

**Request for Proposals**

**SERVICE SOLICITATION**

**Professional Services: WEST COAST GROUND FISH OBSERVER  
PROGRAM**



**ISSUE DATE: 07/03/2017**

**Schedule/Instruction/Provisions/Clauses**

**DEADLINE FOR SUBMISSIONS: 08/25/2017**

**Table of Contents**

**SECTION 1: PROPOSAL SCHEDULE ..... 3**

**SECTION 2: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT ..... 4**

    2.1 STATEMENT OF WORK/SPECIFICATIONS..... 4

*Background*..... 4

*Objectives of Observer Program* ..... 6

    2.2 SCOPE OF WORK..... 6

**SECTION 3: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS..... 11**

    3.1 DEFINITIONS..... 11

    3.2 PSMFC CONTACT ..... 11

    3.3 QUESTIONS ..... 11

    3.4 AMENDMENTS TO SOLICITATIONS ..... 11

    3.5 EXTENSION OF SOLICITATION ..... 12

    3.6 SUBMISSION, MODIFICATION, REVISION AND WITHDRAWAL OF  
        PROPOSALS ..... 12

    3.7 OFFER EXPIRATION DATE ..... 15

    3.8 RESTRICTION ON DISCLOSURE OF DATA ..... 15

    3.9 CONTRACT AWARD ..... 16

**SECTION 4: SPECIAL CONTRACT REQUIREMENTS ..... 18**

    4.0 ORGANIZATIONAL CONFLICT OF INTEREST..... 18

    4.1 INDEMNIFICATION / HOLD HARMLESS ..... 18

    4.2 INSURANCE COVERAGE ..... 19

    4.3 COST PRINCIPLES FOR COMMERCIAL ORGANIZATIONS..... 22

**SECTION 5: CONTRACT CLAUSES..... 23**

    52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)..... 23

    52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME  
        COMPENSATION (SEPT 2000) ..... 23

    52.222-26 EQUAL OPPORTUNITY (FEB 1999) ..... 24

    52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF  
        THE VIETNAM ERA (APR 1998) ..... 26

**SECTION 6: TABLES ..... 31**

**SECTION 7: PROPOSAL SCORING..... 35**

## SECTION 1: PROPOSAL SCHEDULE

07/03/2017	RFP distributed
07/28/2017	Deadline for written questions on RFP Please send questions via email to Michael Arredondo at <a href="mailto:michael@psmfc.org">michael@psmfc.org</a>
08/04/2017	PSMFC distributes responses to written questions
08/25/2007	Deadline for proposals Email submissions are preferred, but proposals may be faxed to:  Michael Arredondo Pacific States Marine Fisheries Commission <a href="mailto:michael@psmfc.org">michael@psmfc.org</a> (503) 595-3100 x3228 (503) 595-3444 fax
09/15/2017	Select contractor
March 2018	Observer Training Starts

## **SECTION 2: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **2.1 STATEMENT OF WORK/SPECIFICATIONS**

The contractor shall furnish the necessary personnel and services to perform the following Statement of Work/Specifications.

#### **Background**

The West Coast Groundfish Observer Program (WCGOP) began in 2001. PSMFC works collaboratively with NOAA Fisheries to train observers, devise sampling plans, notify vessels of their requirement to carry an observer, coordinate observer resources to meet coverage goals, develop and administer a means to store and transmit the data collected, implement QA/QC processes for the data collected, outfit observers with safety and sampling gear, debrief observers, and provide sound scientific analysis and bycatch estimation to support west coast groundfish stocks and protected species. Observer coverage goals are determined by fishery and geography. NOAA Fisheries determines the coverage levels based on the data needs of West Coast stock assessment authors and the Pacific Fishery Management Council needs. The number of observers PSMFC has requested in this RFP and their locations were determined to meet the coverage goals outlined below:

Limited Entry Fixed Gear Sablefish- 20-25%  
Open Access-5-10%  
California Halibut-5-10%  
Pink Shrimp-5-10%

The WCGOP collects coast wide, year round data on discards from a number of different fisheries that take and retain groundfish. In addition, observer coverage of the vessels participating in the Electronic Monitoring Exempted Fishing Permit (EM-EFP) and other EFPs may be supported as well to collect scientifically important data on these trips to support fisheries and/or protected species management and research. The coverage goal for the EM-EFP fleets is 25%. The number of observers requested in this RFP will cover any EFP or other coverage needs. Should additional observer needs arise PSMFC will work with the selected observer provider to meet these needs.

The WCGOP serves many purposes with regards to fisheries management and research that are the result of the deployment of observers to collect fishery-dependent data year-round and coast-wide for fisheries targeting groundfish or taking them incidentally off the west coast of the United States. These data are used to meet the Standardized Bycatch Reporting Methodology as specified in the groundfish Fishery Management Plan (FMP) by determining scientifically sound discard rates and estimates of total mortality for groundfish species as well as supporting management of protected species by collecting interactions data and implementing reasonable and prudent measures as specified in multiple NOAA Biological Opinions. The biological samples and data collected by observers from discarded catch are only readily available via at sea observers.

In January 2011 the limited entry trawl fleet and the shore based and at sea hake fleet transitioned to a Catch Shares management system. Most other groundfish fisheries that the WCGOP monitors are lumped into “non-catch share fisheries.” This RFP is focused on the “non-catch share” portion of the fisheries with a few exceptions such as the Catch Share EM monitoring for protected species. With the large number of groundfish species which are overfished and the fact these overfished species are part of mixed catches in highly variable numbers requires catch accounting at sea to quantify discard rates on a variety of groundfish vessels and fisheries. The WCGOP’s observers provide this at sea catch accounting for discards and biological sample collection of discarded fish

Before 2001 the groundfish fisheries were managed mainly through landed catch with limited data available to support the commonly used discard estimates. This approach required discard modeling with little to no actual discard data. Since the onset of the WCGOP in 2001 discard information has been collected by observers greatly improving the discard estimates by providing a sample of a percentage of the fleets discard rates by gear, area, and time. This data is used along with landing data to determine total mortality of the observed fisheries. PSMFC and NOAA Fisheries work collaboratively to create total mortality estimates along with a variety of other WCGOP data products, reports, data requests and other information to inform fisheries managers of the discard rates associated with a variety of fishery practices. The data collected by WCGOP observers has been a keystone in estimating discard rates and hence total mortality estimates of the groundfish fisheries. Continued observer coverage is necessary to maintain total mortality estimates attributable to the groundfish fisheries to be used in fisheries management decisions. In addition, a variety of biological samples are collected by observers. Also, data and samples are collected from protected species like seabirds, marine mammals, and sea turtles to monitor and document interactions with these species. Managers of the West Coast groundfish fishery need reliable information on discarded catch in order to assess and account for total fishing mortality and to evaluate the effectiveness of management measures, including rebuilding plans for depleted stocks.

The Pacific States Marine Fisheries Commission (PSMFC), in cooperation with NOAA Fisheries, wishes to obtain the services of approximately forty (40) at-sea fishery observers to work on vessels off the states of Washington, Oregon, and California. The vessels designated to carry observers will be selected by NOAA Fisheries, and will be required to carry those observers while fishing for groundfish during an assigned period. The observers will work at the direction of NOAA Fisheries field program coordinators. Observers will collect scientific, management, and other data through on-board interviews of vessel captains and crew, observations of fishing operations, measurements of selected portions of the catch and fishing gear, and collection of samples. While at sea and before the conclusion of each deployment, observers will follow the procedures detailed in the West Coast Groundfish Observer Manual to obtain data and collect samples. Observers will record data on appropriate forms or enter data electronically using a laptop computer provided by NOAA Fisheries or PSMFC. Observers will be debriefed approximately once every 2 months. The database will be used to prepare reports for use by state, commission, fishery management council, and federal fishery biologists and managers.

## **Objectives of Observer Program**

The general goal of this task is to provide timely information by gear, area, and season on activities undertaken by the groundfish fleet. The specific goals of this task and the activities undertaken by NOAA Fisheries are:

1. Improve management of groundfish by improving estimate of total catch, primarily through ongoing collection of information on at sea discarded catch which will complement shore side information on landed catch
2. Improve estimates of total catch of prohibited and protected species in the groundfish fishery
3. Improve management by collecting better biological and economic information from the groundfish fishery
4. Provide a timely and efficient system for collection, storage, analysis and communication of information

## **2.2 SCOPE OF WORK**

The contractor shall furnish the necessary personnel and services, and otherwise do all things necessary to perform the work and services called for in this Scope of Work. PSMFC and NOAA Fisheries believe that maintaining a stable pool of observers that experience a minimum of turnover will enhance data quality. Priority will be given to technical proposals designed to further this objective. During each year the contract is in effect, sampling by observers will be conducted over a 12-month period with some observers working year round and some working March through October. PSMFC will evaluate Contractor performance periodically at its discretion and in consultation with NOAA Fisheries. There will four option years on this award.

- a. Primary delivery and onsite performance locations will be at approximately 14 port-group locations along the Washington-Oregon-California coast (Table 1). Subject to Program coverage needs, the distribution of observers and port assignments described in Table 1 may change during the course of this contract. Observers are expected to be resident in the area, on call, and available to travel (generally via personal automobile) to meet vessels departing out of ports in their designated port group coverage area. At times less than 24 hours advance notice of departure will be available. At the direction of the Program's field coordinators, observers will sample on vessels using a wide variety of gear types (longline, pot, hook and line, shrimp trawl, etc.) and ranging from approximately 35 to 100 feet Length Overall(LOA). Observers will accompany their assigned vessel(s), and collect and transmit those data required by the West Coast Observer Manual and the sampling plan. Trip lengths may vary, but are generally expected to be about one to five days in length. Debriefing and mid-cruise check-ins by the Program's debriefers will occur at intervals determined by program staff, but are expected to be approximately every 2 months. At the discretion of the Program's debriefers, observers will periodically be directed to travel to designated locations for debriefing.
- b. Training: Observers are required to complete a 15-day training course in Newport, OR and must receive NOAA Fisheries approval before being deployed as a WCGOP observer.

Training takes place during business days only, and there will be homework assigned for the weekends.

- c. Briefing: Year round observers will complete a yearly briefing in Newport, OR which updates sampling methodologies and sea safety training. The yearly briefing is typically three days in length, but may require a day of travel on the front and back end of the briefing.
- d. Estimated work days: On a monthly basis, observers can expect to be sampling at sea approximately 10 to 20 days per month and to work five to seven days per month on shoreside tasks including, but not limited to, the following: entering and editing data, debriefing, performing safety reviews, program-related travel, and contacting vessels to be observed. Time spent performing these activities will be considered compensable work.
- e. Debriefing: Debriefing typically entails a one day meeting with the debriefer, but multiple day debriefings are possible based on the performance of the observer. Prior to meeting the debriefer the observer will have sent in their data to the debriefer and the debriefer will have checked it over and identified errors to be corrected and the observer will have corrected those errors.
- f. Communications: Observers must be available via cell phone 24/7 to accept trip notifications. In addition, observers will need access to an internet connection to perform data entry requirements. Data entry occurs at the completion of each trip and each trip must be completed in the database within 3 days of trip completion.
- g. Observer Tracking: A real time list of observer whereabouts is required. Program staff must be able to quickly identify which observers are out to sea or in port at any time. Offers must include a comprehensive plan to track observer whereabouts and allow program staff 24/7 access to this information. The information needed for any observer at sea include; vessel name, fishery vessel is participating in, departure port, departure time, estimated return date and time and anticipated return port.
- h. Observers must be compensated at levels at least equivalent to the current year Federal pay rate of a GS-5 Step 1, including pay for overtime in excess of 40 hours per week of work.
- i. Lead Observers: Lead observers assist with trip coordination, safety checks, and act as mentors to less experienced observers. Lead observers must possess 2 or more years observer experience, computer skills, conflict resolution skills, and excellent communication skills. Lead observers are expected to function as regular observers with added shore side duties. There may be times of lightened sea duty when lead observers are needed onshore to assist the program in meeting its goals. The WCGOP anticipates the need for 5 lead observers to cover the following locations:
  - 1. Oregon and Washington border ports
  - 2. Northern California area ports including Southern Oregon
  - 3. San Francisco and surrounding ports
  - 4. Morro Bay and surrounding ports
  - 5. Coos Bay and Newport Oregon and surrounding ports

- j. Observer Qualifications: All observers must meet the following standards:
1. A Bachelor's degree or higher from an accredited college or university with a major in one of the natural sciences.
  2. Successfully completed a minimum of 30 semester hours or equivalent in applicable biological sciences with extensive use of dichotomous keys in at least one course.
  3. Successfully completed at least one undergraduate course each in math and statistics with a minimum of 5 semester hours total for both.
  4. Computer skills that enable the candidate to work competently with standard database software and computer hardware.
  5. Physical/Medical Condition: A licensed physician must certify not more than 12 months prior to deployment that the observer candidate is physically capable of serving as an observer. Documentation must be provided to the program prior to the observer candidate's completion of training. Contractors will be required to maintain records of physical examinations, and to certify in writing that each candidate is physically fit for observer duty. Yearly physicals will be required for observers who are employed for more than a year consecutively.
  6. Successfully complete a Red Cross (or equivalent) basic cardiopulmonary resuscitation/first aid certification course prior to the end of the West Coast Groundfish Observer Program Training class.
  7. Communication Skills: Observer candidates must be able to clearly and concisely communicate verbally and in writing in English.
  8. Citizenship or ability to work legally in the U.S.: All observer candidates must be a U.S. citizen.
  9. Successful completion of a training course provided by the NOAA Fisheries at the start of service. Time spent during training will be considered compensable work.
  10. Not prone to sea sickness.
  11. Must comply with U.S. Coast Guard regulations or requests regarding drug testing.
- k. Observer contracts will include language that states:
1. That the observer will return all phone calls, emails, text messages, or other forms of communication within the time specified by the Observer Program.
  2. That the observer inform the observer provider prior to the time of embarkation if he or she is experiencing any new mental illness or physical ailments or injury since submission of the physician's statement as required as a qualified observer candidate that would prevent him or her from performing their assigned duties; and
  3. That observers complete duties in a timely manner. An observer provider must ensure that observers employed by that observer provider do the following in a complete and timely manner:
  4. That the observer submit to the program all data, logbooks and reports and biological samples as required under the observer program policy deadlines.

5. The observer report for his or her scheduled debriefing and complete all debriefing responsibilities; and
  6. The observer return all sampling and safety gear to the Observer Program Office at the termination of their contract.
  7. The observer immediately report to the Observer Program Office any refusal to board an assigned vessel.
  8. Observer must not have informed the observer provider prior to the time of embarkation that he or she is experiencing a mental illness or a physical ailment or injury developed since submission of the physician's statement, as required above this section that would prevent him or her from performing his or her assigned duties; and
  9. Observer must have successfully completed all NMFS required training and briefing before deployment.
  10. Observers must verify vessel's Commercial Fishing Vessel Safety Decal prior to embarking on a trip.
- l. Conflict of interest: An observer ----
1. May not have a direct financial interest, other than the provision of observer services, in a Pacific (Washington-Oregon-California) Coast fishery, including, but not limited to, vessels or shoreside facilities involved in the catching or processing of the products of the fishery, concerns selling supplies or services to these vessels or shoreside facilities, or concerns purchasing raw or processed products from these vessels or shoreside facilities.
  2. May not solicit or accept, directly or indirectly, any gratuity, gift, favor, entertainment, loan, or anything of monetary value from anyone who conducts activities that are regulated by NOAA Fisheries, or who has interests that may be substantially affected by the performance or nonperformance of the observers' official duties.
  3. May not serve as an observer on any vessel or at any shoreside facility owned or operated by a person who previously employed the observer.
  4. May not solicit or accept employment as a crewmember or an employee of a vessel or shoreside processor in a Pacific fishery while under contract with an observer contractor.
- m. Start Date: All observers will be expected to be available for work (i.e., the first day of training) in March 2018 exact date TBD.
- n. Observer Equipment: PSMFC will provide observers with sampling and communications equipment (Table 2). Estimated costs for this equipment need not be included in these proposals. Observers or their contractors are expected to provide personal gear such as attire appropriate for sampling duties at sea. PSMFC may seek reimbursement from observer provider in the event of lost gear. When gear is issued to an observer a complete list of issued gear is created. This list is signed by the observer to verify all gear on the list was issued. When gear is returned this list is used to verify that all gear issued has been returned. A copy of the list of issued gear will be provided to the contractor upon request.

- o. Travel Costs: PSMFC will reimburse at the current federal rate for travel, per diem, and mileage incurred under the direction of the Program's field coordinators. Estimated travel costs need not be included in these proposals. All observer travel activities outside an observer's port group and directed by the WCGOP's coordinators will be cost reimbursable. Observer trips, dock rounds, etc. within the observers port group are not considered "travel costs" and are not reimbursable. Travel costs are only associated with travel outside an observer's port group.
  
- p. Activity Tracking: Observers will utilize the WCGOP's database system to log their daily activities. The selected provider will have access to these records.

## **SECTION 3: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **3.1 DEFINITIONS**

As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

### **3.2 PSMFC CONTACT**

Michael Arredondo, Contracts Specialist, is the PSMFC staff member designated for receipt of proposals, modifications, and questions regarding this solicitation. His contact info is as follows:

Michael Arredondo, Contracts Specialist  
(503) 595-3100 x3228  
[michael@psmfc.org](mailto:michael@psmfc.org)

### **3.3 QUESTIONS**

Questions regarding this solicitation must be submitted via email to Michael Arredondo ([michael@psmfc.org](mailto:michael@psmfc.org)) by 07/28/2017. Responses to all questions containing information that is not covered in this solicitation will be distributed to all known offerors and posted on the PSMFC Internet web site at <http://www.psmfc.org/procurements/blog>.

### **3.4 AMENDMENTS TO SOLICITATIONS**

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).

### **3.5 EXTENSION OF SOLICITATION**

PSMFC reserves the right to extend the submission times specified in this solicitation. Potential offerors desiring an extension must submit a written request to the Contracting Officer prior to the time specified in this solicitation for receipt of proposals that includes the amount of additional time requested and an explanation of why such an extension is required. If an extension is granted, PSMFC will notify all known offerors and will post a notice of such extension on its Internet website at <http://www.psmfc.org/procurements/blog>.

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

- a. Proposals and modifications to proposals may be submitted in paper media, electronic commerce, or facsimile.
- b. The proposal must show--
  1. The name of the solicitation;
  2. The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
  3. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation;
  4. Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the PSMFC in connection with this solicitation; and
  5. 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.
  6. 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

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.

7. A description of the offeror's company and employee experience profile that addresses at least the following based on calendar year 2016 or the most recent 12 months (identify which):
  - i. The number of observers under contract by the offeror's company who, by the end of that period, had more than 30 days of deployed experience as a fishery observer, which program(s) they have worked for, and the total number of deployed days worked by those observers during the period;
  - ii. The length of time, on average, that those observers had worked for the offeror's company; and
  - iii. The number of those observers with deployed experience on vessels less than 80 feet LOA, the total number of deployed days on such vessels worked by those observers during the period, and the length of time, on average and including all prior experience, that those observers had been deployed on such vessels.
  - iv. The number of years experience of staff members coordinating observer activities on vessels less than 80ft in length.
8. A technical proposal that includes information on how the project is to be organized, staffed, and managed, and the proposed support/compensation package that will be provided for observers. Programs designed to promote quality performance and a stable (low turnover) workforce using observer incentives, rewards, or other means, will be given preference. Resource materials (such as data containing labor hours and categories, collective bargaining agreements, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated. The technical approach should be in as much detail as the offeror considers necessary to fully explain the proposed technical approach or method. Use of appendices is acceptable.
9. A business proposal that includes any of the following information as needed to support the proposed pricing for year one and four additional option years by year:
  - i. Breakdown of labor cost by named person or labor category including number of labor hours and current actual or average hourly rates. Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. Direct labor or levels of effort are to be identified as labor-hours and not as a percentage of an individual's time. Indicate fringe benefit rate, if separate from indirect cost rate.
  - ii. Any amounts proposed for travel, subsistence, and local transportation supported for staff with a breakdown which includes: number of trips anticipated, cost per trip per person, destination(s) proposed, number of person(s) scheduled for travel, mode of transportation, and mileage allowances if privately owned vehicles will be used. Travel costs are for individuals other than observers, or for observer travel that is not at the direction of one of the Program's field coordinators. Travel at the direction of a field coordinator is expected to include training, travel to/from vessels that are being observed, and debriefing.

- iii. Cost breakdown of materials, equipment and other direct costs including duplication/reproduction, meetings and conferences, postage, communication, and any other applicable items. Costs must be supported by specific methodology utilized.
  - iv. Any amounts included for indirect cost, fees, and/or profit, supported by specific methodology utilized. Profit or management fees shall not exceed seven (7) percent of total estimated direct costs.
- c. Submission, modification, revision, and withdrawal of proposals.
- 1. Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the designated PSMFC Contracting Officer by 4:30 p.m., local time, on 08/25/2017.
  - 2. Late proposals:
    - i. 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 Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
      - A. If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the PSMFC infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
      - B. 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
      - C. It is the only proposal received.
    - ii. 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. 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.
  - 4. 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.
  - 5. Proposals may be withdrawn by written notice received at any time before award. If the solicitation authorizes facsimile proposals, 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.

- d. Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- e. Offerors shall submit proposals in response to this solicitation in English and in U.S. dollars.
- f. 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.
- g. Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- h. Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- i. Offerors may submit proposals that depart from stated requirements (e.g., to include provision of sampling or communications equipment, alternate compensation or insurance strategies, etc.). Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the PSMFC. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the PSMFC, shall be clearly identified and explicitly defined.

### **3.7 OFFER EXPIRATION DATE**

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).

### **3.8 RESTRICTION ON DISCLOSURE OF DATA**

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--

- a. 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

- b. 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.

### **3.9 CONTRACT AWARD**

- a. 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.
- b. The PSMFC may reject any or all proposals if such action is in the PSMFC's interest.
- c. The PSMFC may waive informalities and minor irregularities in proposals received.
- d. 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 Contracting Officer later determines them to be necessary. If the Contracting Officer 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 Contracting Officer 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.
- e. 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.
- f. 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.
- g. Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the PSMFC.
- h. The PSMFC may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline 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 Contracting Officer determines that the lack of balance poses an unacceptable risk to the PSMFC.
- i. If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- j. 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.
- k. The PSMFC may disclose the following information in post award debriefings to other offerors:
  1. The overall evaluated cost or price and technical rating of the successful offeror;

2. The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
3. A summary of the rationale for award.

## **SECTION 4: SPECIAL CONTRACT REQUIREMENTS**

### **4.0 ORGANIZATIONAL CONFLICT OF INTEREST**

- a. The contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- b. The contractor warrants that, to the best of the Contractor's knowledge and belief, the Contractor does not have a direct financial interest, other than the provision of observer services, in a Pacific (Washington-Oregon-California) Coast fishery, including, but not limited to, vessels or shoreside facilities involved in the catching or processing of the products of the fishery, concerns selling supplies or services to these vessels or shoreside facilities, or concerns purchasing raw or processed products from these vessels or shoreside facilities.
- c. The Contractor agrees that it shall disclose to PSMFC and NOAA Fisheries any financial or business relationship with anyone who conducts activities that are regulated by NOAA Fisheries, or who has interests that may be substantially affected by the performance or nonperformance of the official duties of observer contractors.
- d. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- e. Remedies – The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, PSMFC may terminate the contract for default, debar the Contractor from PSMFC contracting, or pursue such other remedies as may be permitted by law or this contract.
- f. The Contractor further agrees to insert provisions that shall conform substantially to the language of this clause, including this paragraph (f), in any subcontract, personnel agreement, or consultant agreement hereunder.

### **4.1 INDEMNIFICATION / HOLD HARMLESS**

- a. Indemnification – Contractor shall indemnify PSMFC/NOAA Fisheries, 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/NOAA Fisheries or Contractor, or injury to property, including, but not limited to property of PSMFC/NOAA Fisheries or third party vessel owners or Contractor, arising out of or in any way connected with the performance of this contract, however caused, regardless of any negligence of PSMFC/NOAA Fisheries, 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/NOAA Fisheries. Contractor shall pay all costs that may be incurred by PSMFC/NOAA Fisheries in enforcing this indemnity, including reasonable attorney's fees.

- b. Contractor shall indemnify and hold harmless PSMFC/NOAA Fisheries, its officers, agents, and employees, boards and commissions, against any and all loss, damages, liability, claims, suits, costs and expense whatsoever, including reasonable attorneys fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Contractor's negligent performance of services provided or work conducted or performed pursuant to this agreement. Contractors shall indemnify and hold harmless PSMFC/NOAA Fisheries, its officers, agents, and employees, boards and commissions from and against any and all loss, damages, liability, claims suits, costs and expense whatsoever, including reasonable attorneys fees accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, equipment or supplies arising from or in any manner connected to the Contractor's negligent performance of services or work conducted or performed pursuant to this Agreement.

#### **4.2 INSURANCE COVERAGE**

- a. Minimum Coverages Required. Pursuant to the clause "Insurance – Work on a Government Installation (FAR 52.228-5)", the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below. Contractor is also responsible for its Subcontractors maintaining sufficient limits of the same coverage required by Contractor and the Contractor is responsible for collecting Certificates of subcontractors, as per below:
  1. Workers' Compensation and Employer's Liability, USL&H and Maritime Employer's Liability – The Contractor is required to comply with any applicable labor codes, acts, laws or statutes, State or Federal or Admiralty, where Contractor performs work. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. If in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers, Contractor is required to comply with any applicable labor, codes, acts, laws or statutes of such States and shall have Workers' Compensation and Employer's Liability Stop-Gap coverage in the amount of \$1,000,000 each accident, and each employee.
  2. Employer's Liability coverage shall be required of at least \$1,000,000 for Bodily Injury or Death, each employee and each accident. If in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers, Contractor is required to comply with any applicable labor, codes, acts, laws or statutes of such States and shall have Workers' Compensation and Employer's Liability Stop-Gap coverage in the amount of \$1,000,000 each accident, each employee and each accident.
  3. U.S. Long Shore and Harbor Workers Act benefits of at least \$1,000,000 each accident and each Employee with annual aggregate of at least \$1,000,000.

4. Maritime Employer's Liability of at least \$1,000,000 each accident or disease for any or all labor codes, acts, laws or statutes, or alike for the Contractor's liability under the provisions of the Merchant Marine Act of 1920 (Jones Act) and extensions or amendments thereto and the Death on the High Seas Act and any applicable general maritime law. Such coverages to include Transportation, Wages, Maintenance and Cure, including the Contractor's liability for hospital, medical or other expense necessarily and reasonably incurred in respect to loss of life or bodily injury to or illness of an employee. Such coverages to also include liability for repatriation expenses, necessarily and reasonably incurred under statutory obligation.

The Maritime Employer's Liability coverage shall have a worldwide territory clause and an action "in rem" shall be treated as if it were an action "in personam" against the employer.

5. Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) Insurance including the following supplementary coverage: (A) Contractual Liability to cover liability assumed under this contract; (B) Products hazard coverage for any and all products or completed operations provided or furnished by or on behalf of Contractor for all services rendered; (C) Completed operations hazard coverage, for any claims relating to defects or deficiencies in goods, products, services or materials used or rendered by the Contractor; (D) Broad Form Property Damage Liability Insurance; (E) Policy coverages shall be primary; (E) an action "in rem" shall be treated as if it were an action "in personam"; (F) all coverages subject to coverage territory of the United States of America, including its territories and possessions, and International waters or airspace; (G) Occurrence form (F) Aircraft, Auto or Watercraft exception to exclusion shall be amended from "less than 26 feet long" to "Non-owned watercraft without length limitation" or an equivalent insurance form that affords broad form bodily injury, death, non-owned vessel liability, property damage on an occurrence basis for non-owned vessels operating in Inland or International waters.

Commercial General Liability shall be required in the amount of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, \$1,000,000 Products/Completed Operations, \$1,000,000 Personal and Advertising Injury, \$100,000 Fire Damage Legal Liability, for each claim or occurrence. If equivalent coverage is placed for broad form bodily injury, death, non-owned vessel liability, property damage, coverage shall be required in the amount of \$1,000,000 each claim or occurrence on an occurrence basis form.

6. Business Automobile Liability shall be required in the amount of \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including \$1,000,000 owned, hired or non-owned liability for such states operating within, as applicable. Coverage shall be at least as broad as the Insurance Service (ISO) Business Auto Coverage comprehensive form covering Automobile Liability for Code "1" any auto.
- b. Additional Insured Provision. Before commencing performance of service, PSMFC/NOAA Fisheries, all affiliated companies of PSMFC/NOAA Fisheries its officers, agents,

employees, boards, commissions and contractors of PSMFC/NOAA Fisheries shall be named as an additional insured under the Business Auto Liability, Commercial General Liability and Vessel Liability or equivalent Policy coverage. All the above insurance coverages should be endorsed with the ISO form CG 20 09.

- c. 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 Business Auto Liability, State Act Workers' Compensation, Employer's Liability, U.S. Long Shore and Harbor Workers, Maritime Employer's Liability, Comprehensive Commercial General Liability and Vessel Liability or equivalent Policy coverage, Contractor shall look solely to its insurance for recovery. Contractor shall hereby grant to PSMFC/NOAA Fisheries, its officers, agents, employees, boards, commissions, on behalf of any insurer providing Business Auto Liability, State Act Workers' Compensation, Employer's Liability, U.S. Long Shore and Harbor Workers, Maritime Employer's Liability, Comprehensive Commercial General Liability and Vessel Liability or equivalent Policy coverage to either Contractor of PSMFC/NOAA Fisheries 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/NOAA Fisheries its officers, agents, employees, boards, commissions by virtue of the payment of any loss under such insurances.
- d. Evidence of Insurance Provision. Before the final execution of this contract, Contractor and any Subcontractors shall produce a standard Accord form Certificates of Insurance with Insurance Carriers acceptable to the PSMFC/NOAA Fisheries, evidencing all required insurances. The Certificate shall also comply with the Additional Insured Provision, Subrogation Waiver Provision and forward actual endorsements from the Contractor's insurance carriers evidencing required coverage amendments.
- e. 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 **Jeff Friesen Willis of Oregon, Attn: Jeff Friesen, 222 SW Columbia Street-Suite 600, Portland, OR 97258 (Ph. 503-450-9810).**
- f. Upon request, Contractor shall furnish PSMFC/NOAA Fisheries or its appointed Broker the same evidence of insurance for its subcontractors as PSMFC/NOAA Fisheries requires of the Contractor.
- g. Approval of the insurances evidenced or the Accord Certificate by PSMFC/NOAA Fisheries or Jordan Harrison Insurance Brokers, Inc. shall not relieve or decrease the extent to which the Contractor or subcontractor of any tier may be held responsible for payment or any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy irrespective of no Certificates Filed, expired Certificates, Approved Certificates or for any reason whatsoever.

- h. Sufficiency of Insurance. The insurance limits or coverages required by PSMFS/NOAA Fisheries are not represented as being sufficient to fully protect the Contractor. Contractor is advised and responsible to determine their own adequate coverage or limits for the Contractor/subcontractor.
- i. Qualifications. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State or States of the exposure. All insurance companies shall have a current A.M. Best Rating not less than “A”- and shall be satisfactory to PSMFC/NOAA Fisheries.
- j. Modify Insurance Requirements. PSMFC/NOAA Fisheries reserves the option, at any time, to require additional Insurance to be provided by Contractor or Subcontractor or to otherwise revise the requirements for provided insurance. Any such action shall be deemed a directed change entitling the Contractor/Subcontractor to an increase for the costs incurred due to such change. Contractor/Subcontractor shall provide all such information or records as may be required or helpful in determining additional costs.
- k. If Contractor cannot meet the insurance terms/condition herein, would like to exclude the insurance costs from their bid, and would like to employ the direct brokerage services of a Marine Insurance Specialist, Contractor may request PSMFC to assign an insurance broker that is ready to meet the insurance requirements herein. The appointment of an insurance broker shall not relieve Contractor of any duties or liabilities under this contract.

#### **4.3 COST PRINCIPLES FOR COMMERCIAL ORGANIZATIONS**

Contractor shall follow the cost principles detailed in the Federal Acquisition Regulations (FAR), section 31.2 – Cost Principles for Contracts with Commercial Organizations.

## **SECTION 5: CONTRACT CLAUSES**

This contract incorporates one or more clauses of the Federal Acquisition Regulations.

### **52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**

- a. The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- b. "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

### **52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (SEPT 2000)**

- a. Overtime requirements. No Contractor or Subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and ½ times the basic rate of pay for each hour worked over 40 hours.
- b. Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and Subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and Subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

- c. Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.
- d. Payrolls and basic records.
  - 1. The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
  - 2. The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.
- e. Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

#### **52.222-26 EQUAL OPPORTUNITY (FEB 1999)**

- a. If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- b. During performance of this contract, the Contractor agrees as follows:
  - 1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

2. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to--
  - i. Employment;
  - ii. Upgrading;
  - iii. Demotion;
  - iv. Transfer;
  - v. Recruitment or recruitment advertising;
  - vi. Layoff or termination;
  - vii. Rates of pay or other forms of compensation; and
  - viii. Selection for training, including apprenticeship.
3. The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
4. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
5. The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
6. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
7. The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
8. The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
9. If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled,

terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

10. The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
  11. The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- c. Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

**52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)**

- a. Definitions. As used in this clause--

"All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

"Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed---

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

b. General.

1. Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

- i. Employment;
- ii. Upgrading;
- iii. Demotion or transfer;
- iv. Recruitment;
- v. Advertising;
- vi. Layoff or termination;
- vii. Rates of pay or other forms of compensation; and
- viii. Selection for training, including apprenticeship.

2. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

c. Listing openings.

1. The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
2. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all employment openings with the appropriate office of the State employment service.

3. The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
  4. Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
- d. Applicability.
1. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
- e. Postings.
1. The Contractor agrees to post employment notices stating--
    - i. The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era; and
    - ii. The rights of applicants and employees.
  2. These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.
  3. The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.
- f. Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- g. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

## 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

a. Definitions. As used in this clause--

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- b. The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--
1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  2. Establish an ongoing drug-free awareness program to inform such employees about--
    - i. The dangers of drug abuse in the workplace;
    - ii. The Contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- v. Conduct monthly random drug screenings March- October every other month in the winter. Pre employment drug screen. Health insurance for observers. Random drug screening protocols will be established in writing and maintained by the contractor. The contractor will be responsible for putting a plan for random drug screening in place for observers and describing it in the proposal to address this requirement.
3. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
  4. Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
  5. Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
  6. Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    - i. Taking appropriate personnel action against such employee, up to and including termination; or
    - ii. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  7. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- c. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
  - d. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

**SECTION 6: TABLES**

**Table 1- Observer Placement**

PORT GROUP	PORT NAME	Number of Year Round Observers	Number of Seasonal Observers
1	LOS ANGELES	2	0
2	VENTURA	1	0
	SANTA BARBARA	0	2
	AVILA	0	0
	MORRO BAY	1*	1
3	MONTEREY	0	0
	MOSS LANDING	0	0
	SANTA CRUZ	1*	0
4	PRINCETON	0	1
	ALAMEDA	0	0
	SAN FRANCISCO	2	0
	OTHER S. F. BAY & SAN MATEO COUNTY PORTS	0	0
5	BODEGA BAY	0	0
	FORT BRAGG	1	1
	OTHER MENDOCINO COUNTY PORTS	0	0
6	EUREKA	0	1
7	CRESCENT CITY	1	1
8	PORT ORFORD	1*	3
9	COOS BAY	1*	4
	FLORENCE	0	0
10	NEWPORT	0	4
	PACIFIC CITY	0	1
11	TILLAMOOK/GARIBALDI	0	0
	ASTORIA	1*	4
12	ILWACO/CHINOOK	0	0
	WESTPORT	0	5
	GRAYS HARBOR	0	0
13	NEAH BAY	0	0
	PORT ANGELES	0	0
14	BELLINGHAM	0	1
	BLAINE	0	0
	TOTAL	12	29

*\*Lead Observer*

<b>Table 2- WCGOP Issued Equipment</b>		
<b>Item</b>	<b>Qty</b>	<b>Total Cost</b>
<b>Books</b>		
Book-Beating the Odds	1	\$9.00
Book-Guide to the Coastal Mar. Fishes of CA	1	\$8.40
Book-Pacific Coast Fishes	1	\$13.60
Book-Guide to Marine Mammal And Turtles of the us pacific	1	\$22.40
Book-A Field Guide to Western Birds	1	\$15.00
Book-Field Manual-WCGOP	1	\$26.53
Book-Manual	1	\$70.00
Book-Logbook	7	\$140.00
Book-WCGOP Species ID Manual full	1	\$100.33
<b>Electronics Field</b>		
16 GB SDHD Card	1	\$7.85
WG-5 Waterproof Camera	1	\$269.33
Batteries Camera Lithium	2	\$12.95
Batteries AAA-60 pk	3	\$1.14
Batteries AA Lithium 36 pk	2	\$3.09
Batteries D	12	\$11.88
Pelican Case for Computer	1	\$79.43
Numberpad-USB	1	\$12.76
Power adapter, Laptop	1	\$47.65
Laptop-Dell Latitude E7240 I7	1	\$1,778.06
Scanner-MobileCanon P-208	1	\$129.99
Mini USB Mouse	1	\$10.17
<b>Safety Equipment</b>		
Immersion Suit with lift strap-SU	1	\$250.00
Beacon AQUALINK VIEW 406 WITH GPS	1	\$380.65
Immersion Suit Test	1	\$25.00
Rope, polyester 3 strand 3/8-600feet	25	\$4.00
Rearm Kits of Mustang Inflatable	1	\$51.77
First Aid Kit	1	\$19.70
Bees Wax/ Zipper Wax	1	\$2.77
Emergency Strobe DAN W4 PFD Light	1	\$14.70
Whistle secured on PFD non-inflatable	1	\$2.50
PFD - mustang Inflatable	1	\$253.05

Whistle secured to Immersion suit	1	\$2.50
Emergency Strobe Hemi Light	1	\$17.21
PFD belt pouch	1	\$30.00
Rescue Streamer	2	\$59.90
PFD non-inflatable Stearns Large	0	\$0.00
Emergency Strobe-C and Clip	1	\$17.71
Emergency Strobe DAN W3 PFD Light	1	\$18.05
Belt, Elastic	1	\$6.71
Ear plugs, pairs	3	\$0.31
<b>Sampling Equipment and Supplies</b>		
Form-Combined Catch Online Form	100	\$23.77
Spcm collection Sheet	2	\$0.64
Form-Species Composition Online Form	100	\$19.34
Form-Flatfish Species ID	20	\$3.87
Form-Skate ID	15	\$2.90
Form-Misc. Species ID	25	\$7.29
Form-Rockfish Species ID	20	\$4.75
ITQ Deck reference sheet	1	\$1.05
Pack paper forms	1	\$12.00
Marel Scale Test form turned in	1	\$0.05
PHLB Deck Reference sheet	1	\$2.92
Marel Deck Reference sheet	1	\$2.92
Stainless S. Length Board	1	\$310.00
Forceps,4 1/2"	2	\$3.10
Hand Truck	1	\$63.68
fish pick-long-wooden	1	\$4.50
crab calipers	1	\$9.99
Sampling Basket yellow	10	\$90.00
Sampling Basket Lid yellow	1	\$6.46
Bucket-5 Gallon	1	\$4.62
Meter Stick Folding	1	\$6.95
Tape Measure 10-15M	1	\$14.99
rubber bands, Jumbo	2	\$0.19
Scale O-ring Grease	1	\$0.62
Tally Counter	4	\$1.91
Scissors	1	\$0.99
LED Headlamp	1	\$22.97
Barcodes and plastic vials	20	\$10.00
Clear Water proof Box	1	\$39.99
Bucket- lid 5 Gallon gamma screw on	1	\$7.00
Bag-Sample Bag-3x5mini grip 4 mil	10	\$1.32

Bag-Sample Bag-6x8 mini grip 6 mil	10	\$1.72
Sponge	2	\$0.62
Bag-Sample Bag- 12x12 6mil	10	\$3.76
Bag-Sample Bag-Whirl Pak 3x5	10	\$0.93
Envelopes-Coin-printed for fin clips	10	\$1.14
Lowepro camera case portland 30	1	\$13.99
Knife-Dexter knife with sheath	1	\$9.00
Bag- 20X6X16 RED REUSABLE SHOPPING	1	\$1.45
Jars, plastic- storage for grease	1	\$0.32
Bag-Sample Bag- 18*24	2	\$1.82
Bag-Sample Bag-5x8	10	\$10.60
WD-40 spray	1	\$4.89
Envelopes-business	10	\$2.72
Chromatography paper	1	\$1.71
Nitrile Gloves Large	4	\$0.98
Bag-Sample Bag- 8x10	10	\$1.76
Pelican case with foam Black	1	\$440.00
Calibration Weight 5 kg weight SS	1	\$215.00
Marel M-1100 Portable Scale	1	\$5,640.00
Handheld Scale 25lb.	1	\$80.73
Handheld Scale 10lb.	1	\$80.73
Clipboard,Clear	1	\$2.49
Paper clips 10 pk	20	\$1.12
Sharpie/Marker	1	\$0.48
File folder, expanding 13 tab	1	\$13.84
Pencils, #2 wood	4	\$0.61
Pen	2	\$0.12
Eraser	1	\$0.37
Pencil Sharpener, metal	1	\$0.32
Clipboard, Storage box, saunders workmate	1	\$19.15
Post it Notes 3X3	1	\$4.99
pencil lead refill, Mech.	1	\$0.05
Calculator (10 Key)	1	\$9.84
Binder, 1.5 inch olive plastic	1	\$9.99
Pencil, Mechanical .7 mm Staples	2	\$0.33
Post it tape flags	1	\$4.29
Binder clip small	12	\$2.19
Tags-Tyvek G140513 Blank orange	10	\$1.80

## SECTION 7: PROPOSAL SCORING

Award of this contract will be based on the following factors:

1. **Logistics and Observer Retention (30%):** Bidders must submit a proposal detailing how they will ensure that the requisite numbers of observers are available or deployed throughout the project period. The proposal must describe provisions for obtaining backup or relief observers for emergencies, and any other approaches that contractor will use to ensure success. It is expected that specific observers will be dedicated to this project during the contract period. Bidders should document and describe techniques used to retain observers that provide quality data. In addition, information documenting levels of insurance should be provided.
2. **Experience (45%):** Preference will be given to bidders supplying observers with 60 or more sea-days aboard small vessels and /or previous WCGOP experience. All observers participating in the WCGOP will be required to attend a 15-day training session in Newport, OR. The WCGOP plans to hold new observer trainings up to six times a year, the first of which will occur in March 2018. In 2017, only three 3-week trainings were necessary to meet the needs of the WCGOP (Both CS and NCS). The NCS observers typically all attend the training in March and only replacement observers would attend any of the other trainings that may occur during the year. Observers with prior WCGOP experience during the past year may only need to complete a 5-day briefing based on an assessment of their previous performance with the program.
  - a. **Observer Experience (20%):** Bidders must provide information on the experience of observers they expect to use for this project.
  - b. **Contractor Experience (25%):** Bidders must detail their experience deploying observers on small vessels. This may include a description of the bidder's company and employee experience profile that identifies the number of observers under contract by the bidder's company who are qualified to work on this project, the length of time, on average, that those observers had worked for the bidder's company, the number of those observers with deployed experience on vessels less than 80 feet LOA, the number of observers who have previously worked for the WCGOP. Profiles and experience of all staff that are expected to work on this contract should be described in detail, and other information supporting the qualifications of the bidder should be provided.
3. **Cost (25%):** For all costs, bidders must outline their costs. This should include all costs associated with providing the necessary observer coverage. At a minimum the details of the following costs should be available:
  - a. Staff Salaries
  - b. Observer Salaries (at sea and land)
  - c. Insurance
  - d. Benefits

e. Offeror's Fees

Bidders must detail how observers will be housed and supported when not deployed, how much observers will be paid, both for shore days and for days at sea, and any other factors that would tend to encourage the recruitment and retention of highly qualified observers. Please include costs for year one and for four additional option years by broken down by year.

**Additional background information on how costs were determined may be provided as part of the proposal package.**