

## **Request for Proposals**

**Vessel Needed for Pacific Halibut Semi-demersal Longline Study - IPHC Reg. Area 2A**



**Actual issue date: 02 March 2023**

**Schedule/Instruction/ Provision/Clauses**

**DEADLINE FOR PROPOSALS: 29 March 2023**

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**Section 1: PROPOSED SCHEDULE**

**Vessel Needed for Pacific Halibut Semi-demersal Longline Study - IPHC Reg. Area 2A**

02 March 2023	Requests for Proposals (RFP) distributed
20 March 2023	Deadline for written questions on RFP Any questions should be directed to: Mark Lomeli Pacific States Marine Fisheries Commission Email: mlomeli@psmfc.org
22 March 2023	PSMFC answers to written questions posted on website: <a href="http://www.psmfc.org/procurements/blog">http://www.psmfc.org/procurements/blog</a>
29 March 2023	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
03 April 2023	Select Contractor
01 May to 31 Oct. 2023	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 Pacific States Marine Fisheries Commission (PSMFC) intends to charter one vessel for up to 8 sample days (depending on charter rate) to assist in a study comparing semi-demersal longline gear to conventional demersal longline gear and its effect on Pacific halibut and yelloweye rockfish catches in International Pacific Halibut Commission (IPHC) Regulatory Area 2A. The timeline to complete this work is between 01 May and 31 October 2023. PSMFC will be responsible for designing the project and providing all scientific equipment needed for the project. A Contractor that can provide tori lines, 12-18 skates of groundline gear (each skate 1,800' in total length), and a sufficient number of buoys, anchors, and flagsticks for the 12-18 skates is highly desired. PSMFC will supply the gangions (snap gear design), hook, floats for semi-demersal longline configuration, and all scientific equipment needed for the study. 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. All fishing will occur during daylight hours.

#### **2.2. PROJECT OBJECTIVE**

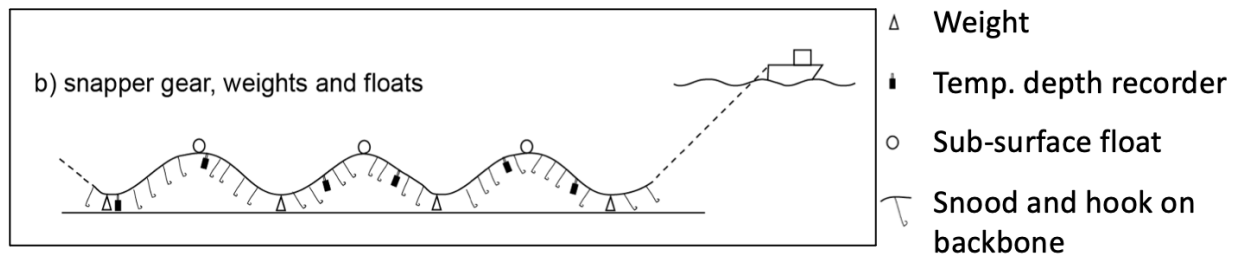
2.2.1. The objective of this study is to conduct catch comparison sampling techniques to determine if changing from a demersal to semi-demersal longline affects the catch rates of Pacific halibut and yelloweye rockfish.

#### **2.3. PROJECT DESCRIPTION**

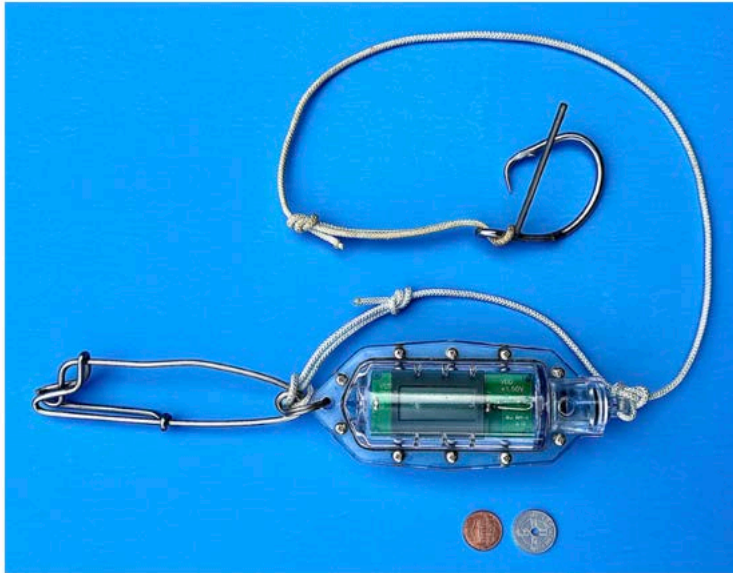
2.3.1. The PSMFC intends to charter one vessel for up to 8 sample days (depending on charter rate) to assist in a study comparing semi-demersal longline gear to conventional bottom tending longline gear and its effect on Pacific halibut and yelloweye rockfish catches. The timeline to complete this work is between 01 May to 31 October 2023. This project will occur in IPHC Regulatory Area 2A in areas where Pacific halibut and yelloweye rockfish co-occur. The success of this project depends upon the contractor's knowledge of fishing grounds where considerable interactions between Pacific halibut and yelloweye rockfish occurs.

2.3.2. This study will conduct catch comparison and catch ratio sampling techniques to determine if changing from a demersal to semi-demersal longline affects the catch rates of Pacific halibut and yelloweye rockfish. The demersal and semi-demersal longlines will each have a groundline 549 m in length and hooks spaced 5.5 m apart

on gangions. The difference between the two gear designs is that the semi-demersal longline will utilize 8"-14" center-hole floats spaced apart along its groundline to elevate sections above the seafloor (Fig. 1). Wildlife Computers TDR MK9 and Star-Oddi DST tilt sensors (time-depth recorders) will be used to measure the groundlines average height above the seafloor. All hooks for each longline configuration will be baited with 0.11 to 0.15 kg salmon. We seek to fish two pairs of longline gear each day for a total of 1,200 hooks fished each fishing day. We refer to a single groundline of 1,800' in length and outfitted with 100 hooks as a single skate. For each fishing day, two pairs of gear (each set of gear consisting of three skates) will fished within a similar area to each other with each pair of gear consisting of a demersal longline and semi-demersal longline. Over the course of this study, we look to fish between 8,400-9,600 hooks. All fishing will occur between sunrise and sunset hours. All species caught will be enumerated and all yelloweye rockfish and Pacific halibut will be measured and weighed. For each haul, yelloweye rockfish must be placed into recovery tanks (after biological data is collected) to treat barotrauma, and then released to recompression depths at the end of the haul using descending devices. To determine if there is a temporal component in the catch of Pacific halibut and/or yelloweye rockfish, hook timers (Fig. 2) will be placed on a subset of the gangions fished. On some sets, we will place compact underwater video camera systems (e.g., GoPro cameras with an LED light source) along the groundline near gangions to observe the behavior of fish as they interact with the gear. Tori lines (as used in the sablefish longline fishery) will be used when deploying the gear to minimize the potential of seabird bycatch.



**Figure 1.** Schematic example of semi-demersal longline gear (from *Pierre, J.P.; Goad, D.W.; Thompson, F.N.; Abraham, E.R. (2013). Reducing seabird bycatch in bottom-longline fisheries. Final Research Report for Department of Conservation projects MIT2011-03 and MIT2012-01 (Unpublished report held by Department of Conservation, Wellington).*



**Figure 2.** Example of a hook timer rigged to a gangion. Scale: Diameter of the Norwegian 1 krone coin displayed is 21 mm, diameter of the United States 1 cent coin displayed is 19 mm.

2.3.3. It is anticipated that 8 charter days (depending on charter rate) will be needed to reach our project objective of fishing 8,400-9,600 hooks / 84-96 skates. However, additional days will occur for mobilization and demobilization. Precise cruise dates will be somewhat flexible given weather, vessel sampling logistics, and personnel constraints. One day will be necessary for each mobilization and demobilization day.

2.3.4. This research cruise will terminate when, as determined jointly by the vessel captain and chief scientist, either: (1) the scientific objectives of the cruise have been met (e.g., fishing between 84-96 skates during day light hours), (2) available funds have been exhausted, (3) due to equipment failure, inclement weather, or other cause it appears that the scientific objectives cannot be met within a reasonable time frame, or (4) the limit of compensable sampling days has been reached. The chief scientist, in consultation with the contractor, will determine the vessels sampling schedule.

2.3.5. If the project is terminated before the limit of compensable sampling days has been reached, an additional cruise may be scheduled at the discretion of PSMFC, at a time determined jointly by PSMFC and the contractor.

2.3.6. For terms of this agreement, only days meeting the definition of “sample days” as defined in Section 3.1, are compensable as sample days. If, during a cruise, inclement weather, vessel equipment failure, or other development makes it impossible or unwise to continue sampling operations, the contractor and PSMFC may elect to terminate the cruise and return to port. Alternatively, PSMFC and the contractor may jointly elect to suspend sampling operations and wait for conditions

to improve. Time loss due to vessel equipment breakdown or time spent at the dock, such as waiting for the tide, supplies or crew, is not compensable under agreement.

## **2.4. VESSEL REQUIREMENTS**

- 2.4.1. The vessel must be current on all USCG requirements and in accordance with Title U.S.C. 46 C.F.R. Parts 24,25,26, and 28 (as applicable). The vessel must be capable of longlining for Pacific halibut in depths upwards to 200 fathoms bottom depth. The vessel must be at least 55 feet in registered length and have experience operating commercial longline gear.
- 2.4.2. All hooks must be hand baited. Auto-baiting machines are prohibited.
- 2.4.3. The vessel must have sufficient open deck area to allow space for fish sampling equipment (e.g., baskets, scales, sampling table, measuring boards, etc.) and processing the landed catches.
- 2.4.4. PSMFC will reimburse the contractor for all fuel costs and any moorage fees accrued during the work. Receipts must be provided for reimbursement. All Pacific halibut caught will be released with minimal injury after processing, and all rockfishes caught will be released using descending devices to minimize mortality. No sale of Pacific halibut will occur during this study.
- 2.4.5. The vessel must have clean and sanitary living conditions and adequate space for up to 2 to 3 scientific crew members (men and/or women).
- 2.4.6. The vessel must have one head and a functional shower available for use by the scientific crew. Doors to toilet or bathing facilities must be fitted with an operational lock or latch to ensure the user's privacy. The vessel will furnish soap, toilet paper, and paper towels.
- 2.4.7. The vessel must have sufficient fresh water capacity to accommodate reasonable shower use by a 2 to 3 person scientific crew and the vessel crew. The vessels shower must also be serviced by a hot water heater.
- 2.4.8. The vessel must have work spaces and berthing spaces that are adequately ventilated and free from excess engine noise and hydrocarbon fumes. Smoking of tobacco inside the vessel is prohibited while on charter.
- 2.4.9. The vessel must have adequate deck lighting to support early-morning or nighttime work operations. Lighting from several angles to reduce shadows is desired.
- 2.4.10. The vessel must have available 110-volt power inside the vessel that can be used for downloading the video data and charging of cameras and laptop computers.

## **2.5. CREW REQUIREMENTS**

- 2.5.1. The Captain must have a minimum of five years of fishing experience as master of a comparable-sized vessel in Pacific coastal waters. The Captain must also have experience using longline gear off the Oregon and/or Washington coast.
- 2.5.2. The crew must have experience with hand baiting longline gear.
- 2.5.3. The Captain shall be competent in the use of modern navigational and fisheries sonar equipment.
- 2.5.4. The crew shall consist of a Captain and at least two deckhands. In addition to the normal duties reserved for the deckhands, one or more of the deckhands or the Captain will also accomplish the responsibilities of engineer and cook. If desired, the crew may include an additional deckhand capable of operating the vessel to provide additional flexibility for the crew and to ensure all crew members receive adequate rest.
- 2.5.5. The deckhand undertaking the responsibilities of engineer shall have a minimum of five years of experience.
- 2.5.6. Captain/crew members with previous research experience are highly desired.
- 2.5.7. The Captain must record logbook data on all sets conducted during the research project. At conclusion of the project a copy of the logbook data must be provided to the chief scientist.

## **2.6. SCIENTIFIC CREW**

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



## 2.7. OPERATING PROCEDURES

- 2.7.1 Before departure and commencement of operations, the Chief Scientist will provide a joint orientation meeting with the Captain, crew members, and scientific staff. This orientation will cover the objectives and methods for accomplishing the project goals.
- 2.7.2. Workday length and hours will be determined by the Chief Scientist in consultation with the Captain. The length of working days will range from 10 to 12 hours. Work schedule decisions will be based on the type of activity expected (in-port preparations, transit, sampling, etc.), prevailing weather conditions, and the provisions of the cruise plan. The Chief Scientist has the final authority except in matters relating to safety of the vessel and crew. The work day of the vessel crew will likely exceed that of the scientific crew, since they will be required to be awake and conduct a wheel/anchor watch (as required by the United States Coast Guard (USCG) Navigational Rules of the Road) at night while the vessel runs to the next station, drifts, lies at anchor, or runs to the first sampling station early in the morning. **Failure to maintain a wheel/anchor watch (as required by the United States Coast Guard [USCG] Navigational Rules of the Road) will result in a breach of contract and termination of charter work.**
- 2.7.3. The Chief Scientist and Captain will work together to resolve all problems, which may occur regarding the project. In the event the Chief Scientist and Captain are unable to resolve a problem which has the potential for invalidating the project or threatens the safety or welfare of the scientific crew, the Chief Scientist will direct the vessel to return to port where an acceptable solution will be arranged between the PSMFC and the Contractor or the research cruise will be terminated. In such situations, the vessel will go off charter if required to return to port and will remain off charter until the problem has been resolved and the vessel has returned to the project area. Note: Grounds for such actions include specifically the requirement that scientific crew not be harassed, assaulted, opposed, impeded, intimidated, threatened, interfered with, or subject to unwelcome advances.
- 2.7.4. The 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.

## 2.8. CONTRACTOR RESPONSIBILITIES

- 2.8.1. PSMFC will provide the gangions (including the snaps and hooks), bait, floats, and sampling equipment needed for the project. A Contractor that already has existing longline gear such as groundlines, anchors, buoys, and flag sticks that can accommodate two pairs of gear (with each set of gear within a pair consisting of three skates) is highly desired.

- 2.8.2. The Contractor will be responsible for all vessel-related gear needs (other than that supplied by PSMFC), including supplies normally needed for routine maintenance, any vessel-related gear lost or damaged during the charter, and for successfully descending and releasing rockfishes back to depth. Contractor agrees to provide labor to repair the vessel as needed. There will be no reimbursements for gear elements that may be lost at sea (i.e., skates, buoys, anchors, etc.).
- 2.8.3. 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.

## 2.9. COVID-19 & VESSEL SAFETY PROTOCOL

- 2.9.1. COVID-19: Prior to the vessel departing from port to begin the first charter sample day, the scientific staff and vessel crew will take a COVID-19 rapid antigen test. Any scientific staff or vessel crew with a positive test will be prohibited from project participation.
- 2.9.2. The vessel Captain is responsible for all matters related to the safety of all crew, the vessel, and equipment operation. The Captain will adhere always 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 maintain a wheel/anchor watch (as required by the United States Coast Guard [USCG] Navigational Rules of the Road) will result in a breach of contract and termination of charter work.**
- 2.9.3. 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.
- 2.9.4. The Contractor shall provide USCG approved life jackets for all vessel crew members. The scientific crew members will provide their own life vests.
- 2.9.5. 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.
- 2.9.6. A Category I EPIRB (Emergency Position Indicating Radio Beacon) must be affixed to the exterior of the vessel in a manner approved by the USCG.

- 2.9.7. 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.
- 2.9.8. No Sex, alcohol, or drugs – This rule will be stated as part of the Chief Scientist's orientation before the common.
- 2.9.9. 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. The vessel must also be current on all USCG requirements and in accordance with Title U.S.C. 46 C.F.R. Parts 24,25,26, and 28 (as applicable).

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

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

## **2.11. EXECUTION OF CONTRACT**

- 2.11.1. 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 oversees the research operations on board the vessel.

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

3.1.5. “Mobilization day” is defined as a day preceding scientific operations required for loading or installing of the scientific equipment.

3.1.6. “Demobilization day” is defined as a day succeeding scientific operations required for unloading or removal of the scientific equipment.

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

### **3.2. QUESTIONS**

3.2.1. Questions shall be submitted via email no later than 20 March 2023 to:

Mark Lomeli, Pacific State Marine Fisheries Commission

Email: mlomeli@psmfc.org

3.2.2. Answers to written questions will be posted on the PSMFC website (<http://www.psmfc.org/procurements/blog>) no later than 22 March 2023.

### **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 29 March 2023.

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 PSMFC by 4:00 p.m., local time, on 29 March 2023.

3.4.8. Late proposals

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

3.4.8.2. There is acceptable evidence to establish that it was received at the PSMFC

installation designation for receipt of offers and was under the PSMFC's control prior to the time set for receipt to offers; or

- 3.4.8.3. It is the only proposal received.
- 3.4.8.4. However, a late modification of an otherwise successful proposal that makes its terms more favorable to the PSMFC will be considered at any time it is received and may be accepted.
- 3.4.8.5. Acceptable evidence to establish time of receipt at the PSMFC installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of PSMFC personnel.
- 3.4.8.6. If an emergency or unanticipated event interrupts normal PSMFC processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent PSMFC requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal PSMFC processes resume.
- 3.4.8.7. Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn via facsimile received at any time before the award, subject to the conditions specified in the provisions in Federal Acquisition Regulation (FAR) 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offer or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- 3.4.8.8. Offeror's shall submit proposals in response to this solicitation in English and in U.S. dollars.
- 3.4.8.9. Offeror's may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- 3.4.8.10. Offeror's may submit revised proposals only if requested or allowed by the Program Manager.

### **3.5. OFFER EXPIRATION DATE**

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

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

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

### **3.7. CONTRACT AWARD**

3.7.1. The PSMFC intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluating in accordance with the factors and subfactors in the solicitation.

3.7.2. The PSMFC may reject any or all the proposals if such action is in the PSMFC's interest.

3.7.3. The PSMFC may waive informalities and minor irregularities in proposals received.

3.7.4. The PSMFC intends to evaluate proposals and award a contract without discussions with offeror's (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The PSMFC reserves the right to conduct discussions if the Program Manager later determines them to be necessary. If the Program Manager determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Program Manager may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

- 3.7.5. The PSMFC reserves the right to make an award on any item for a quantity less than a quantity offered, at the unit cost or price offered, unless the offer specifies otherwise in the proposal.
- 3.7.6. The PSMFC reserves the right to make multiple awards if, after considering the additional administrative cost, it is in the PSMFC's best interest to do so.
- 3.7.7. Exchanges with offeror's after receipt of a proposal do not constitute a rejection or counteroffer by the PSMFC.
- 3.7.8. The PSMFC may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced prices exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Program Manager determines that the lack of balances poses an unacceptable risk to the PSMFC.
- 3.7.9. If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- 3.7.10. A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- 3.7.11. The PSMFC may disclose the following information in post award debriefings to other offeror's:
- 3.7.11.1. The overall evaluated cost of price and technical rating of the successful offeror;
  - 3.7.11.2. The overall ranking of all offeror's, when any ranking was developed by the agency during source selection; and
  - 3.7.11.3. A summary of the rationale for award.

### **3.8. PROPOSAL EVALUATION CRITERIA**

- 3.8.1. The following criteria and evaluation weighting will be used for evaluating both solicited and unsolicited proposals.
- Vessel characteristics (30 Points)
    - Vessel size, horsepower, available deck space and lighting
    - Vessel electronics, space and layout
    - Communication equipment
    - Number of available berths



- Charter rate/costs (25 Points)
- Captain/crew members fishing experience, particularly with longline gear (15 Points)
- Captain/crew members experience with fisheries research (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.

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

Provide vessel, captain, crew, fuel, and all gear necessary to conduct the work described in sections 2-3 of the RFP titled “Vessel Needed for Pacific Halibut Semi-demersal Longline Study - IPHC Reg. Area 2A”. PSMFC will reimburse the contractor for all fuel costs and any moorage fees accrued during this project (receipts must be provided for reimbursement). There will be no reimbursements for gear elements that may be lost at sea (i.e., skates, buoys, anchors, etc.). The desired timeline to completed this work is between 01 May and 31 October 2023.

	Quantity of Full Charter Days	Daily Charter Rate	Vessel Bid Amount
Sampling Days	8	\$ _____	\$ _____
Mobilization Day	1	\$2,000 *	\$ 2,000
Demobilization Day	1	\$2,000 *	\$ 2,000
Total			\$ _____

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

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

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

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

**Section 5: ATTACHMENTS**

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

**1. GENERAL VESSEL CHARACTERISTICS**

Owner Name \_\_\_\_\_

Registration  
No. \_\_\_\_\_

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

Phone  
(\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

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

Vessel Back Deck Width \_\_\_\_\_

Equipped for bottom longlining up to depths of \_\_\_\_\_ fathoms

Number of skates, and the approximate length of each skate, the vessel has available for this project:

# of skates \_\_\_\_\_, approximate total length of each skate \_\_\_\_\_

Diameter of your skates/groundline: \_\_\_\_\_.

Is the vessel crew experienced in descending and releasing rockfishes back to depth? Yes / No

**Main Engines:**

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

**Auxiliary Engines:**

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

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

**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 charging the sampling equipment? Yes / No

**Available Deck Space and lighting**

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

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

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

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

**Communication and Navigational Electronic Equipment**

Satellite Telephone available: Yes / No

Plotter: GPS / LORAN

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

Please note any other available communication and navigational electronic equipment.

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

**Living Quarters**

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

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

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

Is there anything additional you would like us to know about your vessel?

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**5.2. CAPTAIN/CREW MEMBERS FISHING EXPERIENCE**

(One sheet each for Captain and each crew member)

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

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

Dates      Target/Gear & Location      Responsibilities      Specialized Experience

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**5.3. SAFETY EQUIPMENT AND TRAINING**

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

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

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

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

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

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

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

Yes / No

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

**5.4. VESSEL AVAILABILITY**

The desired timeline to completed this work between 01 May and 31 October 2023. 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.)?

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**5.5. IDEMNITY AND INSURANCE**

**IDEMNIFICATION**

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

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

**INSURANCE COVERAGE**

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

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

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

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

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

c. Vessel Hull and Machinery Coverage

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

**SUBROGATION WAIVER PROVISION**

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

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

- 1) Evidence of Insurance provision. Before the final execution of this contract, Contractor shall produce a standard Accord from Certificates of Insurance with Insurance Carriers acceptable to the PSMFC/NMFS, evidencing all required insurances. The Certificate shall also comply with the Subrogation Waiver Provision and forward actual endorsements from the 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.