, presence of a third wire system, and three fish holds.

2.6. CAPTAIN AND CREW REQUIREMENTS

- 2.6.1. The Captain must have a minimum of seven years of 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.

- 2.6.2. The Captain shall be competent in the use of modern navigational and fish-detecting equipment.
- 2.6.3. The vessel crew will assist the scientific crew with repairs that may need to be made to BRD, packer tubes, and/or recapture net.
- 2.6.4. The vessel crew will assist during fish offloading day operations.
- 2.6.5. 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.
- 2.6.6. The deckhand undertaking the responsibilities of engineer shall have a minimum of two years experience.
- 2.6.7. Captain/crew members with previous research experience and knowledge of BRDs are highly desirable.

2.7. SCIENTIFIC CREW

- 2.7.1. 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.
- 2.7.2. 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.
- 2.7.3. 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.
- 2.7.4. The scientific crew shall consist of two to three individuals and may include women.
- 2.7.5. The scientific crew will provide personal bedding, towels, life vests, and emersion suits.

2.8. OPERATING PROCEDURES

- 2.8.1. 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.

- 2.8.2. 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.
- 2.8.3. The Captain may be asked to help keep navigational, operational, and/or biological records.
- 2.8.4. The contractor shall provide three nutritionally balanced meals each sampling day. After the vessel selection and prior to beginning the charter, the Contractor should contact PSMFC to make arrangements on any special dietary requirements or preferences for any member of the vessel or scientific crew. Meal times will be coordinated between the Captain and the Chief Scientist to accommodate both the need to complete sampling and the time required by the cook to prepare meals. The vessel will provide meals for the scientific crew during all sampling days.

2.9. CONTRACTOR RESPONSIBILITIES

- 2.9.1. 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
- 2.9.2. All fish caught during this project from the vessels codend will be transferred unsorted from the trawl into the vessels fish hold(s). 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 a separate fish hold. If the recapture net catch is too large to sort through then the caught will be dumped straight into its

appropriate fish hold. When the vessel has landed ~100 tons of fish the vessel will deliver the catch to a shoreside processing plant.

- 2.9.3. 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.
- 2.9.4. 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.
- 2.9.5. During any mobilization, demobilization or port calls, the Contractor will pay fees for vessel moorage.

2.10. SAFETY

- 2.10.1. 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.
- 2.10.2. 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.
- 2.10.3 The Contractor shall provide USCG approved life jackets for all vessel crew members. The scientific crew members will provide their own life vests.
- 2.10.4. 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.
- 2.10.5. 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.

2.10.6. 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.

2.11. UNITED STATES COAST GUARD SAFETY DECAL

2.11.1. 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.

2.12. POST-AWARD AND POST-PROJECT MEETINGS

2.12.1. 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.

2.12.2. 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.

2.13. EXECUTION OF CONTRACT

2.13.1. 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 half 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 06 June 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 17 June 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 will **NOT** be 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 17 June 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, cruise speed, endurance, etc.
 - Presence/ absence of a third wire system
 - Fishing net reel(s) specifics
 - Fish hold specifics
 - Midwater trawl net specifics
 - Wheelhouse electronics, space and layout
 - Available deck space and lighting
 - Communication equipment
 - Number of available berths

- Captain/crew members fishing experience, particularly for Pacific whiting (20 Points)

- Charter rate/costs (20 Points)

- Captain/crew members experience with BRDs and/or fisheries research work (10 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.

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Section 4: SUPPLIES OR SERVICES AND PRICE/COSTS

Provide vessel, captain and crew, and all fishing gear necessary to conduct a project testing and evaluating a BRD to reduce Chinook salmon and rockfish bycatch in the Pacific whiting fishery. This project seeks to conduct 14 sample days between 01 July and 31 August 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, moorage, 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	0.5	\$ _____ →	\$ _____
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 _____

Hull Type _____

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.

Maximum midwater towing speeds capable of _____ knots.

Third Wire System Available: Yes / No

Main Engines:

Number _____ Mfg. _____ Model _____ Total HP _____

Auxiliary Engines:

Mfg. _____ Model _____ HP _____ KVA _____

Mfg. _____ Model _____ HP _____ KVA _____

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

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

Number _____, Location on deck _____

Fish Hold Specifics

Does your vessel have two or more fish hold tanks? Yes / No

If yes,

How much can each tank hold (lbs)?

main fish hold = _____, second fish hold = _____, third fish hold = _____

Midwater Trawl Net Specifics

What type of midwater trawl net do you have (i.e. Aleutian wing trawl, Deep water glove, etc.)? Briefly describe the basic design of your midwater trawl net, if possible.

What is the length of your midwater trawl net headrope and footrope (ft)?

Headrope = _____, Footrope = _____

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

Do you have fish catch sensors? Yes / No

If yes,

How many _____ and what type _____

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

If yes,

what is the location and layout of the available space(s) (i.e. wheelhouse, galley, lab room, etc.)?

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

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 dry deck storage available for storing scientific supplies and equipment _____ (ft³).

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

Comments: _____

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 _____

Number of functional showers _____

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

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

NAME _____

List below any experiences that you have performed in the past: 1) using BRDs, and 2) conducting fisheries research.

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 July to 31 August 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.

Table 1. Net specifications of the BRD designed.

Open meshes per side	34 MD
Packer Tube Fore of Excluder Tube	50 MD
Excluder Tube length	135 MD
Packer Tube Aft of Excluder Tube	100 MD
Mesh size of all tubes	4" single ply (Euroline Premium netting)
Top riblines	1 3/4" 8 strand Ultra Blue rope hung at 8%
Bottom riblines	5/8" L.L. chain hung at 8%

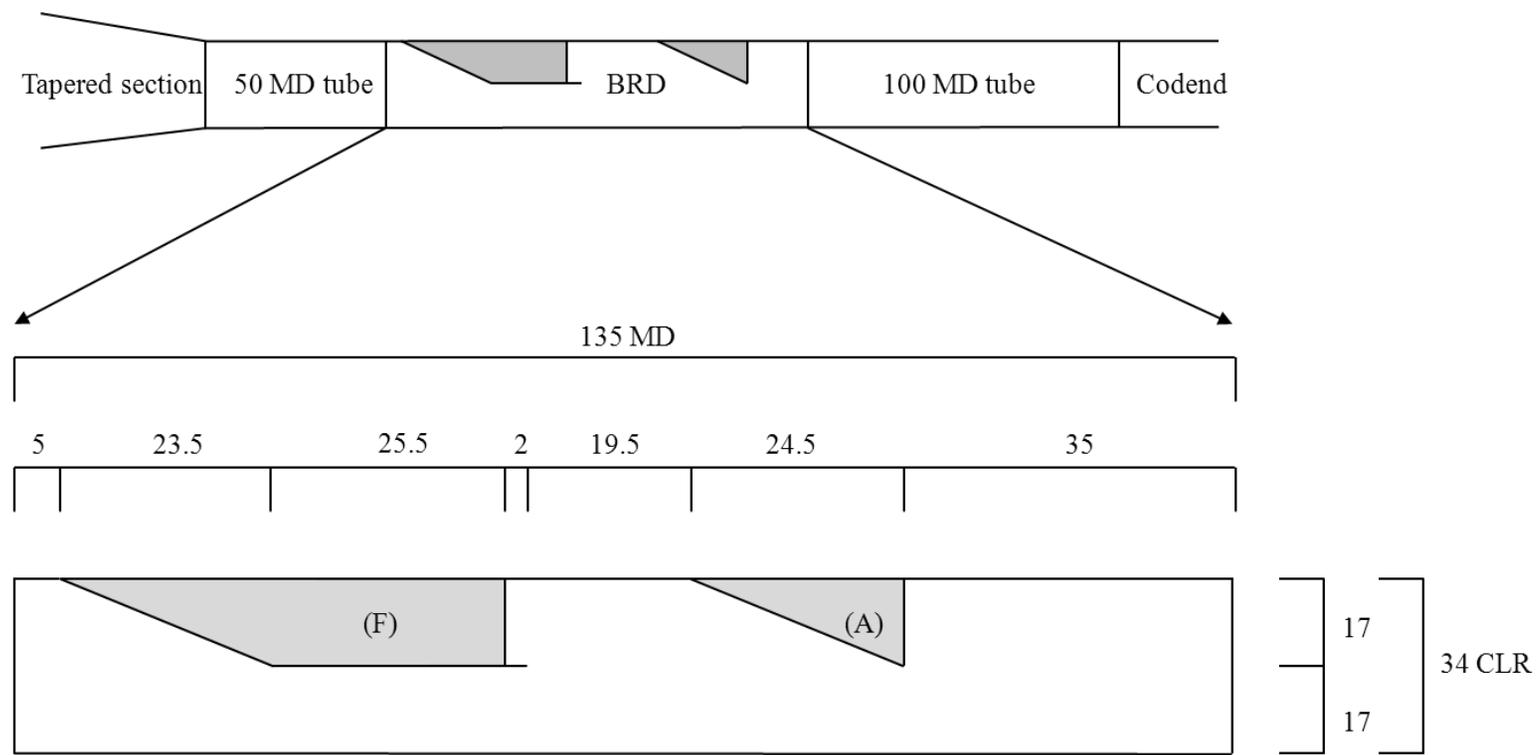


Figure 1. Bycatch Reduction Device design specifics.

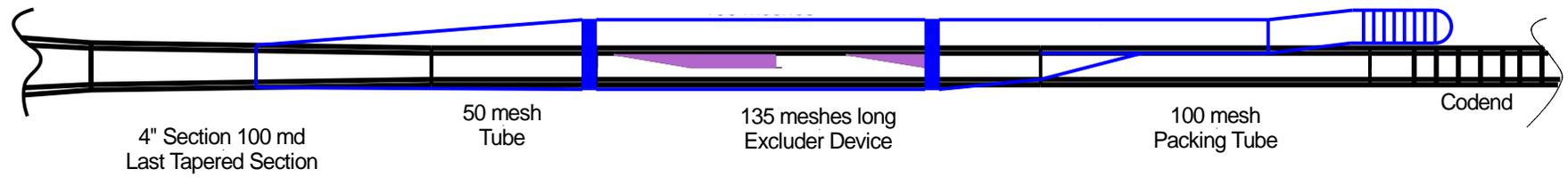


Figure 2. Diagram of the recapture net (blue) and its location in the trawl net (side view). This diagram emulates what the recapture net would look like while trawling. The open escape windows are indicated in purple. This diagram was provided by John Gruver.