

Request for Proposals

**Influencing the behavior and escapement of Chinook salmon out of a midwater trawl using
Artificial Illumination**



Actual issue date: 19 March 2019

Schedule/Instruction/ Provision/Clauses

DEADLINE FOR PROPOSALS: 09 April 2019

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Section 1: PROPOSED SCHEDULE

**Influencing the behavior and escapement of Chinook salmon out of a midwater trawl using
Artificial Illumination**

19 March 2019	Requests for Proposals (RFP) distributed
02 April 2019	Deadline for written questions on RFP Any questions should be directed to: Mark Lomeli Pacific States Marine Fisheries Commission 2032 SE OSU Drive Newport, OR 97365 Email: mlomeli@psmfc.org Phone: (541) 867-0544 Fax (541) 867-0505
03 April 2019	PSMFC answers to written questions posted on website: www.psmfc.org/Open_RFPs
09 April 2019	Deadline for proposals One (1) original to: Michael Arredondo Pacific States Marine Fisheries Commission 205 SE Spokane Street, Suite 100 Portland, OR 97202 Email: marredondo@psmfc.org Phone: (503) 595-3100 Fax: (503) 595-3444
10 April 2019	Select Contractor
26 April – 14 May 2019	Desired timeline to complete research project

Section 2: STATEMENT OF WORK

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

2.1. GENERAL

2.1.1. The bycatch reduction device (BRD) that is the subject of the proposed study consists of two square-mesh ramps that are used to guide actively swimming fish towards two large sets of escape windows that have been cut out of each side of the net on the upper portions of the port and starboard side panels of the net (Figure 1). The concept is that fish displaying strong swimming abilities (i.e., Chinook salmon) can escape through the open windows, whereas fish exhibiting weaker swimming abilities (i.e., Pacific hake) will pass into the codend.

The objective of this study is to determine the effect that artificial light has on the overall escapement of Chinook salmon out a BRD by comparing their escapement between tows conducted with and without the use of artificial light.

2.1.2. This project seeks to conduct 11 sample days. The desired timeframe to conduct the 11 sample days is between 26 April and 14 May 2019. Additional days will be required for mobilization and demobilization. Precise cruise dates will be somewhat flexible given weather, sampling logistics, and personal constraints on personnel. One full day will be necessary for mobilization and demobilization. Port calls will be used as needed to replenish supplies, make personnel changes to the scientific crew and/or vessel crew, avoid inclement weather conditions, and/or allow for any mechanical and electrical equipment repair.

2.1.3. Chinook salmon escapement rates will be quantified using a recapture net (Figure 2). A randomized block design will be used to determine the order in which the BRD is fished with and without lights illuminating the escape windows. A series of Lindgren-Pitman (LP) LED Electralume® fishing lights (color = blue) will be used to provide illuminate. Light levels will be measured near the escape windows using

Wildlife Computers TDR-MK9 archival tags. Video camera systems will periodically be used during tows when artificial illumination is present to gather information of fish behavior and gear performance. Tow durations will be set to 90 minutes unless catch indicators indicate accumulating catches would hinder a 90 min tow from occurring. After each tow, catches from the recapture net and the trawl will be sorted separately on deck where data on species compositions, weights, and lengths from the two codends will be recorded before fish are discarded. Trawl codend catches <10 tons per tow are desired to allow at-sea sampling of the catch.

2.2. VESSEL OPERATIONS

- 2.2.1. The vessel must provide all gear necessary for fishing for Pacific hake. PSMFC will be responsible for providing the BRD, recapture net, and all scientific equipment needed for this study.
- 2.2.2. The vessel must have adequate deck lighting to support early-morning or nighttime operations to fix and/or modify the BRD or recapture net if necessary.
- 2.2.3. PSMFC will reimburse the contractor for all fuel costs accrued during the project. A fuel receipt must be provided to PSMFC for fuel reimbursement.
- 2.2.4. Fish sales: Any sales of fish caught during this project will go to PSMFC. All fish caught during this project are for research and will **NOT** be considered part of the contractor's individual fishing quota. Note: Fish offloads/sales are unlikely to occur during this study.
- 2.2.5. The contractor is **NOT** required to carry an observer onboard during this project
- 2.2.6. Smoking of tobacco inside the vessel is prohibited while on charter.
- 2.2.7. The vessel must have one head and a functional shower available for use by the scientific crew. Doors to toilet or bathing facilities must be fitted with an operational lock or latch to ensure the user's privacy. The vessel will furnish soap, toilet paper, and paper towels.
- 2.2.8. The vessel must have sufficient fresh water capacity to accommodate reasonable shower use by a two person scientific crew and a three person vessel crew. The vessels shower must also be serviced by a hot water heater.

- 2.2.9. The vessel must have clean and sanitary living conditions and adequate space for two scientific crew members (men and/or women).
- 2.2.10. 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.

2.3. CREW REQUIREMENTS

- 2.3.1. The captain must have a minimum of five years of midwater trawl fishing experience as master of a comparable-sized vessel in ocean waters and at least 10 years total fishing experience. The captain must also have experience fishing for Pacific hake off the Oregon and Washington coast and knowledge of fishing areas likely to encounter catch compositions of Chinook salmon and Pacific hake.
- 2.3.2. The captain shall be competent in the use of modern navigational and fish-detecting equipment.
- 2.3.3. The vessel crew will assist the scientific crew with repairs that may need to be made to the BRD, recapture net and/or video camera systems, attaching sensors and lights to BRD, and sorting fish catches.
- 2.3.4. The crew shall consist of a captain and at least two deckhands. In addition to the normal duties reserved for the deckhands, one or more of the deckhands or the captain will also accomplish the responsibilities of engineer and cook. If desired, the crew may include an additional deckhand capable of operating the vessel to provide additional flexibility for the crew and to ensure all crew members receive adequate rest.
- 2.3.5. The deckhand undertaking the responsibilities of engineer shall have a minimum of five years of experience.
- 2.3.6. Captain/crew members with previous research experience and knowledge of bycatch reduction devices are highly desired.
- 2.3.7. The captain must record logbook data on all tows conducted during the research project. At conclusion of the project a copy of the logbook data must be provided to PSMFC.

2.4. SCIENTIFIC CREW

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

2.4.2. The scientific crew shall consist of up to two individuals and may include women.

2.4.3. The scientific crew will provide personal bedding, towels, work vests, and emersion suits.

2.5. PERMITS & PROCEDURES

2.5.1. PSMFC will provide all permits necessary for the research.

2.5.2. Marine Mammal Protocol: The Chief Scientist must confirm with the Captain or the bridge that no marine mammal(s) have been seen in the vicinity (e.g., 0.3 miles) for 10 minutes prior to the deployment of any gear. In general, if there are marine mammal(s) in the vicinity, the vessel will remain on site for 10 minutes to see if they move off. If the marine mammal(s) do not move off or reappear during the second 10-minute watch, the site may be abandoned and the vessel will proceed to an alternate area. If a marine mammal is sighted after the trawl doors are deployed, the trawl operation will proceed through completion.

2.6. OPERATING PROCEDURES

2.6.1 Before departure and commencement of operations, the Chief Scientist will provide a joint orientation meeting for captain, and vessel and scientific crew. This orientation will cover the objectives of and methods for accomplishing the project.

2.6.2. The length and hours of a workday will be determined by the Chief Scientist in consultation with the captain. The length of working days will range from 12 to 16

hours. Work schedule decisions will be based on the type of activity expected (in-port preparations, transit, sampling, etc.), prevailing weather conditions, and the provisions of the cruise plan. The Chief Scientist has the final authority except in matters relating to safety of the vessel and crew. The work day of the vessel crew will likely exceed that of the scientific crew, since they will be required to be awake and conduct a wheel/anchor watch (as required by the United States Coast Guard (USCG) Navigational Rules of the Road) at night while the vessel runs to the next station, drifts, lies at anchor, or runs to the first sampling station early in the morning.

2.6.3. 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.

2.6.4. The contractor shall provide three nutritionally balanced meals each sampling day. Meal times will be coordinated between the captain and the Chief Scientist to accommodate both the need to complete sampling and the time required by the cook to prepare meals. The vessel will provide meals for the scientific crew during all sampling days.

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

2.7. CONTRACTOR RESPONSIBILITIES

- 2.7.1. The contractor agrees to furnish a vessel, crew, trawl, and all additional gear necessary for fishing for Pacific hake. The captain and/or crew of the vessel will assist in the deployment and retrieval of video camera systems, light sensors, and LEDs. The captain and crew must be available during all scientific operations. To ensure full use of each sample day, the captain and crew should make any necessary transit arrangements to begin fishing operations at the start of each sample day.
- 2.7.2. The contractor will be responsible for all vessel-related gear needs (other than that supplied by PSMFC), including supplies normally needed for routine maintenance, and for any vessel-related gear lost or damaged during the charter.
- 2.7.3. The captain and crew shall exercise due caution and follow safety procedures as directed by the Chief Scientist to help prevent damage or loss of scientific gear and equipment. The Chief Scientist may present specific safety procedures in writing to the captain. If loss of or damage to scientific equipment is the result of negligent disregard of such instructions and procedures, repair or replacement costs may be deducted from charter payments.

2.8. SAFETY

- 2.8.1. The vessel captain is responsible for all matters related to the safety of all crew, the vessel, and equipment operation. The captain will adhere at all times to Navigational Rules of the Road whether sampling, running, drifting, or at anchor. The captain shall review safety procedures and equipment with the scientific crew at the beginning of each cruise leg. At all times while at sea, the captain shall post a wheel/anchor watch (as required by the USCG Navigational Rules of the Road). The captain shall post a wheel/anchor watch at night while the vessel runs to the next station, drifts, lies at anchor, or runs to the first station early in the morning to ensure that the vessel and all crew are secure. **FAILURE TO BE AWAKE while conducting a wheel/anchor watch (as required by the United States Coast Guard [USCG] Navigational Rules of the Road) could result in a breach of contract and termination of charter work.**

- 2.8.2. The contractor shall provide USCG approved survival suits for all vessel crew members. The scientific crew members will provide their own suits. Adequate dry storage for all survival suits shall be provided.
- 2.8.3 The contractor shall provide USCG approved life jackets for all vessel crew members. The scientific crew members will provide their own work vests.
- 2.8.4. The vessel must be equipped with a USCG approved self-inflating covered life raft with capacity sufficient to accommodate all vessel crew and scientific crew members.
- 2.8.5. A Category I EPIRB (Emergency Position Indicating Radio Beacon) must be affixed to the exterior of the vessel in a manner approved by the USCG.
- 2.8.6. Before leaving the dock to commence sampling operations or when any crew change occurs, the contractor will conduct a safety drill detailing locations of all safety equipment, description of vessel station bill, and instructions on operating appropriate safety and communications equipment. Station bills must be posted in prominent places. NOAA federal vessels normally post station bills on cabin doors. For contracted vessels, the chief scientist will consult with the captain to determine the location of the station bill.
- 2.8.7. The vessel must have a valid USCG Safety Decal. The decal must remain valid during the entire contract period and all requirements of the decal must remain valid for the entire contract period. This includes EPIRB batteries and life raft repacking. For example, if a vessel has a valid sticker, but the EPIRB battery is expired the vessel will need to have the battery replaced before the project can begin. In such situations, the vessel will go off charter and will remain off charter until the problem has been resolved.

2.9. EXECUTION OF CONTRACT

- 2.9.1. The Contractor hereby agrees to execute the project design as described, or a modification of said plan or design based upon agreement between the Contractor and PSMFC.

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

3.1. DEFINITIONS

As used in this provision –

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

3.1.2. “Captain” is defined as the master or primary vessel operator who will have final say on all matters on the behalf of the vessel crew.

3.1.3. “Chief Scientist” is defined as the member of the scientific team who is in charge of the research operations on board the vessel.

3.1.4. “Sample day” is defined as a day when the vessel completes one or more tows.

3.1.5. “Port call day” is defined as a day spent in port due to inclement weather conditions prohibiting effective, scientifically valid sampling operations or days spent in port due to repair of scientific equipment.

3.1.6. “Mobilization day” is defined as a day preceding scientific operations required for loading or installing of scientific equipment, BRD, etc.

3.1.7. “Demobilization day” is defined as a day succeeding scientific operations required for unloading or removal of scientific equipment, BRD, etc.

3.1.8. “Cruise Plan” is defined as the logistical methodologies employed to implement the project design.

3.2. QUESTIONS

3.2.1. Questions shall be submitted in writing no later than 02 April 2019 to:

Mark Lomeli, Pacific State Marine Fisheries Commission

2032 SE OSE Drive

Newport, OR 97365

Phone: (541) 867-0544 / Email: mlomeli@psmfc.org

3.3. AMENDMENTS TO SOLICITATIONS

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

3.4. SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS

3.4.1. Deadline for proposals is 09 April 2019.

3.4.2. Proposals must be submitted to:

Pacific States Marine Fisheries Commission
Attn: Michael Arredondo
205 SE Spokane St., Suite 100
Portland, OR 97202
Email: marredondo@psmfc.org
Phone: (503) 595-3100 / Fax: (503) 595-3444

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

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

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

The name of the solicitation;

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

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

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

3.4.7. Offeror's are responsible for submitting proposals, and any modification or revisions, to reach PSMFC by 4:00 p.m., local time, on 09 April 2019.

3.4.8. Late proposals

3.4.8.1. Any proposal, modification, or revision received at the PSMFC office designated in the solicitation after the exact time specified for receipt to offers is "late" and will not be considered unless it is received before award is made, the Program Manager determines that accepting the late offer would not unduly delay the acquisition; and

3.4.8.2. There is acceptable evidence to establish that it was received at the PSMFC installation designation for receipt of offers and was under the PSMFC's control prior to the time set for receipt to offers; or

3.4.8.3. It is the only proposal received.

3.4.8.4. However, a late modification of an otherwise successful proposal that makes its terms more favorable to the PSMFC will be considered at any time it is received and may be accepted.

3.4.8.5. Acceptable evidence to establish time of receipt at the PSMFC installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of PSMFC personnel.

3.4.8.6. If an emergency or unanticipated event interrupts normal PSMFC processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent PSMFC requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal PSMFC processes resume.

3.4.8.7. Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn via facsimile received at any time before the award, subject to the conditions specified in the provisions in Federal Acquisition Regulation (FAR) 52.215-5, Facsimile Proposals. Proposals may

be withdrawn in person by an offer or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

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

3.4.8.9. Offeror's may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

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

3.5. OFFER EXPIRATION DATE

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

3.6. RESTRICTIONS ON DISCLOSURE AND USE OF INFORMATION

3.6.1. Offeror's that include in their proposals data that they do not want disclosed to the public for any purposes, or used by the PSMFC except for evaluation purposes, shall: mark the title page with the following legend: "This proposal includes data that shall not be disclosed outside the PSMFC and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror because of – or in connection with – the submission of this data, the PSMFC shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the PSMFC's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and mark each sheet of data it wishes to restrict with the following legend: "Use of disclosure of

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

3.7. CONTRACT AWARD

- 3.7.1. The PSMFC intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluating in accordance with the factors and subfactors in the solicitation.
- 3.7.2. The PSMFC may reject any or all the proposals if such action is in the PSMFC's interest.
- 3.7.3. The PSMFC may waive informalities and minor irregularities in proposals received.
- 3.7.4. The PSMFC intends to evaluate proposals and award a contract without discussions with offeror's (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The PSMFC reserves the right to conduct discussions if the Program Manager later determines them to be necessary. If the Program Manager determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Program Manager may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- 3.7.5. The PSMFC reserves the right to make an award on any item for a quantity less than a quantity offered, at the unit cost or price offered, unless the offer specifies otherwise in the proposal.
- 3.7.6. The PSMFC reserves the right to make multiple awards if, after considering the additional administrative cost, it is in the PSMFC's best interest to do so.
- 3.7.7. Exchanges with offeror's after receipt of a proposal do not constitute a rejection or counteroffer by the PSMFC.
- 3.7.8. The PSMFC may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced prices exist when, despite an acceptable total evaluated price, the price of one or more

contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Program Manager determines that the lack of balances poses an unacceptable risk to the PSMFC.

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

3.7.10. A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

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

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

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

3.7.11.3. A summary of the rationale for award.

3.8. PROPOSAL EVALUATION CRITERIA

3.8.1. The following criteria will be used for evaluating both solicited and unsolicited proposals.

- Charter rate/costs and vessel availability (30 Points)

- Vessel characteristics (25 Points)
 - Vessel size, horsepower, number of net reels, etc.
 - Trawl specifics
 - Wheelhouse electronics, space and layout
 - Available deck space and lighting
 - Communication equipment
 - Number of available berths

- Captain/crew members fishing experience, particularly for west coast groundfish (15 Points)

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

- Other desirable characteristics (15 Points)
 - Safety equipment
 - Crewmember with formal survival and firefighting training
 - Crewmember with certified first aid and EMT

3.9. PROPOSAL SELECTION PROCEDURE

3.9.1. All proposals will be evaluated in accordance with the above evaluation criteria. There will likely be two to three reviewers for each proposal depending on the number of proposals received. Each reviewer will independently score each proposal. The reviewers will then meet and discuss the scoring criterion for each proposal as a group. The proposal that scores highest on the evaluation criteria section (3.8.1.) and that best suites the project requirements will be awarded the contract.

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Section 4: SUPPLIES OR SERVICES AND PRICE/COSTS

Provide vessel, captain, crew, fuel, midwater trawl and codend, and all fishing gear necessary to conduct the work described in sections 2-3 of the RFP titled “Influencing the behavior and escapement of Chinook salmon out of a midwater trawl using Artificial Illumination”. PSMFC will reimburse the contractor for all fuel and any moorage fees accrued during this project (receipts must be provided for reimbursement). The desired timeline to completed this work is between 24 April and 14 May 2019.

	Quantity of Full Charter Days	Daily Charter Rate	Vessel Bid Amount
Sampling Days	11	\$	\$
Mobilization Day	1	\$2,000 *	\$ 2,000
Demobilization Day	1	\$2,000 *	\$ 2,000

Name of Vessel: _____

Authorized signature: _____

Printed Name: _____

* = amount paid to the contractor by PSMFC for Mobilization and Demobilization.

Section 5: ATTACHMENTS

5.1. BID PROPOSAL WORKSHEET: VESSEL CHARACTERISTICS

1. GENERAL VESSEL CHARACTERISTICS

Owner Name_____

Registration

No._____

Vessel Name_____

Phone

(____)_____

Address_____

Primary Port of Vessel_____

Hull Type_____

Registered Vessel Length (LOA)_____

Vessel Back Deck Width _____

Approximately how many gallons of fuel per day would your vessel consume during this project if five tows of 90 minutes in duration were conducted? 250-300 / 300-350 / 350-400 / > 400 gal.

Main Engines:

Number_____

Mfg._____

Model_____

Total HP_____

Vessel License Information

Does your vessel have a 2019 Oregon Commercial Fishing Boat License? Yes / No

Fishing Net Reel(s) Specifics

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

Number _____, Location on deck _____

Which net reel do you typically use when midwater trawl fishing? _____

Trawl Net Specifics

Can the bycatch reduction device shown in Figure 1 (see below) fit properly onto your trawl?

Yes / No

What are the headrope and footrope lengths of your trawl (ft)? Headrope_____ Footrope_____

What is the number of open meshes per panel of your intermediate/last tapered section? _____

Wheelhouse Electronics, Space, and Layout

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

Is there available space within the vessel for the scientific crew to store and use their laptop computers, and re-charge the back deck fish sampling equipment? Yes / No

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

Available Deck Space and lighting

Appropriate clear deck area available for working catches _____ square feet.

Comments:_____.

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

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

Comments: _____

Communication and Navigational Electronic Equipment

Cellular Telephone (if present on vessel)

Mfg._____ Model_____

Cellular Telephone No. (_____)_____

Satellite Telephone available: Yes / No

Please note any other available communication and navigational electronic equipment.

Living Quarters

Number of Berths_____

Number of functional heads with a lock or latch_____

Number of functional showers_____

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

USCG Certification of Inspection Expiration Date_____

Have all crew members had formal survival and firefighting training? Yes / No

Comments:_____

Have all crew members had a certified first aid and Emergency Medical Training (EMT) course?

Yes / No

Comments:_____

5.5. VESSEL AVAILABILITY

The desired timeline to completed this work is between 24 April and 14 May 2019. Do you have any prior engagements during the desired timeline to complete this project that would potentially conflict with conducting this research (i.e. other charter work commitments, commercial fishing activities, boat yard work, vacations, etc.)?

5.6. IDEMNITY AND INSURANCE

IDEMNIFICATION

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

_____ Yes _____ No

INSURANCE COVERAGE

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

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

_____ Yes

_____ No

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

_____ Yes

_____ No

c. Vessel Hull and Machinery Coverage

_____ Yes

_____ No

SUBROGATION WAIVER PROVISION

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

_____Yes _____No

- 1) Evidence of Insurance provision. Before the final execution of this contract, Contractor shall produce a standard Accord from Certificates of Insurance with Insurance Carriers acceptable to the PSMFC/NMFS, evidencing all required insurances. The Certificate shall also comply with the Subrogation Waiver Provision and forward actual endorsements from the contractor’s insurance carriers evidencing required coverage amendments.
- 2) Renewal/Cancellation. The respective Insurance Carriers and the Certificate of Insurance shall allow for a minimum of 30 days written notice of cancellation, non-renewal or reduction or required coverage’s before the expiration date thereof and the Certificate shall delete the word(s) “endeavor” and the last two lines of a standard Accord Certificate (“But failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives”). Renewal Certificates evidencing the same shall be received 10 days prior to the expiration of the coverage’s so evidenced. The Certified evidencing all requirements herein and any reduction of required coverage’s or cancellation shall be sent to **Rick Masters, PSMFC, 205 SE Spokane Street, Suite 100, Portland, OR 97202 Phone: (503) 595-3100 Fax: (503) 595-3232.**

- 3) Sufficiency of Insurance. The insurance limits or coverage's required by PSMFC are not represented as being sufficient to fully protect the Contractor. Contractor is advised and responsible to determine his own adequate coverage sot limits.
- 4) Qualifications. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of the exposure.

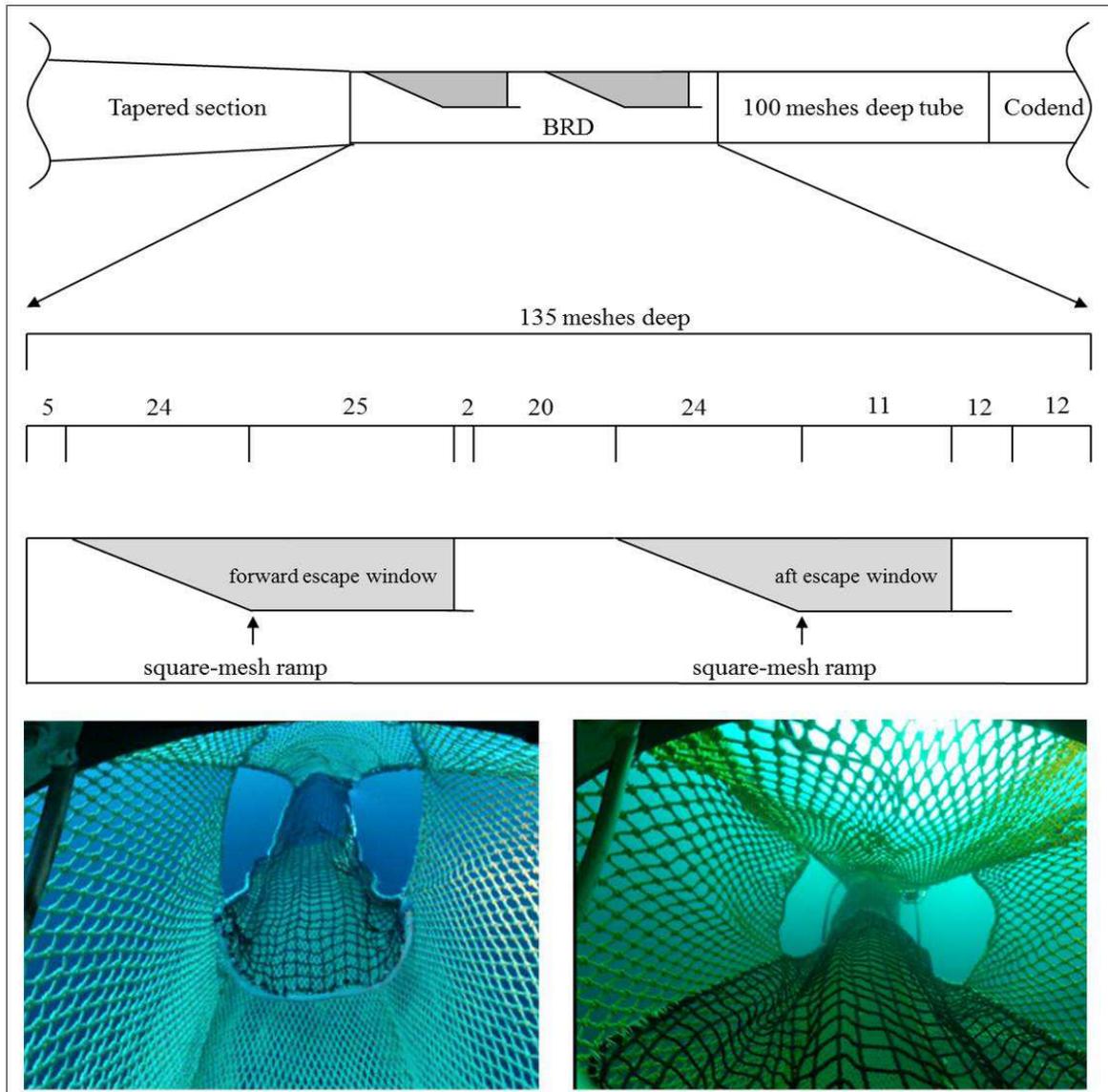


Figure 1. Schematic diagram of the BRD to be used during this study (top); forward view of the forward set of escape windows under ambient light (left image); forward view of the aft set of escape windows under ambient light (right image).

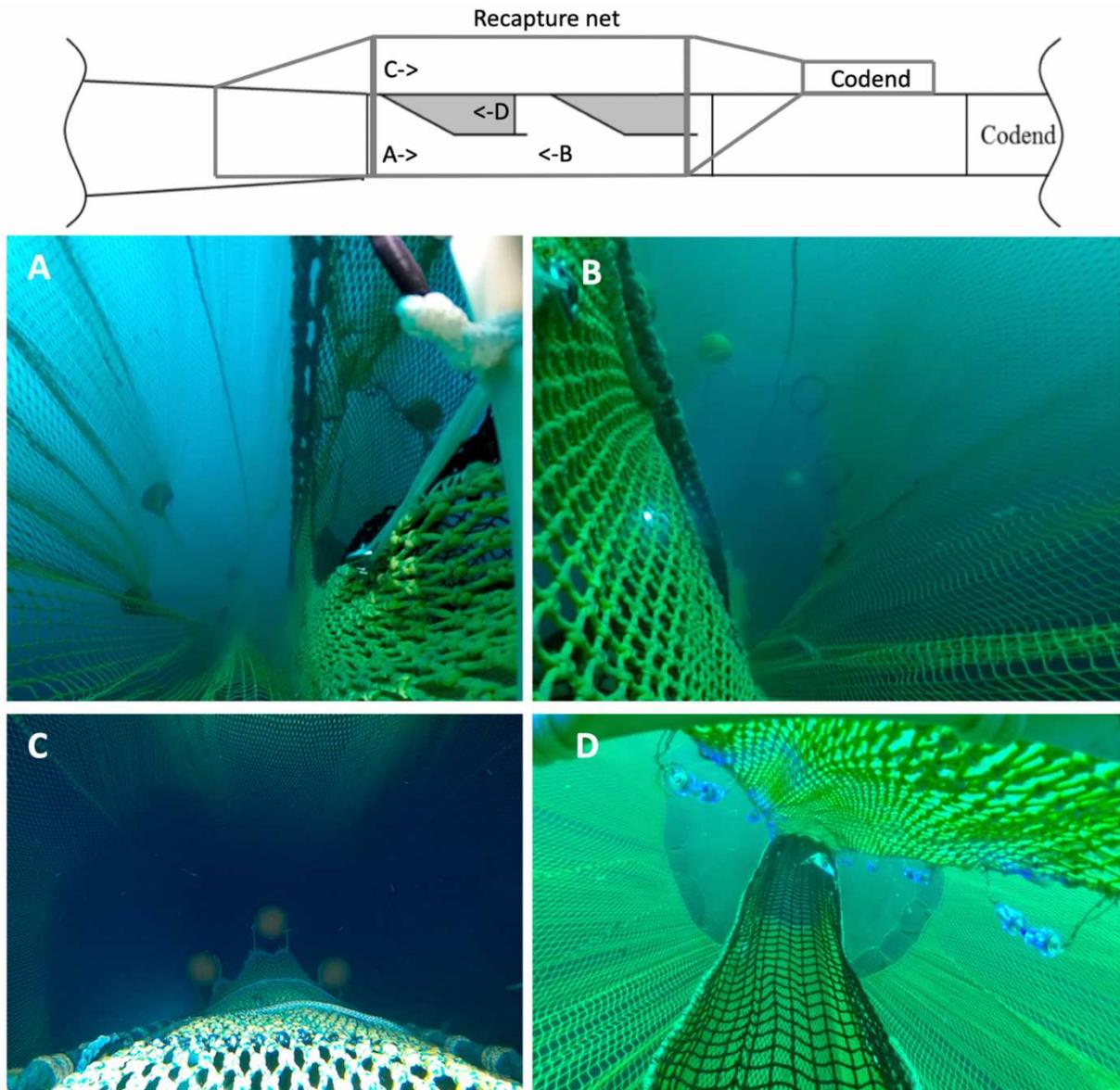


Figure 2. Schematic diagram and images of the recapture net over the BRD to be used in this study. Port-side aft view from outside of the BRD (image A); starboard-side forward view from outside of the BRD (image B); top panel aft view from outside the BRD (image C); forward view of the forward set of escape windows from within the BRD (image D). Note: diagram not to scale.