

# **Request for Proposals**

## **Joint Survey of Pelagic and Demersal Habitats**



**Actual issue date: April 4, 2014**

**Schedule/Instruction/Provisions/Clauses**

**DEADLINE FOR SUBMISSIONS:  
April 25, 2014**

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## **Section 1: PROPOSED SCHEDULE**

### **YOY Groundfish Project**

April 4, 2014	RFP distributed
April 11, 2014	Deadline for written questions on RFP Questions should be directed to: Matthew Yergey PSMFC 2032 SE OSU Drive Newport, OR 97365 Email- myergey@psmfc.org Phone- (541) 867-0543
April 18, 2014	PSMFC distributes responses to written questions
April 25, 2014	Deadline for all proposals One (1) original to: Pacific States Marine Fisheries Commission Attn: Jim Benante 2725 Montlake Blvd. E Seattle, WA 98112 Email: jimbenante@psmfc.org (206) 860-6794      FAX: (206) 860-3394
May 2, 2014	Select Contractors
TBD	Post award meeting
May 2014	Project begins with mobilization in Newport, OR
TBD	Post project debriefing

## **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**

2.1.1 Pacific States Marine Fisheries Commission (PSMFC) intends to charter one vessel to participate in a fisheries research project investigating both the nearshore and the offshore habitats of fish and their food resources off the Oregon coast. The project will be in collaboration with the National Marine Fisheries Service (NMFS) employees from the Northwest Fisheries Science Center (NWFSC) and Oregon State University.

2.1.2 The timeline for the project will be in two phases, Phase 1 will be approximately from May 2014 to August 2014, and Phase 2 will be approximately from August 2014 to August 2015. These dates are subject to change based upon weather, logistical, or other contingencies. Mobilization and demobilization for the charter will be conducted in Newport, OR. The mobilization time frame is necessary for completing the following tasks: (1) loading gear (2) setting up electronics (3) orientating the scientific crew with the vessel (3) safety orientation. The demobilization time frame will include cleaning, unloading, and packing any scientific gear brought aboard the vessel for the project. If possible mobilization and/or demobilization may occur the day prior to or the following research trips. In addition, storing some gear on the vessel between trips may occur if the vessel and scientific crew agree to this.

2.1.3 Phase 1: the Contractor agrees to furnish a vessel, crew, fuel, and gear necessary for sampling between 15 and 150 fm (1 - 20 nautical miles offshore) in the Pacific Ocean for young-of-the-year groundfish using a seven-foot video beam trawl system. The average sampling day is 10 hours in duration port-to-port. The Captain and crew for the selected vessel will support the scientific party in the deployment and retrieval of a beam trawl and rough sorting of the samples while at sea. Section 3.4 describes this gear.

2.1.4 Phase 2: the Contractor agrees to furnish a vessel, crew, fuel, and gear necessary for up to 48-hour operations from 1 to 85 nautical miles offshore in the Pacific Ocean. There will be 8 24-hour cruises and 4 (quarterly) 48-hour cruises. The 24-hour sampling will entail beam trawl sampling as in Phase 1 during daylight hours, and plankton sampling during nighttime hours. The 24-hour cruises will extend to 25 nautical miles from shore. 48-hour cruises will entail the same work as the 24-hour cruise, with extended plankton sampling out to 85 nautical miles from shore. The Captain and crew for the selected vessel will support the

scientific party in the deployment and retrieval of a beam trawl, plankton nets, and conductivity-temperature-depth sensor. Section 3.4 describes these gears.

- 2.1.5 The beam trawl weighs approximately 200 lbs. The beam trawl will be deployed from the vessel's stern and will remain attached to the vessel via 182 meters of 5/16" diameter spectra line (provided), and extended by a cable (minimum diam. 1/4") and winch system provided by the vessel. Vessel speeds of approximately 1-1/4 knots generally provide optimal sampling conditions. The typical scope used is 4:1 so a total of 1,018 meters of wire (1,018 m. wire + 182 m. spectra = 1,200 m. total) will be needed to reach the bottom at the deepest depth. When the beam trawl is not in use, it will be stored on deck. In addition, the vessel chosen must provide adequate power supply and space for electronic equipment either in the galley or wheelhouse. Whether or not the vessel provides the towing warp is vessel rigging dependent.
- 2.1.6 At each station, a vertical plankton net (200 µm mesh, 50 cm diameter) will be towed through the upper 100 m of the water column. The contents of the net will be preserved in formalin and brought back to the laboratory for later analysis of the species composition.
- 2.1.7 Similarly, a sample will be collected with a bongo net (333 µm mesh, 60 cm diameter) for krill and fish larvae. The bongo net is towed obliquely in the upper 100 m of the water column at a vessel speed of 2 kts.
- 2.1.8 Water samples will be collected for chlorophyll analysis. Bongo samples will be collected both by day and by night on both the out- and back- legs of each cruise.
- 2.1.9 A neuston net will be deployed at each station for sampling the near-surface ichthyoplankton assemblage. Some species, such as sablefish, are highly surface oriented and often under-sampled by traditional nets.
- 2.1.10 The vessels' crew, in cooperation with the scientific party, will systematically set and retrieve the sampling gear in locations specified by the Chief Scientist. The project will occur primarily along the NH-Line across the central Oregon shelf (44.67°N) with efforts focused on working with an existing zooplankton survey. The number of stations sampled will be determined by several factors: (1) weather, (2) cost, (3) vessel cruising speed, and (4) other logistical concerns. The captain and crew should be available during all scientific operations.

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

- 2.2.1 The pelagic environment offshore of the continental shelf beyond the coastal upwelling zone is a key habitat for juvenile stages of many fish species, including several commercially important species such as sablefish, rockfishes, flatfishes, and small pelagic forage species (northern anchovy, sardines) as well as ecologically important mesopelagic species such as krill and myctophids (Auth

2009, Phillips et al. 2009). The juvenile (larval) stage for many species is a critical time, as mortality rates are often at a maximum, and survival is highly dependent upon having an adequate physical environment and an abundance of available food resources. Unfortunately, little information is available on the dynamics of their environment. Juvenile fishes are susceptible to seasonal and interannual variability of the physical properties (i.e. temperature, salinity), and especially the abundance and composition of lower trophic level organisms (plankton and krill) upon which they feed. For example, it is known, based on data from a long-term survey of the continental shelf waters off Newport, Oregon, that the plankton community varies seasonally and inter-annually and that the composition of that community relates directly to the success of fish species, including salmon, sardines and sablefish.

- 2.2.2 In addition to offshore areas, nearshore areas in the Pacific Northwest are of concern because they are known to act as nursery habitat for a variety of juvenile groundfish species, and have seen an increase in periods of low dissolved oxygen over the past 50 years (Pierce et al. 2012). In addition, an increase in non-fishing use, and the marine spatial planning that goes with it, calls for a greater understanding of these nursery areas. This is exemplified by the fact that the study area has been selected as a Pacific Northwest wave energy test bed facility (Boehlert et al. 2008, Brekken et al. 2009). In addition, an adjacent site, the Newport South Energy Test Site (SETS) will serve as the utility-scale wave energy test facility for the US, and is expected to be available for device testing in 2016 (<http://nmmrec.oregonstate.edu/>).
- 2.2.3 The NOAA NMFS Northwest Fisheries Science Center (NWFSC) conducts a comprehensive groundfish bottom trawl survey encompassing the U.S. west coast between the borders with Canada and Mexico (Keller et al. 2008) at water depths of 50 – 1280m. This survey was not designed to quantitatively sample the young-of-the-year (YOY) life history stage. Limited research has been conducted on YOY groundfishes off Oregon since the pioneering work during the late 1970s and early 1980s (e.g., Oregon Sea Grant 1977, Hogue and Carey 1982, Krygier and Percy 1986). A recent Oregon Sea Grant funded project on the effects of hypoxia on pelagic larval and benthic juvenile groundfishes has allowed for sampling in nearshore waters (30 – 80m) during the summer months, but there has been no systematic seasonal sampling across the entire continental shelf since the early 1980s.

2.2.4 Since 1996, the Estuarine and Ocean Ecology Program at the NWFSC has conducted biweekly hydrography and plankton cruises along the Newport Hydrographic Line (NH-Line) across the central Oregon shelf (44.67°N) (e.g., Peterson and Keister 2003, Peterson 2009). On each cruise, hydrographic measurements and zooplankton/ichthyoplankton samples are collected at stations ranging from 1 to 25 miles from shore (Figure 1).

The proposed project aims to examine both the nearshore and the offshore habitats of fish and their food resources off the Oregon coast. For the current project, the NWFSC will continue to conduct a fishing vessel-based survey of YOY groundfishes along the NH-Line along with the plankton and physical oceanography sampling program. Regular nearshore sampling will be coupled with quarterly offshore sampling to provide data on the entire shelf-slope habitat. The proposed project will provide valuable information on the status of pelagic habitat relevant to early life history stages of many commercially and ecologically important species. Further, the project will build upon a long-term data set critical for detecting trends over time scales relevant to climate variability.

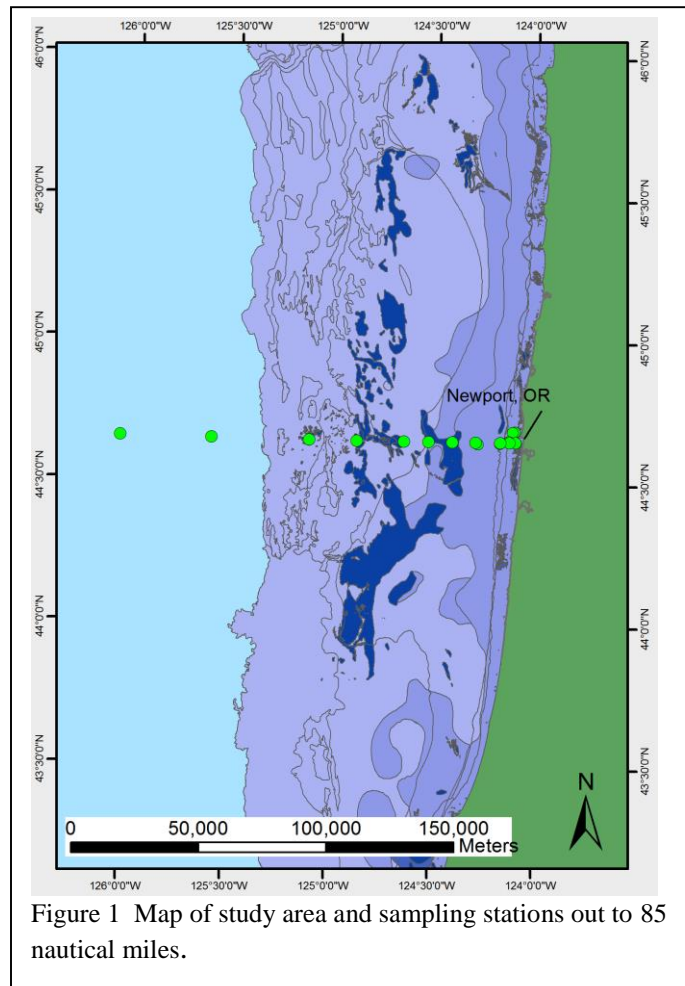


Figure 1 Map of study area and sampling stations out to 85 nautical miles.

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## **2.3 PROJECT DESCRIPTION**

2.3.1 The work will be done monthly in Phase 1 and conducted at inshore stations 8 times at regular intervals throughout the year, with quarterly offshore trips in Phase 2. Nearshore sampling will go along the NH Line from 1- 25 nautical miles from shore for plankton and hydrographic data collection, and beam trawl samples will be collected at Moolack Beach stations at water depths of 30 and 40m (MB-30m and MB-40m) and then continue on the Newport Hydrographic Line at NH-3 (~50m) NH-5 (~60m), NH-10 (~80m), and a station to the north of Stone Wall Bank acting as an analogue for NH-15 (~100m). Offshore sampling will occur on a quarterly basis in February, May, August and November. Samples will be collected at stations spread along the Newport Hydrographic (NH) Line from continuing the nearshore collections out to 85 nautical miles from shore.

2.3.2 Biology - At each station, a vertical plankton net (200 µm mesh, 50 cm diameter) will be towed through the upper 100 m of the water column. The contents of the net will be preserved in formalin and brought back to the laboratory for later analysis of the species composition.



- 2.3.3 Similarly, a sample will be collected with a bongo net (333  $\mu\text{m}$  mesh, 60 cm diameter) for krill and fish larvae. The bongo net is towed obliquely in the upper 100 m of the water column at a vessel speed of 2 kts. Water samples will be collected. Bongo samples will be collected both by day and by night on both the out- and back- legs of each cruise. A neuston net will also be deployed.
- 2.3.4 Juvenile fish will be collected with a 2-m wide x 0.5-m high video beam trawl system. The beam trawl net is constructed of shrimp trawl webbing and lined throughout with a 3mm mesh liner.
- 2.3.5 Hydrography – A Conductivity-Temperature-Depth sensor (CTD; SeaBird Electronics SBE-25) will be deployed at each station to gather temperature, salinity, dissolved oxygen and chlorophyll fluorescence profiles. The CTD will be deployed to within 5 m of the bottom, down to 500 m maximum. Most intermediate-sized fishing vessels operating off Oregon do not have enough wire to deploy instruments to 500 m. We have a portable winch with 600 m of hydrographic wire that is designed (and has been used) for safe installation on commercial fishing vessels.
- 2.3.6 Precise cruise dates will be somewhat flexible given sampling, weather, logistical, and personal constraints. The project will consist of approximately 19 (3 Phase 1, 16 Phase 2) sampling days with potentially additional days for mobilization, demobilization, and/or weather.
- 2.3.7 The port for mobilization/demobilization shall be Newport, OR. The specific location for mobilization shall be determined by the Chief Scientist in consultation with the Captain and should be selected to facilitate all necessary tasks and expedite the start of the research charter(s).
- 2.3.8 The sampling stations for each charter will be predetermined and outlined in the Project Design that will be presented to the vessel captain before embarking on the cruise. In most cases a variety of factors will influence the cruise plan. It is common for the Chief Scientist and captain to consult about alterations to the cruise plan.

## **2.4 PROPOSED SAMPLING SCHEDULE:**

- 2.4.1 The exact dates and total number of days on which sampling will take place shall be subject to joint determination by PSMFC and the Contractor, within the following limitations: (1) No more than 19 sampling days will be conducted. 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 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) when the limit of compensable sampling days has been reached.

- 2.4.2 For the 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 may elect to terminate the cruise and return to port. Alternatively, PSMFC and the Contractor may jointly elect to suspend sampling operations and wait for conditions to improve. 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 this agreement. Partial payment may be made at the sole discretion of PSMFC.
- 2.4.3 At the end of each sampling day, the vessel(s) will return to Newport, OR.

## **2.5 VESSEL REQUIREMENTS**

- 2.5.1 The vessel must be at least 60 feet in registered length. It must be seaworthy and suitable for beam trawl sampling in the area mentioned above (2.3.1) during all months of the year.
- 2.5.2 The vessel must have, or be able to accommodate, a cable and winch system(s) capable of safely deploying an oceanographic sensor package (“CTD”) vertically to a depth of 900’ (150 fathoms) and towing a video camera beam trawl system to the same depth at a 4:1 scope. A section of spectra line will be used between the beam trawl and cable to avoid having the cable drag on the seafloor ahead of the beam trawl. The winch must have sufficient speed control to be able to maintain slow and steady deployment and retrieval of trawls and nets at rates around 100 ft. per minute (30 m per minute).
- 2.5.3 The vessel will be capable of deploying and towing a beam trawl from the vessel’s stern at a speed of approximately 1¼ knots.
- 2.5.4 The vessel must have an echo-sounder(s) capable of sensing bottom in 200 fathoms of water.
- 2.5.5 The vessel shall be an active commercial fishing vessel with approximately 120 square feet of back deck space. Sufficient deck area is needed to safely deploy and operate the beam trawl and to permit scientific crew to properly work up the catch.
- 2.5.6 The vessel must be equipped with auxiliary electrical and hydraulic generators, radar, depth sounder, 2 GPS navigation systems, VHF radio suitable for contact with shore stations, and a navigational plotter. Preference will be given to vessels with single sideband radios.
- 2.5.7 Communications costs such as use of cellular phones, FAX, or Telex to conduct official project business will be reimbursed to the vessel.

- 2.5.8 The vessel must have clean and sanitary living conditions and adequate space for up to five scientific crew during a 10-24 hour work day (men and women). This includes, but is not limited to, adequate galley to prepare 3 meals during a work day. In addition, sufficient stowage for personal items such as clothes must be provided for the scientific crew. We understand operating commercial fishing vessels may not have adequate bunk facilities for such a large scientific crew, and as such “hot bunking” is acceptable
- 2.5.9 The vessel must have at least one head. 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 use by up to a five-person scientific crew and four-person vessel crew.
- 2.5.11 The vessel must have work spaces and berthing spaces that are adequately ventilated and free from excessive engine noise, tobacco smoke, and hydrocarbon fumes.
- 2.5.12 The vessel must provide a seawater deck-hose for cleaning sampling gear. Preferably, a garden hose with nozzle. The on/off switch or control valve should be readily accessible from the working deck.
- 2.5.13 The vessel must have adequate deck lighting to support nighttime deployments and sample work ups on the back deck. Lighting from several angles to reduce shadows is desired.
- 2.5.14 The vessel and/or crew must have been actively used for commercial fishing in the past six months.

## **2.6 CREW REQUIREMENTS**

- 2.6.1 The crew shall consist of a Captain, a First Mate capable and experienced at operating the vessel, and a minimum of two, preferably 3, deckhands. In addition to the normal duties reserved for the deckhands, one or more of the deckhands will also accomplish the responsibilities of engineer.
- 2.6.2 The Captain shall have a minimum of five (5) years of fishing experience as master of a comparable-sized vessel in Pacific coastal waters.
- 2.6.3 The Captain shall be competent in the use of modern navigational and fish-detecting equipment.
- 2.6.4 The First Mate shall have a minimum of five (5) years of fishing experience as master of a comparable-sized vessel in Pacific coastal waters.
- 2.6.5 The First Mate shall be competent in the use of modern navigational and fish-detecting equipment
- 2.6.6 The deckhand(s) undertaking the responsibilities of cook or engineer shall have a minimum of two (2) years experience.
- 2.6.7 Captains and deckhands with previous research experience are highly desirable, though not required.
- 2.6.8 The vessel crew will work with the scientific crew to ensure proper maintenance and stowage of the sampling gear between sampling stations and at the end of the day.

## **2.7 SCIENTIFIC CREW**

- 2.7.1 The scientific crew shall consist of up to five individuals and may include women.
- 2.7.2 One scientist will be designated Chief Scientist. That person will be responsible for implementation of the Cruise Plan, compliance with charter terms, disposition of catches, and the conduct and performance of scientific crew about the vessel.

## **2.8 OPERATING PROCEDURES**

- 2.8.1 The Contractor shall provide a minimum of two (2) nutritionally balanced meals each charter day. After 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 work and the time required by the cook to prepare meals. The vessel will provide meals for the scientific crew during all sampling days.

- 2.8.2 Work day length and hours will be determined by the Chief Scientist in consultation with the Captain. The length of working days will range from 10 to 24 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 USCG Navigational Rules of the Road) at night while the vessel transits to the next station, drifts, lies at anchor, or runs to the first sampling station early in the morning.
- 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 crew will perform all operations connected with fishing operations including deploying and retrieving the beam trawl, plankton nets, and conductivity-temperature-depth sensor, as well as assisting with the rough sorting of the beam trawl samples.
- 2.8.5 The Captain may be asked to help keep navigational, operational, and/or biological records.

## **2.9 CONTRACTOR'S RESPONSIBILITIES**

- 2.9.1 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) plus that which is not specifically named but is necessary to the safe and continued operation of the charter.
- 2.9.2 The Contractor will supply all fuel, lubricants, filters, or other engine room supplies, not specifically included under "Scientist's Responsibilities": as described in Section 2.10 of this section below.
- 2.9.3 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 during the course of the charter.

- 2.9.4 The Contractor will provide Coast Guard-approved safety gear such as personal flotation devices for all members of the crew required under current USCG safety regulations based on the locations of this research cruise.
- 2.9.5 All fish and shellfish taken are the property of the Government and considered research catch. All prohibited species will be promptly and carefully returned to the sea.
- 2.9.6 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.
- 2.9.7 During mobilization and demobilization operations at the beginning and end of each charter and during port calls, Contractor will pay fees for vessel moorage. These will be on a cost reimbursable basis.
- 2.9.8 The vessel crew will assist with mobilization/demobilization for each cruise. This will include loading and unloading gear, placing sensors on the vessels exterior, preparing the sampling gear, securing gear to the deck, etc.
- 2.9.9 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.
- 2.9.10 Contractor shall procure fuel for the vessel and ice for the hold if requested, which are cost reimbursable.

## **2.10 SCIENTISTS' RESPONSIBILITIES**

- 2.10.1 Scientists will furnish their own survival suits.
- 2.10.2 PSMFC and/or NMFS will furnish all necessary documentation needed to authorize research sampling activities in all concerned State and Federal jurisdictions.
- 2.10.3 Scientific crew will provide personal bedding, towels, and personal items.
- 2.10.4 The scientific crew will provide a heavy-duty fish sorting table to facilitate sorting the catch.
- 2.10.5 The scientific crew will wear PFD's while working on deck.

## **2.11 SAFETY**

- 2.11.1 The vessel Captain is responsible for all matters relating to the safety of all crew, the vessel, and equipment operation. The Captain will adhere at all times to Navigational Rules and 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 CG 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.
- 2.11.2 The Contractor shall provide USCG approved life jackets for all vessel crew members. The scientific crew members will provide their own life vests.
- 2.11.3 The contractor shall provided a USCG approved self inflating covered life raft(s) with a total capacity adequate for all scientific and vessel crew (up to 10 persons on a full trip).
- 2.11.4 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.
- 2.11.5 A Category I EPIRB (Emergency Position Indicating Radio Beacon) must be affixed to the exterior of the vessel in a manner approved by the U.S. Coast Guard.
- 2.11.6 PSMFC/NMFS will provide a first-aid kit.
- 2.11.7 Before leaving the dock to commence sampling operations or when any crew change occurs, the vessel captain will provide a safety orientation to the scientific crew. This orientation will include: explanation of the vessel's station bill; tour of the vessel's safety gear; what to do in the case of man overboard, fire, or the vessel taking on water; and, basic introduction to the use of the vessel's navigational and communication electronics.

## **2.12 U.S. COAST GUARD SAFETY DECAL**

- 2.12.1 Vessels 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.

## **2.13 POST-AWARD AND POST-PROJECT MEETINGS**

- 2.13.1 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.
- 2.13.2 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.

## **2.14 EXECUTION OF CONTRACT**

- 2.14.1 The Contractor hereby agrees to execute the Cruise Plan and 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 OFFERORS**

### **3.1 DEFINITIONS**

As used in this provision-

- 3.1.1 “Contractor” is defined as the owner of a vessel selected to take part in this project.
- 3.1.2 “Captain” is defined as the master or primary vessel operator who will have the 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 thereof 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 in 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 installation of scientific furnished equipment, gear, stores, food supplies, etc.



- 3.1.8 “Demobilization days” are those days immediately succeeding scientific operations required for unloading or removal of scientific furnished equipment, stores, gear, etc.
- 3.1.9 “Port call days” are those days that will be spent in port in the interim between the two five-day sampling legs. It is anticipated that each vessel will have two 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 sampling stations.
- 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 FUEL**

- 3.2.1 Fuel will be cost reimbursable. Contractor will be required to provide documentation of fuel use in the form of receipts to be eligible for reimbursement.

## **3.3 ICE**

- 3.3.1 Ice used for retaining samples will be cost reimbursable. The Contractor will make arrangements to take ice prior to or on the way out of port at the beginning of the charter period.

## **3.4 MOORAGE**

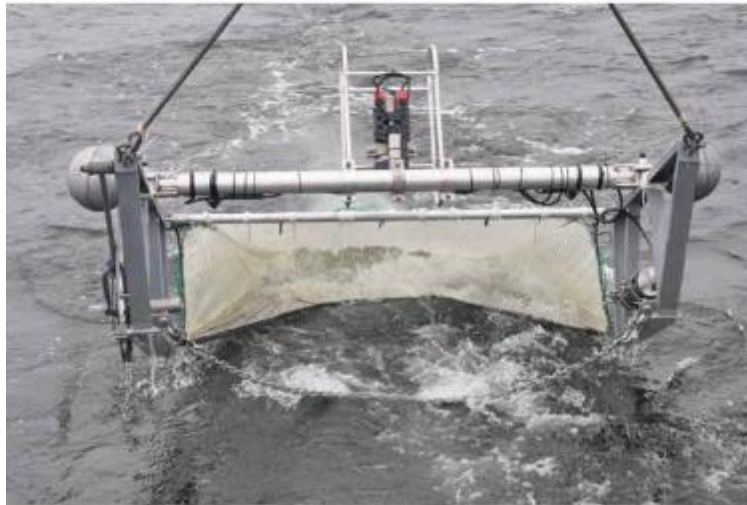
- 3.4.1 Moorage will be cost reimbursable. Contractors will be required to provide documentation of moorage use in the form of receipts to be eligible for reimbursement.

## **3.5 GEAR**

- 3.5.1 The beam trawl sampling gear will consist of the following set up:

A seven-foot-wide x 2-foot-high video beam trawl system. The beam trawl net is constructed of shrimp trawl webbing and lined throughout with a 3mm mesh liner. The beam trawl frame is equipped with odometer wheels that accurately measures distance sampled. A high-definition video camera system equipped with scaling lasers provides a video image of the seafloor and associated fauna

just forward of the beam trawl's tickler chain. The beam trawl weighs approximately 200 lbs.



- 3.5.2 The plankton gear consists of a “vertical net” and a “bongo net”. The vertical net has a circular mouth opening of 50 cm (20 in.) and has a 2.5 m (8’) long fine mesh net and bridle attached. A 60 lb weight is attached to the bottom of the bridle to keep the net vertical in the water. The net and bridle weigh about 15 lbs. The bongo net consists of a pair of circular metal rings attached side-by-side. The rings are 60 cm (2’) in diameter. A 3 m (10’) fine mesh net is attached to each of the rings and a 60 lb weight is suspended below it to maintain proper towing depth and angle. The bongo net and frame weight 50 lbs.



3.5.3 The CTD is a SBE 19 Plus that is housed in a protective stainless steel cage. The CTD unit weighs approximately 55 lbs. In addition, a 5-10 lbs. cannonball is typically attached with a breakaway to the bottom of the cage. See the photo below.



### 3.6 QUESTIONS

- 3.6.1 Written questions regarding this RFP will be accepted until April 11, 2014. Questions submitted after this deadline will not be accepted. Questions will be accepted via email, fax, or standard mail. Email is the preferred method. Questions should be addressed to:

Matthew Yergey  
PSMFC  
2032 SE OSU Drive  
Newport, OR 97365  
Email- [myergey@psmfc.org](mailto:myergey@psmfc.org)  
Phone- (541) 867-0543

- 3.6.2 PSMFC will post questions and answers on our web site <http://www.psmfc.org/procurements/blog> and will distribute via email as a default unless another format is requested.

### **3.7 AMENDMENTS TO SOLICITATIONS**

- 3.7.1 If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

### **3.8 SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS**

- 3.8.1 Deadline for proposals is April 25, 2014.

- 3.8.2 Proposals are to be submitted to:

Pacific States Marine Fisheries Commission  
Attn: Jim Benante  
**jimb@psmfc.org**  
2725 Montlake Blvd. E  
Seattle, WA 98112  
Fax: (206) 860-3394

- 3.8.3 Email submission of proposals is the proffered method of transmission. Proposals submitted via Mail or facsimile are acceptable.

- 3.8.4 The proposal must show:

3.8.4.1 The name of the solicitation;

3.8.4.2 The name, address, email, and telephone numbers of the offeror;

3.8.4.3 Names, titles, telephone numbers, and email (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the PSMFC in connection with this solicitation;

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

- 3.8.5 References, to include the following information on all similar contracts performed in the last two years, or the last five (5) similar contracts performed:

Name of customer  
Addresses of Customer  
Point of Contact at Customer Organization  
Telephone Number of Point of Contact

Brief Description of the Project  
Contract Value

- 3.8.6 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.
- 3.8.7 Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach PSMFC by 3:00 p.m., local time, on April 25, 2014.
- 3.8.8 Late proposals:
- 3.8.8.1 Any proposal, modification, or revision received at the PSMFC office designated in the solicitation after the exact time specified for receipt of 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
- 3.8.8.2 There is acceptable evidence to establish that it was received at the PSMFC installation designated for receipt of offers and was under the PSMFC's control prior to the time set for receipt of offers; or
- 3.8.8.3 It is the only proposal received.
- 3.8.8.4 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.
- 3.8.8.5 Acceptable evidence to establish the 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.
- 3.8.8.6 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.
- 3.8.9 Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision 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.

- 3.8.10 Offerors shall submit proposals in response to this solicitation in English and in U.S. dollars.
- 3.8.11 Offerors 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.
- 3.8.12 Offerors may submit revised proposals only if requested or allowed by the Program Manager.
- 3.8.13 Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Program Manager.
- 3.8.14 All fields of proposals must be filled out. For example, if there is not any information about crewmembers fishing experience then no points will be awarded for this category. Without detailed information about the vessel, captain, and crew the review team will be unable to score those areas and the proposals will likely not be competitive.

### **3.9 OFFER EXPIRATION DATE**

- 3.9.1 Proposals in response to this solicitation will be valid for 90 days following the time specified for solicitation of offers (unless a different period is proposed by the offeror).

### **3.10 RESTRICTION ON DISCLOSURE AND USE OF INFORMATION**

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

- 3.10.1.1 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 or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

### **3.11 CONTRACT AWARD**

- 3.11.1 The PSMFC intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- 3.11.2 The PSMFC may reject any or all proposals if such action is in the PSMFC's interest.
- 3.11.3 The PSMFC may waive informalities and minor irregularities in proposals received.
- 3.11.4 The PSMFC intends to evaluate proposals and award a contract without discussions with offerors (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.
- 3.11.5 The PSMFC reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- 3.11.6 The PSMFC reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the PSMFC's best interest to do so.
- 3.11.7 Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the PSMFC.
- 3.11.8 The PSMFC may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing 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 balance poses an unacceptable risk to the PSMFC.



- 3.11.9 If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- 3.11.10 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.
- 3.11.11 The PSMFC may disclose the following information in post award debriefings to other offerors:
- 3.11.11.1 The overall evaluated cost or price and technical rating of the successful offeror;
- 3.11.11.2 The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
- 3.11.11.3 A summary of the rationale for award.

### **3.12 PROPOSAL EVALUATION CRITERIA**

- 3.12.1 The following criteria and evaluation weightings will be used for evaluating both solicited and unsolicited proposals:
- Vessel Characteristics (40 Points);
    - Vessel size, engines, horsepower, fishing depth capability, cruising speed, etc.
    - Deck configuration (ability to accommodate the scientific equipment in this RFP and sampling needs of the scientific crew)
    - Wheelhouse electronics, space, and layout
    - Beam trawl deployment and retrieval winches
    - Communication equipment
  - Vessel/Captain Crew's Fishing Experience and History (25 Points);
  - Other Desirable Characteristics (10 Points)
    - Safety Equipment
    - Stability Report
    - Crewmember with formal survival and firefighting training
    - Crewmember with certified first aid and EMT
    - Deck Lighting
    - Freezer, ice hold, or other on-board fish storage
  - Past Performance during research charters (25 points)
  - Costs: Those proposals that meet or exceed technical requirements will be ranked according to technical merit and ranked by cost. The proposal with the best overall combination of technical merit and cost will be selected.

### **3.13 PROPOSAL SELECTION PROCEDURE**

- 3.13.1 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 to score each criterion as a group and make a final decision on which proposals to fund.

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

Provide vessel, captain, and crew, for a charter to conduct a joint survey of pelagic and demersal habitats, in accordance with all terms and conditions of this solicitation and/or subsequent contract. The project will run from approximately May 2014 through August 2015, depending on weather, transit and other constraints. The vessel will be “on charter” for approximately 19 days. Charters will begin Newport, OR. Further details are contained in the Statement of Work. The prices below shall include all costs of charter, i.e., vessel, crew, and equipment, except those items specifically identified as being provided by the scientists. Costs of fuel, bait, and 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.

**2014 Charter Costs**

	Estimated quantity per charter	Per day cost
Phase 1 Sampling (~10 hours)	3 Days	_____
Phase 2 Sampling (24 hours)	8 Days	_____
Phase 2 Off-shore Sampling (48 hours)	4 Trips (8 days)	_____
Bad Weather/Transit Days	2 Days	_____
Mobilization/Demobilization	2 Days	_____
Optional Days Additional sampling days continuing beyond the initial 19 Days proposed		_____

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

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Although fuel will be a cost reimbursable item, the fuel consumption of your vessel needs to be taken into account when evaluating proposals for cost. Please provide an estimated daily fuel consumption in gallons that your vessel is expected to consume over a 24 hour period when fishing for 8 hours, cruising for an additional 8 hours, and anchored or drifting with generator running for 8 hours. Offeror’s estimate will be adjusted for cost realism and used to calculate the estimated daily cost of fuel. This amount will be added to the charter cost to arrive at the dollar value that will be used in evaluating offers for award.

Estimated Average Fuel Consumption Per Day: \_\_\_\_\_ Gallons

## Section 5: ATTACHMENTS

Please fill out forms with detailed information. When information is left blank or insufficient information is provided to effectively evaluate the section, then no points will awarded.

### 1. GENERAL VESSEL CHARACTERISTICS

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

Vessel Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Hull Type \_\_\_\_\_ Year Built \_\_\_\_\_

Vessel Length (LOA) \_\_\_\_\_ (ft) Draft \_\_\_\_\_ (ft)

Beam \_\_\_\_\_ (ft)

Fuel Capacity \_\_\_\_\_ (gal)

Cruising Speed \_\_\_\_\_ (kts)

#### 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 2014 Commercial Fishing Boat License? Yes / No

### 2. SAFETY EQUIPMENT

Life Raft Type: \_\_\_\_\_

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

EPIRB: No. \_\_\_\_\_ Class \_\_\_\_\_ EPIRB Battery Expiration \_\_\_\_\_

US Coast Guard Safety Certificate of Inspection Expiration Date  
\_\_\_\_\_

Number of PFDs: \_\_\_\_\_

Number of life rings: \_\_\_\_\_

Stability Letter/Report Attached: Yes \_\_\_ No \_\_\_

Other Safety Features (i.e. alarms, fire fighting system, emergency communications, etc.):  
\_\_\_\_\_  
\_\_\_\_\_

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### **3. COMMUNICATION AND NAVIGATIONAL EQUIPMENT**

#### **Radios/Communication Equipment:**

Satellite Phone Yes/No

Satellite Telephone No.: \_\_\_\_\_

VHF:  
Number \_\_\_\_\_

SSB Yes/No

Cellular Telephone (if present on vessel)

Cellular Telephone No.: \_\_\_\_\_

#### **GPS**

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

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

**Nautical Charts for Project Area?** Yes\_\_\_\_ No \_\_\_\_

**Plotter:**

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

**Radar Yes/No**

**Depth Sounder:**

Mfg. \_\_\_\_\_ Model \_\_\_\_\_ Range \_\_\_\_\_ Freq. \_\_\_\_\_

Mfg. \_\_\_\_\_ Model \_\_\_\_\_ Range \_\_\_\_\_ Freq. \_\_\_\_\_

**Describe any other wheelhouse electronics:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

Approximate clear deck area available for working samples \_\_\_\_\_ sq. ft.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is saltwater hose available on deck? Yes \_\_\_\_ No \_\_\_\_

**5. LIVING QUARTERS**

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



## 1. VESSEL CONFIGURATION

**By providing detailed information about the deck and deckhouse layouts the proposal will be scored fairly. If detailed information is missing or ineligible then proper scoring is difficult or impossible. Photos with descriptions can take the place of or supplement diagrams.**

Submit vessel blueprints or scale drawings that clearly show the locations and layout of the following contract requirements:

**Deck Layout:** proposed placement of sampling area, location of hatch coamings and other significant obstructions. Make note of potential mounting areas for the winch and/or A-frame.

**Deckhouse Layout:** berthing arrangements, galley arrangement, heads and showers, bridge layout, location of storage areas, and desk/counter area on bridge. **Please clearly indicate all 110 VAC receptacles.**

**Winches and cable:** description of winches and cables available to deploy, tow and retrieve the beam trawl and CTD.





3. **MASTER/CREW WORK EXPERIENCE**

(One sheet each for captain and each crew member.) **Please provide one sheet for each crew member and captain that will participate in the project.**

Name \_\_\_\_\_ Position \_\_\_\_\_

Dates            Vessel Name            Fishery Type (Target/Gear) & Location            Responsibilities            Specialized Experience

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4. **MASTER/CREW WORK EXPERIENCE**

(One sheet each for captain and each crew member.) **Please provide one sheet for each crew member and captain that will participate in the project.**

Name \_\_\_\_\_ Position \_\_\_\_\_

Dates            Vessel Name            Fishery Type (Target/Gear) & Location            Responsibilities            Specialized Experience

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5. **MASTER/CREW WORK EXPERIENCE**

(One sheet each for captain and each crew member.) **Please provide one sheet for each crew member and captain that will participate in the project.**

Name \_\_\_\_\_ Position \_\_\_\_\_

Dates            Vessel Name            Fishery Type (Target/Gear) & Location            Responsibilities            Specialized Experience

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6. **MASTER/CREW WORK EXPERIENCE**

(One sheet each for captain and each crew member.) **Please provide one sheet for each crew member and captain that will participate in the project.**

Name \_\_\_\_\_ Position \_\_\_\_\_

Dates            Vessel Name            Fishery Type (Target/Gear) & Location            Responsibilities            Specialized Experience

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7. **MASTER/CREW WORK EXPERIENCE**

(One sheet each for captain and each crew member.) **Please provide one sheet for each crew member and captain that will participate in the project.**

Name \_\_\_\_\_ Position \_\_\_\_\_

Dates            Vessel Name            Fishery Type (Target/Gear) & Location            Responsibilities            Specialized Experience

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8. **MASTER/CREW WORK EXPERIENCE**

(One sheet each for captain and each crew member.) **Please provide one sheet for each crew member and captain that will participate in the project.**

Name \_\_\_\_\_ Position \_\_\_\_\_

Dates            Vessel Name            Fishery Type (Target/Gear) & Location            Responsibilities            Specialized Experience

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9. **OFFEROR'S RESEACH EXPERIENCE**

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

RESEARCH EXPERIENCE: List below similar research or resource assessment activities (if any) which you have successfully performed in the past. **INCLUDE ANY LETTERS OR REPORTS OF WORK PERFORMANCE PROVIDED BY THE CONTRACTING AGENCY ON QUALITY OF WORK PERFORMED.**

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10. **DESIRABLE ITEMS FORM**

1) Stability report (attach if available)

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

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

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2) Crew member with formal survival and firefighter training

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

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

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3) Crew member certified first aid or Emergency Medical Technician training

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

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

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4) Freezer, ice hold, or other on-board fish storage

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

Description and specifications:\_\_\_\_\_

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5) Any additional comments to be considered when evaluating your proposal:

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**11. INDEMNITY AND INSURANCE**

**INDEMNIFICATION**

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 Maritime Employer's Liability, and Vessel Liability or equivalent Policy coverage, Contractor shall look solely to its insurance for recovery. Contractor shall hereby grant to PSMFC, its officers, agents, employees, boards, commissions, and cooperating 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 services of Contractor herein, a waiver of any right to subrogate which any such insurer of said Contractor may acquire against PSMFC its officers, agents, employees, boards, 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 form 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 day written notice of cancellation, non-renewal or reduction of 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 Certificate 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 PSMFS are not represented as being sufficient to fully protect the Contractor. Contractor is advised and responsible to determine his own adequate coverage or limits.
4. Qualifications. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of the exposure.