

## **Request for Proposals**

### **Midwater Trawl Vessel Needed to Conduct a Research Project Testing a Bycatch Reduction Device in the Pacific Whiting Fishery off Central Oregon**



**Actual issue date: 22 July 2009**

**Schedule/Instruction/ Provision/Clauses**

**DEADLINE FOR SUBMISSIONS: 14 August 2009**

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## **Section 1: PROPOSED SCHEDULE**

### **Midwater Trawl Vessel Needed to Conduct a Research Project Testing a Bycatch Reduction Device in the Pacific Whiting Fishery off Central Oregon**

22 July 2009	Requests for Proposals (RFP) distributed
03 August 2009	Deadline for written questions on RFP Any questions should be directed to: Mark Lomeli Pacific States Marine Fisheries Commission 2032 SE OSU Drive Newport, OR 97365 Email: mark_lomeli@psmfc.org Phone: (541) 867-0544 Fax (541) 867-0505
07 August 2009	PSMFC Answers to written questions posted on website: <a href="http://www.psmfc.org/Open_RFPs">www.psmfc.org/Open_RFPs</a>
14 August 2009	Deadline for proposals One (1) original to: Dave Colpo Pacific States Marine Fisheries Commission 205 SE Spokane Street, Suite 100 Portland, OR 97202 Email: dave_colpo@psmfc.org Phone: (503) 595-3100 Fax: (503) 595-3232
17 August 2009	Select Contractor
01 September 2009	Project begins with mobilization in Newport, OR
31 October 2009	Project ends with demobilization in Newport, OR

## **Section 2: STATEMENT OF WORK**

### **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

The contractors shall furnish the necessary crew, material, equipment, services and facilities to perform the following Statement of Work/Specifications. For a description of the terms used within this Statement of Work, please consult the Definitions (Section 3.1).

#### **2.1. GENERAL**

Pacific States Marine Fisheries Commission (PSMFC) intends to charter a stern trawling fishing vessel to participate in a fisheries research project in the fall of 2009. The project will be in collaboration with the National Oceanic and Atmospheric Administration (NOAA)-National Marine Fisheries Service (NMFS). PSMFC and NMFS will be responsible for designing the project and providing any supplies needed to modify the Bycatch Reduction Device (BRD) for the experiment. PSMFC, and NMFS will provide all scientific equipment.

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

The Contractor agrees to furnish a vessel, crew, fuel, midwater trawl net, ice, and additional fishing gear necessary for sampling up to 400 fathoms in the Pacific Ocean for Pacific whiting, *Merluccius productus*. The Captain and crew for the selected vessel will support the scientific crew by utilizing their experience in fishing with midwater trawl gear. The PSMFC and NMFS will supply the BRD to be tested. The designed BRD is 135 MD in length, 34 open meshes forward and aft, and consists of two mesh panels, positioned near the codend of a midwater trawl, which directs actively swimming fish (i.e. salmon and rockfish) towards an open escape window on the top and upper sides of the net. This BRD is designed so that it can be zippered into an existing midwater trawl where the intermediate and codend section come together (refer to Table 1 and Figure 1 for the BRD design net specifics). This BRD is designed to work under normal midwater trawling conditions targeting Pacific whiting and does not require slow down procedures.

The Captain and crew of the vessel selected will assist in the deployment and retrieval of an underwater camera outfitted with a video system and oceanographic sensors. The equipment mounted on the trawl provides light video and ultrasonic video data to a monitor and associated computer equipment mounted in the vessel's cabin.

The vessel's crew, in cooperation with the scientific crew, will systematically set and retrieve the fishing gear in locations specified by the project design. The project will occur between 43.5 and 45.5 degrees N. latitude over the continental shelf in waters shallower than 400 fathoms. The number of stations sampled will be determined by several factors: (1) weather, (2) cost, (3) vessel cruise speed, and (4) other logistical concerns. All midwater trawling will occur during daylight hours. The Captain and crew must be available during all scientific operations. In order to ensure full use of daylight hours, the captain and crew should make any necessary evening transit arrangements in order to be on site and ready to begin operation by sunrise.

All midwater trawling will occur over schools of Pacific whiting. However, there may be changes to the project design in response to equipment, ocean, or other conditions.

## **2.2. GOALS AND OBJECTIVES OF THE PROJECT**

2.2.1. The objective of this research is to test and evaluate the efficacy of an open escape window BRD to reduce Chinook salmon, *Oncorhynchus tshawytscha*, and rockfish, *Sebastes* species, bycatch in the Pacific whiting fishery off central Oregon. Midwater trawling will primarily occur with an open codend. However, to evaluate the effectiveness of this BRD necessitates that some trawls be conducted with a closed codend to observe fish behavior and gear performance under actual fishing conditions. No greater than 20% of the total number of midwater trawls conducted will occur with a closed codend. This research will make every effort possible to minimize bycatch, however if bycatch becomes excessive, trawling will be adjusted or stopped altogether. To collect direct in-situ observations of fish behavior and gear performance, underwater video and DIDSON sonar equipment will be used. The success of this research project depends upon the Contractor's knowledge of how to fish for Pacific whiting, and of safe and efficient fishing methods. Contractor agrees to provide a Captain and crew that have knowledge of safe vessel operation, appropriate use, repair and modification of midwater trawl gear, fishing safety, and knowledge of weather considerations. PSMFC will not control the means or manner of the operations of the vessel or fishing gear, except to specify sampling sites and depths for fishing, but will rely on the skills, knowledge and guidance of the skipper and crew.

## **2.3. PROJECT DESCRIPTIONS**

2.3.1. This research charter will be conducted during one or two cruises totaling no more than 5 days at sea. Additional days may be scheduled for mobilization, demobilization, port calls, transit, and/or weather. Precise cruise dates will be somewhat flexible given weather, sampling logistics, and personal constraints. One day will be necessary for mobilization, and up to one partial day will be necessary for demobilization. A multi-day port call may be held in the interim between cruises, with the timing and duration determined through joint agreement between the PSMFC and the vessel Captain. The port call will be used to replenish ice and other supplies if needed, sell fish caught during sampling, make personnel changes to the scientific

crew and vessel crew if necessary, and allow mechanical and electrical equipment repair.

- 2.3.2. The sampling area for each cruise will be jointly determined by the vessel Captain and scientific crew prior to departure, but may also be modified during the cruise to address scientific objectives.
- 2.3.3. The Chief Scientist, in consultation with the Contractor, will determine the vessel's sampling schedule. The research cruise will terminate when, as determined jointly by the vessel Captain and Chief Scientist, either: (1) the scientific objectives of the cruise have been met, (2) available funds have been exhausted, (3) due to equipment failure, inclement weather, or other cause it appears that the scientific objectives cannot be met within a reasonable time frame, or (4) the limit of compensable sampling days has been reached.
- 2.3.4. If the project is terminated before 5 sampling days have been completed, an additional cruise may be scheduled at the discretion of PSMFC, at a time determined jointly by PSMFC and the Contractor.
- 2.3.5. For terms of this agreement, only days meeting the definition of "sampling days" as defined in Section 3, are compensable as sampling days. If, during a cruise, inclement weather, vessel equipment failure, or other development makes it impossible or unwise to continue sampling operations, the Contractor and PSMFC may elect to terminate the cruise and return to port. Alternatively, PSMFC and the Contractor may jointly elect to suspend sampling operation and wait for conditions to improve (bad weather days). Time lost due to vessel equipment breakdown or time spent at the dock, such as waiting for the tide, or waiting to unload product or to load ice, fuel, supplies or crew, is not compensable under agreement (except as mobilization and demobilization days). Partial payment may be made at the sole discretion of PSMFC. If, during the course of a cruise, the camera system or other component of the sampling gear becomes damaged or otherwise inoperative, the Chief Scientist may elect to continue the cruise and modify the sampling plan by prioritizing other aspects of the research.
- 2.3.6. At end of each cruise leg, the vessel will return to Newport, OR for demobilization.
- 2.3.7. The fishing operations hereunder shall be conducted in accordance with all extant and applicable state and federal fish and wildlife regulations, including the prompt release of all prohibited species captured.

## **2.4. VESSEL OPERATIONS**

- 2.4.1. The vessel must be at least 50 feet in registered length. It must be seaworthy and suitable for midwater trawl sampling in the area mentioned above during the seasons indicated.

- 2.4.2. The fishing vessel must be a groundfish trawl vessel (stern trawler) with at least 500 square feet of backdeck space. Sufficient deck area is needed to permit the scientific crew to affix the camera and imaging sonar gear to the trawl net.
- 2.4.3. A minimum of one net reel is required. Further, at least one of the net reel(s) must be positioned so that the net can be spread across the deck for camera mounting and net modifications.
- 2.4.4. The vessel must provide a midwater trawl including the codend. The open meshes at the intermediate and codend section of the midwater trawl, where the BRD is designed to be zippered in at, must be comparable to the open meshes of the BRD, which is 34 open meshes (refer to Table 1 and Figure 1 for the BRD design specifics).
- 2.4.5. The vessel must provide two steel V-form otter doors designed for midwater trawling and all available hardware to attach the nets to the doors.
- 2.4.6. Available 110-volt power is required, as well as sufficient free counter space for charging several gel-cell batteries.
- 2.4.7. The vessel must have clean and sanitary living conditions and adequate space for three scientific crew members (men and/or women). This includes, but is not limited to, adequate sleeping quarters and three meals per day. The scientific crew will provide bedding and/or sleeping bags for themselves. In addition, sufficient stowage for personal items such as clothes must be provided for the scientific crew.
- 2.4.8. The vessel must have one head and a functional shower available for use by the scientific crew. Doors to toilet or bathing facilities must be fitted with an operational lock or latch to ensure the user's privacy. The vessel will furnish soap, toilet paper, and paper towels.
- 2.4.9. The vessel must have sufficient fresh water capacity to accommodate reasonable use by a three person scientific crew and a four person vessel crew. The vessel's shower must also be serviced by a hot water heater. Daily showers are not expected, however, the vessel should be able to accommodate a minimum of one shower per person per five-day leg.
- 2.4.10. The vessel must have work spaces and berthing spaces that are adequately ventilated and free from excess engine noise, tobacco smoke, and hydrocarbon fumes.
- 2.4.11. The vessel must have adequate deck lighting to support nighttime deployments and fish sample work ups on the back deck. Lighting from several angles to reduce shadows is desired.
- 2.4.12. The Contractor hereby assumes full responsibility for the operation, repair, and maintenance of the boat and other equipment furnished by him/her. Contractor

agrees to provide labor to repair the vessel as needed. Contractor shall provide ice for the hold, and fuel.

2.4.13. The vessel must have adequate refrigerator or ice hold capacity to accommodate five sampling days worth of catch. Proceeds from any sale of research fish will be used to offset the cost of the project. If any project is unable to sell the fish, they will be donated to a local food bank or saved for scientific specimens.

## **2.5. CREW REQUIREMENTS**

2.5.1. The crew shall consist of a Captain and at least one deckhand. In addition to the normal duties reserved for the deckhands, one or more of the deckhands or the Captain will also accomplish the responsibilities of engineer and cook. If desired, the crew may include an additional deckhand capable of operating the vessel to provide additional flexibility for the crew and to ensure all crew members receive adequate rest.

2.5.2. The Captain shall have a minimum of 10 years of midwater trawl fishing experience as master of a comparable-sized vessel in Pacific waters and at least 15 years total fishing experience as a master.

2.5.3. The Captain shall be competent in the use of modern navigational and fish-detecting equipment.

2.5.4. The person undertaking the responsibilities of cook or engineer shall have a minimum of two years experience.

2.5.5. Captains and deckhands with previous research experience are highly desirable, though not required.

2.5.6. The vessel crew will assist the scientific crew to ensure proper maintenance and stowage of the sampling gear between sampling stations and at the end of the day.

## **2.6. SCIENTIFIC CREW**

2.6.1. The scientific crew shall consist of three individuals and may include women.

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

2.6.3. Scientific crew will provide personal bedding, towels, and their survival suits.

2.6.4. Communications costs such as use of cellular phones, FAX, or Telex to conduct official project business will be reimbursed to the vessel.

2.6.5. PSMFC and/or NMFS will furnish all necessary documentation needed to authorize research sampling activities in all concerned State and Federal Jurisdictions. No fishing operations under this contract shall commence until documentation is obtained and carried aboard the vessel.

## **2.7. OPERATING PROCEDURES**

- 2.7.1. The contractor shall provide three nutritionally balanced meals each sampling day. After the vessel selection and prior to beginning the charter, the Contractor should contact PSMFC to make arrangements on any special dietary requirements or preferences for any member of the vessel or scientific crew. Meal times will be coordinated between the Captain and the Chief Scientist to accommodate both the need to complete sampling and the time required by the cook to prepare meals. The vessel will provide meals for the scientific crew during all sampling days.
- 2.7.2. Workday length and hours will be determined by the Chief Scientist in consultation with the Captain. The length of working days will range from 12 to 16 hours. Work schedule decisions will be based on the type of activity expected (in-port preparations, transit, sampling, etc.), prevailing weather conditions, and the provisions of the Cruise Plan. The Chief Scientist has the final authority except in matters relating to safety of the vessel and crew. The work day of the vessel crew will likely exceed that of the scientific crew, since they will be required to conduct a wheel/anchor watch (as required by the United States Coast Guard (USCG) Navigational Rules of the Road) at night while the vessel runs to the next station, drifts, lies at anchor, or runs to the first sampling station early in the morning.
- 2.7.3. The Chief Scientist and Captain will work together to resolve all problems, which may occur regarding the project. In the event the Chief Scientist and Captain are unable to resolve any problem which has the potential for invalidating the project or threatens the safety or welfare of the scientific crew, the Chief Scientist will direct the vessel to return to port where an acceptable solution will be arranged between the PSMFC and the Contractor or the research cruise will be terminated. In such situations the vessel will go off charter if required to return to port and will remain off charter until the problem has been resolved and the vessel has returned to the project area. Note: Grounds for such actions include specifically the requirement that scientific crew not be harassed, assaulted, opposed, impeded, intimidated, threatened, interfered with, or subject to unwelcome advances.
- 2.7.4. The Captain may be asked to help keep navigational, operational, and/or biological records.

## **2.8. CONTRACTOR RESPONSIBILITIES**

- 2.8.1. The Contractor will be responsible for maintenance of the hull, engine, and other vessel equipment, including all equipment and gear mentioned in these Specifications (other than that supplied by PSMFC or NMFS) plus that which is not

specifically named but is necessary to the safe and continued operation of the charter.

- 2.8.2. The Contactor will supply all fuel, lubricants, filters, or other engine room supplies, not specifically included under “Scientist’s Responsibilities”: as described in Section 2.9 of the section below.
- 2.8.3. The Contractor will be responsible for all vessel-related gear needs, including supplies normally needed for routine maintenance, and for any vessel-related gear lost or damaged during the course of the charter. Contractor agrees to provide labor to assist PSMFC and NMFS in modifying or repairing the BRD or video equipment at sea, as needed.
- 2.8.4. All fish taken are the property of the Government and considered research catch. All prohibited species will be promptly and carefully returned to the sea. All fish caught during the sampling time under this contract will be released when appropriate or retained for sale if possible, as determined by the Chief Scientist.
- 2.8.5. Contractor shall be responsible for the sale of all research catch. Contractor should consult with Chief Scientist on locating a suitable buyer(s) for the fish. PSMFC and NMFS personnel may assist in locating potential buyer(s) in certain ports in the case the buyer(s) selected by the Contractor are unable to accept the catch. In the event that the proceeds from the sale of the fish exceed the total cost of the cruise, the Contractor shall return the difference to PSMFC, within 30 days by check.
- 2.8.6. The Captain and crew shall exercise due caution and follow safety procedures as directed by the Chief Scientist to help prevent damage or loss of scientific gear and equipment. The Chief Scientist may present specific safety procedures in writing to the Captain. If loss of or damage to scientific equipment is the result of negligent disregard of such instructions and procedures, repair or replacement costs may be deducted from charter payments.
- 2.8.7. During mobilization and demobilization operations at the beginning and end of each charter and during port calls, the Contractor will pay fees for vessel moorage.

## **2.9. SAFETY**

- 2.9.1. The vessel Captain is responsible for all matters related to the safety of all crew, the vessel, and equipment operation. The Captain will adhere at all times to Navigational Rules of the Road whether sampling, running, drifting, or at anchor. The Captain shall review safety procedures and equipment with the scientific crew at the beginning of each cruise leg. At all times while at sea, the Captain shall post a wheel/anchor watch (as required by the USCG Navigational Rules of the Road). The Captain shall post a wheel/anchor watch at night while the vessel runs to the next station, drifts, lies at anchor, or runs to the first station early in the morning to ensure that the vessel and all crew are secure.

- 2.9.2. The Contractor shall provide USCG approved survival suits for all vessel crew (scientific crew will provide their own suits). Adequate dry, topside storage for all survival suits shall be provided.
- 2.9.3 The Contractor shall provide USCG approved life jackets for all crew aboard including the scientific crew.
- 2.9.4. The vessel must be equipped with a currently inspected self-inflating covered life raft with capacity sufficient to accommodate all vessel crew and scientific crew.
- 2.9.5. A Category I EPIRB (Emergency Position Indicating Radio Beacon) must be affixed to the exterior of the vessel in a manner approved by the USCG.
- 2.9.6. Before leaving the dock to commence sampling operations or when any crew change occurs, Contractor will conduct a safety drill detailing locations of all safety equipment, description of vessel station bill, and instructions on operating appropriate safety and communications equipment.

## **2.10. UNITED STATES COAST GUARD SAFETY DECAL**

- 2.10.1. Vessel's must have a valid USCG Safety Decal. The decal must remain valid during the entire contract period and all requirements of the decal must remain valid for the entire contract period. This includes EPIRB batteries and life raft repacking. For example, if a vessel has a valid sticker, but the EPIRB battery is expired the vessel will need to have the battery replaced before the project can begin. In such situations the vessel will go off charter and will remain off charter until the problem has been resolved.

## **2.11. POST-AWARD AND POST-PROJECT MEETINGS**

- 2.11.1. Upon award of contract and prior to the start of the charter, a post-award meeting or conference call will be held to discuss issues relating to the charter and project. All vessel Captains participating in the charter are required to participate in the meeting. PSMFC, upon award of the contract, will schedule the date and time for the meeting.
- 2.11.2. After completion of the project, a post-project debriefing will be held at an agreed upon location. The purpose of the debriefing is to provide the Contractor an evaluation of the performance of the vessel and crew during the charter and for the crew to voice any suggestions or concerns they may have. All vessel Captains participating in the charter are required to attend the meeting. PSMFC, upon completion of the project will schedule the date and time for the meeting.

## **2.12. EXECUTION OF CONTRACT**

- 2.12.1. The Contractor hereby agrees to execute the Project design as described, or a modification of said Plan or design based upon mutual agreement between the Contractor, PSMFC and NMFS.

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

### **3.1. DEFINITIONS**

As used in this provision –

- 3.1.1. “Contractor” is defined as the owner of a vessel selected to take part of the project
- 3.1.2. “Captain” is defined as the master or primary vessel operator who will have final say on all matters on the behalf of the vessel crew.
- 3.1.3. “Chief Scientist” is defined as the lead biologist on the vessel, and is a member of the scientific crew.
- 3.1.4. “Sampling days” are any day or part thereafter when the vessel completes one or more sampling stations.
- 3.1.5. “Bad weather days” are days at sea or in port when the Chief Scientist determines that weather conditions prohibit effective, scientifically valid sampling operations.
- 3.1.6. “Transit days” are days at sea when transiting from one area to another between project operations when less than one sampling station is completed.
- 3.1.7. “Mobilization days” are those days immediately preceding scientific operations required for loading or installing of scientific furnished equipment, gear, food supplies, etc.
- 3.1.8. “Demobilization days” are those days immediately succeeding scientific operations required for unloading or removal of scientific furnished equipment, gear, food supplies, etc.
- 3.1.9. “Port call days” are those days that will be spent in port in the interim between successive cruises. If the vessel is restricted in use because scientific gear is still aboard, the time is compensable as “port call days”.
- 3.1.10. “Project Design” is defined as the statistical and procedural methodologies employed to determine the sampling gear, sampling stations, deck protocols, and data analyses.
- 3.1.11. “Cruise Plan” is defined as the logistical methodologies employed to implement the Project Design including determining the sequence of stations that will be sampled and charting courses between sites.

3.1.12. "Sampling Station" is defined as any site selected for sampling in the Project Design. This may include, points defined by specific GPS coordinates or some other means of determining sampling areas.

### **3.2. MOORAGE**

3.2.1. Moorage will be cost reimbursable. Contractors may be required to provide documentation of moorage fees to be eligible for reimbursement.

### **3.3 QUESTIONS**

Questions regarding this RFP shall be submitted in writing no later than 03 August 2009 to:

Mark Lomeli, Pacific State Marine Fisheries Commission  
2032 SE OSE Drive  
Newport, OR 97365  
Phone: (541) 867-0544  
Fax: (541) 867-0505  
Email: mark\_lomeli@psmfc.org

### **3.4. AMENDMENTS TO SOLICITATIONS**

3.4.1. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offeror's shall acknowledge receipt of any amendment to this solicitation on offeror's proposal.

### **3.5. SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS**

3.5.1. Deadline for proposals is 14 August 2009.

3.5.2. Proposals must be submitted to:

Pacific States Marine Fisheries Commission  
Attn: Dave Colpo  
205 SE Spokane St., Suite 100  
Portland, OR 97202  
Phone: (503) 595-3100  
Fax: (503) 595-3232

- 3.5.3. Proposals and modifications to proposals MUST be submitted in paper media or facsimile. Email/electronic commerce submission WILL NOT be accepted.
- 3.5.4. Proposals must include the completed forms found in Sections 4 and 5 of this RFP.
- 3.5.5. 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;
- 3.5.6. 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.
- 3.5.7. 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 14 August 2009.
- 3.5.8. Late proposals
- 3.5.8.1. 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
  - 3.5.8.2. 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
  - 3.5.8.3. It is the only proposal received.
  - 3.5.8.4. 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.
  - 3.5.8.5. 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.

3.5.8.6. 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.

3.5.8.7. 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 at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

3.5.8. Offeror's shall submit proposals in response to this solicitation in English and in U.S. dollars.

3.5.9. 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.

3.5.10. Offeror's may submit revised proposals only if requested or allowed by the Program Manager.

3.5.11. Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Program Manager.

### **3.6. OFFER EXPIRATION DATE**

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

### **3.7. RESTRICTIONS ON DISCLOSURE AND USE OF INFORMATION**

3.7.1. Offerors that include in their proposals data that they do not want disclosed to the public for any purposes, or used by the PSMFC except for evaluation purposes, shall:

Mark the title page with the following legend: "This proposal includes data that shall not be disclosed outside the PSMFC and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of – or in connection with – the submission of this data, the PSMFC shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the PSMFC's right to use information contained in this data if it is obtained

from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]”; and

Mark each sheet of data it wishes to restrict with the following legend: “Use of disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal”.

### **3.8. CONTRACT AWARD**

- 3.8.1. The PSMFC intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluating in accordance with the factors and subfactors in the solicitation.
- 3.8.2. The PSMFC may reject any or all of the proposals if such action is in the PSMFC’s interest.
- 3.8.3. The PSMFC may waive informalities and minor irregularities in proposals received.
- 3.8.4. 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.
- 3.8.5. 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.
- 3.8.6. 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.
- 3.8.7. Exchanges with offeror’s after receipt of a proposal do not constitute a rejection or counteroffer by the PSMFC.
- 3.8.8. 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.

3.8.9. If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

3.8.10. 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.

3.8.11. The PSMFC may disclose the following information in post award debriefings to other offeror's:

3.8.11.1. The overall evaluated cost of price and technical rating of the successful offeror;

3.8.11.2. The overall ranking of all offeror's, when any ranking was developed by the agency during source selection; and

3.8.11.3. A summary of the rationale for award.

### **3.9. PROPOSAL EVALUATION CRITERIA**

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

- Vessel Characteristics (30 Points)
  - Vessel size, horsepower, cruise speed, endurance, etc.
  - Deck configuration and free area (ability to accommodate the scientific equipment in this RFP and sampling needs of the scientific crew)
  - Wheelhouse electronics, space, and layout
  - Communication equipment
- Vessel Configuration (10 Points)
  - Berthing (number and size)
  - Living quarters
- Vessel/Captains Crew's Fishing History and Experience (15 Points)
- Other Desirable Characteristics (45 Points)
  - Safety equipment
  - Research experience
  - Crewmember with formal survival and firefighting training
  - Crewmember with certified first aid and EMT
  - Deck lighting
- Costs: Those proposals that meet or exceed technical requirements will be ranked according to technical merit and then ranked by cost. The proposal with the best overall combination of technical merit and cost will be selected.

### **3.10. PROPOSAL SELECTION PROCEDURE**

3.10.1. All proposals will be evaluated and scored individually in accordance with the above evaluation criteria. Both Federal and non-Federal employees may be used in this process. There will be between two and four reviewers depending on the number of proposals received. Each reviewer will independently score each proposal. Reviewers will meet and score each criterion as a group and make a final decision on which proposal to fund.

**Section 4: SUPPLIES OR SERVICES AND PRICE/COSTS**

Provide vessel, Captain, and crew, for a charter to conduct a research cruise to test and evaluate an open escape window Bycatch Reduction Device to reduce Chinook salmon and rockfish bycatch in a midwater trawl fishery targeting Pacific whiting of central Oregon using underwater video and sonar equipment, in accordance with all terms and conditions of this solicitation and/or subsequent contract. This includes bad weather, mobilization, demobilization, and port call days. The project will occur between 01 September and 31 October 2009 for a total not to exceed 5 days at sea. The cruise may extend for a slightly longer period in the event of bad weather or other delays, and any such additional days will be compensated at the applicable rate for that day’s activity. The prices below shall include all costs of charter, i.e. vessel, ice, fuel, and equipment, except those items specifically identified as being provided by the scientific crew. Costs of moorage the Contractor incurs while chartered for this project shall be cost reimbursable and should not be calculated into the vessel’s daily rate below.

	Estimated quantity per charter	Per day cost
2009 Charter-Basic Sampling Days	5 days	_____
Bad Weather/Transit Days	1 day	_____
Mobilization/Demobilization	2 days	_____
Port Calls	5 days	_____
Optional Days Additional sampling days continued beyond the initial 5 days proposed		_____

Name of Vessel: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Section 5: ATTACHMENTS**

**5.1. BID PROPOSAL WORKSHEET: VESSEL CHARACTERISTICS**

**1. GENERAL VESSEL CHARACTERISTICS**

Owner Name \_\_\_\_\_ Registration No. \_\_\_\_\_

Vessel Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Primary Port of Vessel \_\_\_\_\_

Hull Type \_\_\_\_\_

Vessel Length (LOA) \_\_\_\_\_

Vessel Length (Registered) \_\_\_\_\_

**Main Engines:**

Number \_\_\_\_\_ Mfg. \_\_\_\_\_ Model \_\_\_\_\_ Total HP \_\_\_\_\_

**Auxiliary Engines:**

Mfg. \_\_\_\_\_ Model \_\_\_\_\_ HP \_\_\_\_\_ KVA \_\_\_\_\_

Mfg. \_\_\_\_\_ Model \_\_\_\_\_ HP \_\_\_\_\_ KVA \_\_\_\_\_

**2. SAFETY EQUIPMENT**

Life Raft Capacity\_\_\_\_\_

EPIRB: No.\_\_\_\_\_ Class\_\_\_\_\_

EPIRB Battery Expiration\_\_\_\_\_

USCG Certification of Inspection Expiration Date\_\_\_\_\_

**3. COMMUNICATION AND NAVIGATIONAL EQUIPMENT**

Cellular Telephone (if present on vessel)

Mfg.\_\_\_\_\_ Model\_\_\_\_\_

Cellular Telephone No. (\_\_\_\_\_)\_\_\_\_\_

Satellite Telephone available: Yes / No

Plotter: GPS / LORAN

Mfg.\_\_\_\_\_ Model\_\_\_\_\_

**4. DECK, OFFICE, & STORAGE SPACES**

Appropriate clear deck area available for working catches \_\_\_\_\_ square feet.

Comments:\_\_\_\_\_

\_\_\_\_\_

Is there electrical power supply (110 V.A.C.) available on Deck? Yes \_\_\_\_\_ No \_\_\_\_\_. In the wheelhouse? Yes \_\_\_\_\_ No \_\_\_\_\_

Dry area in the deck house for storage of scientific supplies and equipment \_\_\_\_\_ cubic feet.

**5. LIVING QUARTERS**

Number of Berths \_\_\_\_\_

Number of functional heads with a lock or latch \_\_\_\_\_

Number of functional showers \_\_\_\_\_

**6. COMMENTS**

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

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**5.3. OFFEROR'S RESEARCH EXPERIENCE**

OFFEROR'S  
NAME \_\_\_\_\_

RESEARCH EXPERIENCE: List below similar research or resource assessment activities (if any) that you have successfully performed in the past.

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**5.4. DESIRABLE ITEM FORM**

1) Crew member with formal survival and firefighting training

Yes \_\_\_\_\_ No \_\_\_\_\_

Comments \_\_\_\_\_

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2) Crew member certified first aid and Emergency Medical Training (EMT)

Yes \_\_\_\_\_ No \_\_\_\_\_

Comments \_\_\_\_\_

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**5.5. IDEMNITY AND INSURANCE**

**IDEMNIFICATION**

Contractor agrees to indemnify PSMFC, its officers, agents, and employees, boards and commissions, against all loss, damage, expense and liability resulting from injury to or death of person, including, but not limited to, employees of PSMFC or Contractor, or injury to property, including, but not limited to, property of PSMFC, Contractor, and third parties, arising out of or in any way connected with the performance of this contract, however caused, regardless of any negligence of PSMFC, whether active or passive, excepting only such injury or death or property damage as may be caused by the sole negligence or willful misconduct of PSMFC.

\_\_\_\_\_ Yes \_\_\_\_\_ No

**INSURANCE COVERAGE**

1) Minimum Coverage. Please indicate if able to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

a. Protection and Indemnity in the amount of \$1,000,000

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

b. Jones Act coverage for vessel crew in the amount of \$1,000,000

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

c. Vessel Hull and Machinery Coverage

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

## SUBROGATION WAIVER PROVISION

Contractor agrees that in the event of loss due to any of the perils for which Contractor is required to provide or perils insured under the Maritime Employer's Liability, and Vessel Liability or equivalent Policy coverage, Contractor shall look solely to its insurance for recovery. Contractor shall hereby grant PSMFC, its officers, agents, employees, boards, commissions, and cooperative agency participants on behalf of any insurer providing, Maritime Employer's Liability, and Vessel Liability or equivalent Policy coverage to either Contractor or PSMFC with respects to the service of Contractor herein, a waiver of any right to subrogate which any such insurer of said Contractor may acquire against PSMFC its officers, agents, employees, boards, commissions by virtue of the payment of any loss under such insurances.

\_\_\_\_\_ Yes \_\_\_\_\_ No

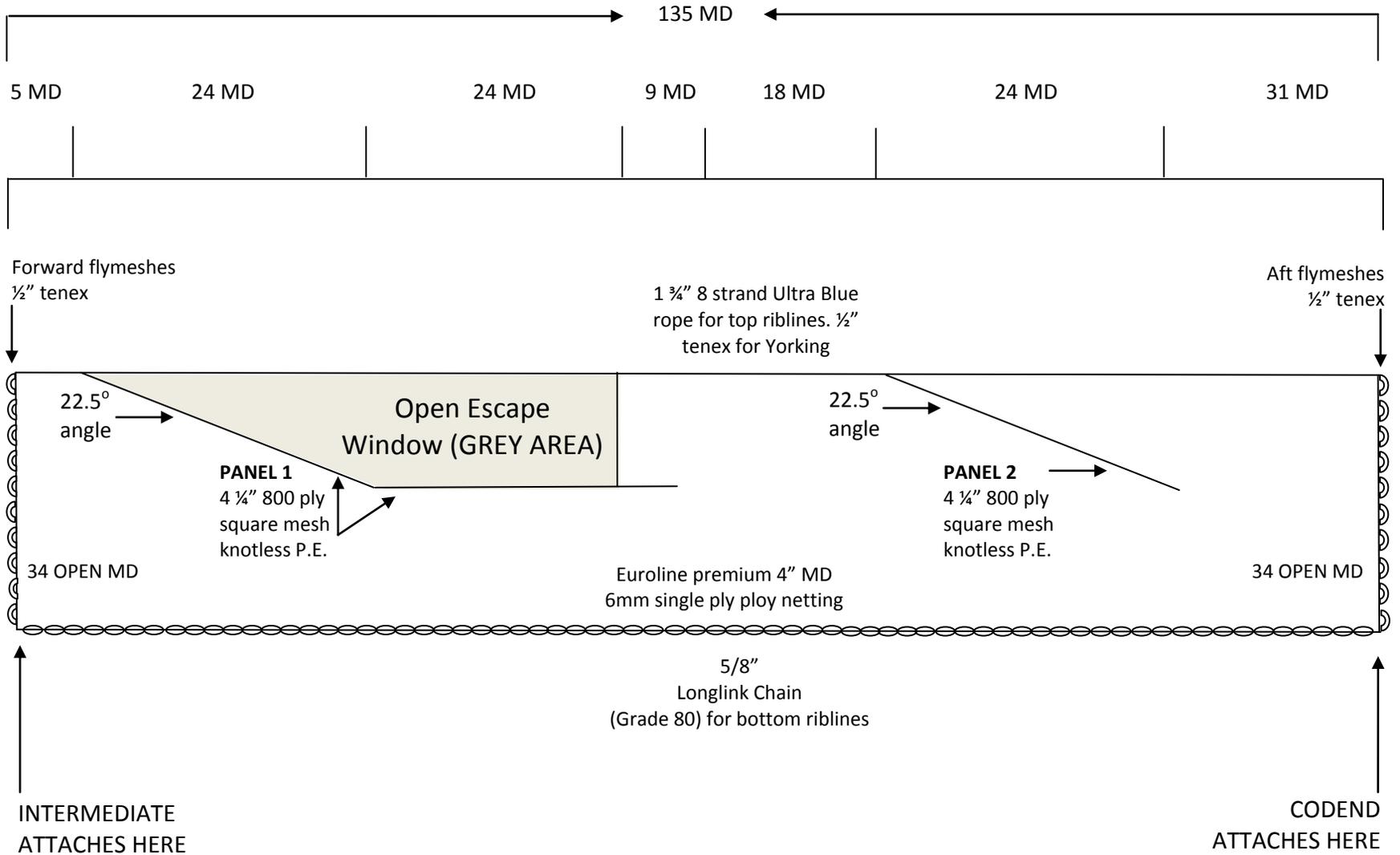
- 1) Evidence of Insurance provision. Before the final execution of this contract, Contractor shall produce a standard Accord from Certificates of Insurance with Insurance Carriers acceptable to the PSMFC/NMFS, evidencing all required insurances. The Certificate shall also comply with the Subrogation Waiver Provision and forward actual endorsements from the Contractors insurance carriers evidencing required coverage amendments.
- 2) Renewal/Cancellation. The respective Insurance Carriers and the Certificate of Insurance shall allow for a minimum of 30 days written notice of cancellation, non-renewal or reduction or required coverages before the expiration date thereof and the Certificate shall delete the word(s) "endeavor" and the last two lines of a standard Accord Certificate ("But failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives"). Renewal Certificates evidencing the same shall be received 10 days prior to the expiration of the coverages so evidenced. The Certified evidencing all requirements herein and any reduction of required coverages or cancellation shall be sent to **Rick Masters, PSMFC, 205 SE Spokane Street, Suite 100, Portland, OR 97202 Phone: (503) 650-5400 Fax: (503) 595-3232.**
- 3) Sufficiency of Insurance. The insurance limits or coverages required by PSMFC are not represented as being sufficient to fully protect the Contractor. Contractor is advised and responsible to determine his own adequate coverage sot limits.
- 4) Qualifications. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of the exposure.

**Table 1.** Net specifications of the Bycatch Reduction Device designed.

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Clear meshes per side	34 MD
Tube length	135 MD
Mesh size of tube	4" single ply (6 mm poly netting)
Mesh size of panels	4 ¼" 800 ply square mesh (knotless polyethylene)
Top riblines	1 ¾" 8 strand Ultra Blue rope
Bottom riblines	5/8" L.L. chain (Grade 80)

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**Figure 1.** Diagram of the 135 MD net section containing the Open Escape Window Bycatch Reduction Device.