

Request for Proposals

Bottom Trawl Vessel Needed for Testing a Pacific Halibut Excluder



Actual issue date: 15 February 2013

Schedule/Instruction/ Provision/Clauses

DEADLINE FOR PROPOSALS: 15 March 2013

Table of Contents

Section 1: PROPOSED SCHEDULE 1

Section 2: STATEMENT OF WORK 2

2.1. GENERAL..... 2

2.2. GOALS AND OBJECTIVES OF THE PROJECT 2

2.3. PROJECT DESCRIPTION..... 3

2.4. VESSEL OPERATIONS 4

2.5. CREW REQUIREMENTS 5

2.6. SCIENTIFIC CREW 6

2.7. PERMITS & PROCEDURES..... 6

2.8. OPERATING PROCEDURES 7

2.9. CONTRACTOR RESPONSIBILITIES 7

2.10. SAFETY 8

2.11. UNITED STATES COAST GUARD SAFETY DECAL 9

2.12. POST-AWARD AND POST-PROJECT MEETINGS 9

2.13. EXECUTION OF CONTRACT 9

Section 3: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR’S..... 9

3.1. DEFINITIONS..... 9

3.2. QUESTIONS 10

3.3. AMENDMENTS TO SOLICITATIONS 11

3.4. SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWL OF PROPOSALS. 11

3.5. OFFER EXPIRATION DATE 13

3.6. RESTRICTIONS ON DISCLOSURE AND USE OF INFORMATION 13

3.7. CONTRACT AWARD..... 13

3.8. PROPOSAL EVALUATION CRITERIA..... 15

3.9. PROPOSAL SELECTION PROCEDURE..... 15

Section 4: SUPPLIES OR SERVICES AND PRICE/COSTS 17

Section 5: ATTACHMENTS..... 18

5.1. BID PROPOSAL WORKSHEET: VESSEL CHARACTERISTICS 18

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

5.3. CAPTAIN/CREW MEMBERS BYCATCH REDUCTION DEVICES (BRDs) AND FISHERIES RESEARCH EXPERIENCE 22

5.4. SAFETY EQUIPMENT AND TRAINING	22
5.5. VESSEL AVAILABILITY	23
5.6. IDEMNITY AND INSURANCE	24

Section 1: PROPOSED SCHEDULE

Bottom Trawl Vessel Needed for Testing a Pacific Halibut Excluder

15 February 2013	Requests for Proposals (RFP) distributed
5 March 2013	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: mlomeli@psmfc.org Phone: (541) 867-0544 Fax (541) 867-0505
8 March 2013	PSMFC answers to written questions posted on website: http://www.psmfc.org/procurements
15 March 2013	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
20 March 2013	Select Contractor
15 April to 31 July 2013	Timeline to complete research project

Section 2: STATEMENT OF WORK

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

2.1. GENERAL

The Pacific States Marine Fisheries Commission (PSMFC) intends to charter one vessel to participate in a research project testing a flexible sorting grid Pacific halibut excluder in the west coast groundfish bottom trawl fishery. This project will be a collaborative study between the PSMFC, the NOAA Fisheries-Northwest Fisheries Science Center-Habitat and Conservation Engineering group (NWFSC-H&CE), and the west coast groundfish fishing industry.

This project seeks to conduct 8 sample days (section 3.1. defines a sample day) between 15 April and 31 July 2013. PSMFC and NWFSC-H&CE will be responsible for designing the project and providing all scientific equipment needed for the project. The port used for mobilization and demobilization will be determined once the contractor has been selected. The mobilization time is necessary for loading gear, setting up equipment, and orienting the scientific crew with the vessel. The demobilization time frame will include offloading the scientific gear brought aboard the vessel during the project.

The Contractor agrees to furnish a vessel, fuel, crew, bottom trawl, and all additional gear necessary for bottom trawling for groundfish species. PSMFC and NWFSC-H&CE will supply the excluder to be tested. The Captain and crew of the vessel selected will assist in the deployment and retrieval of autonomous underwater video cameras and oceanographic sensors. Although six tows per day are desired, the actual number of tows conducted per day will be determined by catch rates, weather, and other logistical concerns. The Captain and crew must be available during all scientific operations. In order to ensure full use of each sample day, the captain and crew should make any necessary transit arrangements in order to begin fishing operations at the start of each sample day. All fishing will occur during daylight hours.

2.2. GOALS AND OBJECTIVES OF THE PROJECT

2.2.1. The objective of this research is to test and evaluate the efficacy of a flexible sorting grid Pacific halibut excluder in the west coast groundfish bottom trawl fishery. The retention of target (e.g., flatfishes, sablefish, etc.) and bycatch species (e.g., Pacific halibut) will be accurately estimated using a recapture net. Data on species composition, weights, and lengths between the trawl's codend and recapture net will be recorded on deck after each tow. Video camera systems will be used periodically to gather information on fish behavior in relation to the Bycatch Reduction Device (BRD), and to confirm that the excluder and recapture net are performing as

expected. The majority of the trawl effort, however, will occur without the use of video cameras and artificial lights to examine the gears effectiveness under “normal” fishing conditions. This project seeks to conduct up to six tows of 45-minutes in duration, per sample day, during daylight hours. All tows will be conducted with closed codends on both the trawl’s codend and recapture net. The Pacific halibut excluder is constructed within a four-seam tube of diamond netting (4.5” stretched measurement between-knots) that is 75 meshes deep (fore to aft) and 88 meshes in circumference, excluding meshes in each selvedge. The gear is designed to be inserted between the intermediate section of the trawl and the codend. The design utilizes a vertical and horizontal sorting panel (i.e. grid) to crowd fish and direct large fish towards a downward-angled exit ramp. The sorting panels and exit ramp are built of 5 mm diameter Spectra® line placed through 13 mm diameter AQUAPEX® tubing to create a semi-rigid square grid approximately 6.5” x 6.5” in dimension. The concept of this design is that fish smaller than the panel openings will pass through the vertical panels and move aft towards the codend, whereas fish larger than the panel openings (i.e. Pacific halibut) will be excluded.

PSMFC will not control the means or manner of the operations of the vessel or fishing gear except to specify sampling protocols. The success of this research project depends upon the contractor’s knowledge of fishing grounds that contain moderate levels of Pacific halibut intermixed with other groundfish species such as rex sole, Dover sole, petrale sole, sablefish, and etc. during the months of mid-April through July.

2.3. PROJECT DESCRIPTION

- 2.3.1. A total of 8 sample days (section 3.1. defines a sample day) are expected for this project. Per each sample day this project seeks to conduct six tows of 45 minutes in duration in areas anticipated to produce Pacific halibut bycatch. Catches from the recapture net and the trawl net will be sorted separately on deck where fish species from each codend will be identified, enumerated, weighed and measured before discarding or retaining for sale.
- 2.3.2. Although 8 sample days are anticipated for this project 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 and 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).
- 2.3.3. Two fish offloading days are expected during this project with one fish offloading day occurring half way through the project and the second fish offloading day occurring at the end of the project. However, based off catch rates, condition of

marketable fish, weather conditions, plant operations, and/or scientific/project objects, the timing of fish offloading days may be subject to change.

- 2.3.4. 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.
- 2.3.5. 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.
- 2.3.6. 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 excluder, 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.

2.4. VESSEL OPERATIONS

- 2.4.1. The vessel must be an active groundfish trawl vessel.
- 2.4.2. The vessel must have at least 500 square feet of back deck space. Sufficient deck area is needed to permit the scientific crew to affix the video camera system to the trawl net, handling of the BRD and the recapture net, and processing of landed catches.
- 2.4.3. The vessel must provide all fishing gear necessary for bottom trawling (i.e. warps, trawl doors, bridles, trawl net, etc.).
- 2.4.4. The Contractor is **NOT** required to carry an observer on board during this project. All fish caught during this project are for research and will **NOT** come off of the Contractors individual fishing quota.
- 2.4.5. Fish sales: 60% of the overall revenue generated from the sales of fish caught during this project will go to the contractor to assist with daily charter rate costs. PSMFC

will keep the remaining 40%. The Contractor should consider potential fish sale revenue values when generating their daily charter rate.

- 2.4.6. The Contractor shall provide ice for the hold, and vessel fuel.
- 2.4.7. The vessel must have clean and sanitary living conditions and adequate space for two to three scientific crew members (men and/or women).
- 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 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.
- 2.4.10. The vessel must have work spaces and berthing spaces that are adequately ventilated and free from excess engine noise and hydrocarbon fumes. Smoking of tobacco inside the vessel is prohibited while on charter.
- 2.4.11. The vessel must have adequate deck lighting to support early-morning or nighttime work operations to fix and/or modify the camera system, excluder, and/or recapture net. 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.
- 2.4.13. The vessel must have available 110-volt power, as well as sufficient free space for charging several camera batteries.

2.5. CREW REQUIREMENTS

- 2.5.1. The Captain must have a minimum of five years of bottom trawl fishing experience as master of a comparable-sized vessel in ocean waters and at least 10 years total fishing experience. The Captain must also have experience fishing for groundfish off the Oregon and Washington coast.
- 2.5.2. The Captain shall be competent in the use of modern navigational and fish-detecting equipment.
- 2.5.3. The vessel crew will assist the scientific crew with repairs that may need to be made to the excluder and/or recapture net.
- 2.5.4. The crew shall consist of a Captain and at least two deckhands. In addition to the normal duties reserved for the deckhands, one or more of the deckhands or the

Captain will also accomplish the responsibilities of engineer and cook. If desired, the crew may include an additional deckhand capable of operating the vessel to provide additional flexibility for the crew and to ensure all crew members receive adequate rest.

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

2.5.6. Captain/crew members with previous research experience and knowledge of bycatch reduction devices are highly desired.

2.5.7. The Captain must record logbook data on all tows conducted during the research project. At conclusion of the project a copy of the logbook data must be provided to the chief scientist.

2.6. SCIENTIFIC CREW

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

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

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

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

2.7. PERMITS & PROCEDURES

2.7.1. NWFSC-H&CE and PSMFC will provide all state and federal permits necessary for conducting the research and selling fish.

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

marine mammal is sighted after the trawl doors are deployed, the trawl operation will proceed through completion.

2.8. OPERATING PROCEDURES

- 2.8.1 Before departure and commencement of operations, the Chief Scientist will provide a joint orientation meeting for Captain, and vessel and scientific crew. This orientation will cover the objectives of and methods for accomplishing the project.
- 2.8.2. Workday length and hours will be determined by the Chief Scientist in consultation with the Captain. The length of working days will range from 12 to 16 hours. Work schedule decisions will be based on the type of activity expected (in-port preparations, transit, sampling, etc.), prevailing weather conditions, and the provisions of the cruise plan. The Chief Scientist has the final authority except in matters relating to safety of the vessel and crew. The work day of the vessel crew will likely exceed that of the scientific crew, since they will be required to be awake and conduct a wheel/anchor watch (as required by the United States Coast Guard (USCG) Navigational Rules of the Road) at night while the vessel runs to the next station, drifts, lies at anchor, or runs to the first sampling station early in the morning. **FAILURE TO BE AWAKE while conducting a wheel/anchor watch (as required by the United States Coast Guard [USCG] Navigational Rules of the Road) will result in a breach of contract and termination of charter work.**
- 2.8.3. 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.
- 2.8.4. The contractor shall provide three nutritionally balanced meals each sampling day. Meal times will be coordinated between the Captain and the Chief Scientist to accommodate both the need to complete sampling and the time required by the cook to prepare meals. The vessel will provide meals for the scientific crew during all sampling days.

2.9. CONTRACTOR RESPONSIBILITIES

- 2.9.1. The Contractor will be responsible for all vessel-related gear needs (other than that supplied by PSMFC or NWFSC-H&CE), including supplies normally needed for

routine maintenance, and for any vessel-related gear lost or damaged during the course of the charter.

- 2.9.2. 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 NWFSC-H&CE 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.
- 2.9.3. The Captain and crew shall exercise due caution and follow safety procedures as directed by the Chief Scientist to help prevent damage or loss of scientific gear and equipment. The Chief Scientist may present specific safety procedures in writing to the Captain. If loss of or damage to scientific equipment is the result of negligent disregard of such instructions and procedures, repair or replacement costs may be deducted from charter payments.

2.10. 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. **FAILURE TO BE AWAKE while conducting a wheel/anchor watch (as required by the United States Coast Guard [USCG] Navigational Rules of the Road) will result in a breach of contract and termination of charter work.**
- 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 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 USCG approved 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. Station bills must be posted in prominent places. NOAA vessels normally post station bills on cabin doors. For contracted vessels, the chief scientist will consult with the Captain to determine the location of the station bill.

2.10.7. No Sex, alcohol, or drugs – This rule will be stated as part of the Chief Scientist’s orientation before the common.

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 and PSMFC.

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

3.1. DEFINITIONS

As used in this provision –

3.1.1. “Contractor” is defined as the owner of a vessel selected to take part of the project

- 3.1.2. “Captain” is defined as the master or primary vessel operator who will have final say on all matters on the behalf of the vessel crew.
- 3.1.3. “Chief Scientist” is defined as the member of the scientific team who is in charge of the research operations on board the vessel.
- 3.1.4. “Sample day” is defined as a day when the vessel completes one or more tows.
- 3.1.5. “Port call day” is defined as a day spent in port due to inclement weather conditions prohibiting effective, scientifically valid sampling operations or days spent in port due to repair of scientific equipment. Port call days are only payable if the vessel is restricted in use because scientific gear is aboard the vessel. Port call days do **NOT** apply to Fish Offloading Days (refer to 3.1.11.).
- 3.1.6. “Mobilization day” is defined as a day preceding scientific operations required for loading or installing of scientific equipment, BRD, etc.
- 3.1.7. “Demobilization day” is defined as a day succeeding scientific operations required for unloading or removal of scientific equipment, BRD, etc.
- 3.1.8. “Project Design” is defined as the statistical and procedural methodologies employed to determine the sampling gear, sampling stations, deck protocols, and data analyses.
- 3.1.9. “Cruise Plan” is defined as the logistical methodologies employed to implement the project design.
- 3.1.10. “Fish Offloading Day” is defined as a day or time when the vessel is offloading fish caught during the research project. A fish offloading day does **NOT** count as a sample day or a port call day.

3.2. QUESTIONS

- 3.2.1. Questions shall be submitted in writing no later than 5 March 2013 to:

Mark Lomeli, Pacific State Marine Fisheries Commission

2032 SE OSE Drive

Newport, OR 97365

Phone: (541) 867-0544 / Fax: (541) 867-0505 / Email: mlomeli@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 15 March 2013.

3.4.2. Proposals must be submitted to:

Pacific States Marine Fisheries Commission

Attn: Michael Arredondo

205 SE Spokane St., Suite 100

Portland, OR 97202

Email: marredondo@psmfc.org

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

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

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

3.4.5. In addition to requested information (Section 4 and 5), the proposal must show:

The name of the solicitation;

The name, address, and telephone and facsimile numbers of the offeror (and email address if available);

Name, title, and signature of person authorized to sign the proposal. Proposals signed by the agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office;

3.4.6. The PSMFC reserves the right to consult with and to consider information from its own sources, including information from state and federal agencies regarding the offeror's prior performance or the status of outstanding investigations or warrants involving the offeror.

3.4.7. Offeror's are responsible for submitting proposals, and any modification or revisions, so as to reach PSMFC by 4:00 p.m., local time, on 15 March 2013.

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.

3.5. 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 (30 Points)
 - Vessel size, horsepower, cruise speed, endurance, etc.
 - Trawl and codend specifics
 - Wheelhouse electronics, space and layout
 - Available deck space and lighting
 - Communication equipment
 - Number of available berths

- Captain/crew members fishing experience, particularly for west coast groundfish (20 Points)

- Charter rate/costs (20 Points)

- Captain/crew members experience with BRDs and/or fisheries research work (15 Points)

- Other desirable characteristics (15 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, crew, fuel, ice, trawl net, and all fishing gear necessary to conduct a project testing and evaluating a BRD to reduce Pacific halibut bycatch. This research charter seeks to conduct 8 sample days between 15 April and 31 July 2013. The charter may extend for a slightly longer period in the event of bad weather or other delays, and any such additional days will be compensated at the applicable rate for that day’s activity. The prices below shall include all costs of charter (i.e. vessel, fuel, labor, and equipment, except those items specifically identified as being provided by PSMFC). Fish sales: 60% of the overall revenue generated from the sales of fish caught during this project will go to the contractor to assist with daily charter rates costs. PSMFC will keep the remaining 40%. Please consider potential fish sale revenue values when generating your daily charter rate.

	Quantity of Full Charter Days	Daily Charter Rate	Vessel Bid Amount
Sampling Days	8	\$ _____	\$ _____
Mobilization Day	1	\$2,000 *	\$ _____
Demobilization Day	1	\$2,000 *	\$ _____
Port Call Day (if necessary)	1	\$1,500 *	\$ _____
Optional Charter Days Additional sampling days continued beyond the initial 8 days proposed		\$ _____	\$ _____

Name of Vessel: _____

Authorized signature: _____

Printed Name: _____

“*” Amount PSMFC will pay up to for Mobilization, Demobilization, and Port Call Days.

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 _____

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 2013 Oregon Commercial Fishing Boat License? Yes / No

Does your vessel have a 2013 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 _____

Trawl and Codend Specifics

Is your codend a two-seam or four-seam codend? 2-seam / 4-seam

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

What is the mesh size (stretched measurement between-knots) of your codend? _____

What is the mesh shape orientation of your codend (e.g. diamond mesh, knotless square mesh, T90, etc.)? _____

Is your trawl a two-seam or four-seam trawl? 2-seam / 4-seam

Is there anything additional you would like us to know about your trawl or codend?

Wheelhouse Electronics, Space, and Layout

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

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

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 of 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/Gear & Location Responsibilities Specialized Experience

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

(One sheet each for Captain and each crew member)

NAME _____

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

5.4. 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

Comments: _____

5.5. VESSEL AVAILABILITY

The timeline to complete this research project is 15 April to 31 July 2013. 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/NMFS, evidencing all required insurances. The Certificate shall also comply with the Subrogation Waiver Provision and forward actual endorsements from the contractor's insurance carriers evidencing required coverage amendments.
- 2) Renewal/Cancellation. The respective Insurance Carriers and the Certificate of Insurance shall allow for a minimum of 30 days written notice of cancellation, non-renewal or reduction or required coverage's before the expiration date thereof and the Certificate shall delete the word(s) "endeavor" and the last two lines of a standard Accord Certificate ("But failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives"). Renewal Certificates evidencing the same shall be received 10 days prior to the expiration of the coverage's so evidenced. The Certified evidencing all requirements herein and any reduction of required coverage's or cancellation shall be sent to **Rick Masters, PSMFC, 205 SE Spokane Street, Suite 100, Portland, OR 97202 Phone: (503) 595-3100 Fax: (503) 595-3232.**
- 3) Sufficiency of Insurance. The insurance limits or coverage's required by PSMFC are not represented as being sufficient to fully protect the Contractor. Contractor is advised and responsible to determine his own adequate coverage sot limits.
- 4) Qualifications. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of the exposure.