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### INVITATION TO BID # 19-77-01-VC

**Date Issued: 1 April 2019**

**Response Deadline: 19 April 2019**

**Tentative dates of cruise: 5-7 days between May 30 and June 6, 2019**

**BID TITLE: Pacific Herring Age at Maturity Collections in Prince William Sound (PWS)**

**PURPOSE:** The purpose of the project is to catch adult Pacific herring in Prince William Sound (PWS), Alaska, using jig and gillnet gear as part of a multi-year study of Pacific herring age at reproductive maturity.

**EXPECTED OPERATIONS:** The project requires field work in early June using jig and gillnet gear to collect adult Pacific herring. It is unknown where groups of herring will occur during this time. Thus, we anticipate working with a pilot and observer in the days before and during this cruise to identify locations of herring in PWS. Once locations are identified, we aim to catch ~1000 fish within the 3-5+ age classes.

The vessel, with licensed captain and adequate crew will serve as both living quarters for up to three scientists and as a platform for the capture of Pacific herring. Once fish are collected they will be either processed onboard or transported back to Cordova to be processed at Prince William Sound Science Center (hereafter Science Center).

**LOCATION OF VESSEL OPERATION:** Vessel will depart from and return to Cordova, Alaska. The charter area will be Prince William Sound.

**REQUIRED EQUIPMENT:** The equipment required on the vessel includes bunk space for 3 Science Center staff and collaborators. The vessel must have the capability to run a standard fish finder, deploy a herring gillnet and jig gear, communicate via VHF radio with pilots searching for herring schools, and have freezer space for storing processed herring.

**LENGTH OF CONTRACT:** A maximum of 7 days is allocated for the effort in late May/early June 2019. However, once ~1000 fish have been caught then the cruise may terminate and return to Cordova. Given the uncertainty over the timing of actual cruise operations, a minimum 5-day contract will be awarded even if the cruise is a shorter duration. Our intention is to load the vessel the morning of departure. Vessel may be required to dock at public pier for loading of items using

the public crane. Science Center staff are responsible for loading and unloading their personal equipment to and from the vessel.

**CONTRACT PERIOD:** Between May 30 and June 6, 2019. Exact start date will depend on vessel and Science Center staff schedules.

**DUTIES OF CONTRACT:** In the role of operations base and living quarters for Science Center staff and cooperating parties, the vessel, its captain and crew will be required to provide these services and accommodations:

- A. General navigation and operation of the vessel either underway or at anchor.
- B. Basic living accommodations for at least 3 Science Center staff and collaborators.
- C. Three meals per day for all persons aboard the vessel. This includes meal preparation, cooking and clean-up.
- D. General cleaning of the interior and exterior of the vessel.
- E. General assistance to the Science Center staff and collaborators in the performance of their work, including loading and unloading gear, fish collections.

**VESSEL INSPECTION:** The vessel will be subject to inspection by the United States Coast Guard (USCG) and the Science Center. The USCG courtesy inspection will not be required if the vessel has passed a USCG inspection within the last twelve months. A copy of the servicing/re-inspection certificate for all life rafts on the vessel must be provided.

The bidder must upon 7-days notice make the vessel available for inspection in Cordova. By the date set for the vessel inspection, all equipment called for in this contract must be installed and functional. The vessel owner must pay the cost of all the equipment not specified as being supplied by the Science Center and of any vessel alterations needed to meet the requirements of this contract. If, at the time of inspection, a vessel fails to meet the contract requirements, the Science Center may terminate the contract.

**SEAWORTHINESS:** Inspection of the vessel is not intended to convey acceptance by the Science Center nor should it be considered conclusive evidence that the Science Center believes the vessel is seaworthy. If during the Science Center's inspection or at any time during the subsequent term of the contract, conditions are noted that might affect the safety or seaworthiness of the vessel, the Science Center will arrange for further inspection by a person with the appropriate credentials to determine if the condition of the vessel is acceptable. If not, then this contract is considered null and void.

**VESSEL REQUIREMENTS:**

- A. A vessel approximately 32 feet in length or larger. Crew should be adequate to pilot the vessel and assist with deployment of gear.
- B. Of sufficient size to sleep captain and up to 3 Science Center staff and collaborators.
- C. Lab-type space for the processing of herring samples including freezer space for sample storage.
- D. Stove, oven, sink, galley, table, and all materials and equipment necessary for daily meal preparation, cooking, and clean-up.
- E. Refrigerated storage space sufficient to maintain fresh food for all personnel for the duration of the longest continuous period of operation.
- F. Sufficient fresh water to allow daily washing of dishes and personal hygiene and hydration needs of all persons on board. Sufficient water to allow 10-12 days continuous operation is preferred.
- G. Radar, with a minimum range of 20 miles, in good operating condition and sonar.

- H. Automatic pilot in good operating condition. Fathometer with a 150-fathom range. Back-up systems desirable. Minimum of two anchors with ground tackle; all of the size and type required for the size and type vessel chartered.
- I. Radio transmitter and receiver in good operating condition equipped with standard marine frequencies for the area in which operations will be conducted; VHF channel 16 and at least one other channel are required. Radio transceiver with at least 25-watt output capable of operating on standard marine frequencies. Back-up system is desirable.
- J. Global Positioning System (GPS) with navigational plotting preferred and in good working order.
- K. The vessel shall meet minimum U.S. Coast Guard safety requirements and must have the following safety equipment aboard:
  - (1) USCG approved first-aid kit.
  - (2) USCG approved fire-fighting equipment of the size and type required for the size and type vessel chartered.
  - (3) USCG approved life rafts. The rated capacity of the rafts must be adequate to accommodate all of the people aboard the vessel. This includes the captain, the crew, and all of the Science Center personnel and cooperating parties. A SOLAS A-pack life raft is preferred.
  - (4) Survival suits are required for all of the people aboard the vessel. This includes the captain, the crew, and all of the Science Center personnel and cooperating parties.

**USCG LICENSE:** The vessel captain must be licensed in accordance with Title 46, Code of Federal Regulations (CFR), Subpart D "Professional Requirements for Deck Officers Licenses". This contract requires, at a minimum, the following license: Operator of Uninspected Passenger Vessel for Inland Waters, previously known as a Six Passenger License.

In the space provided, please enter the name of the person who will serve as captain of the vessel. That person must be properly licensed. A photocopy of that person's USCG license must be submitted to the Science Center. If during the term of the contract, a different person is retained as captain, a photocopy of that person's license must be submitted to the Science Center prior to the time the person begins working as vessel captain and must be accepted and authorized by the Center. The contractor's failure to follow this procedure may cause the Science Center to terminate the contract.

VESSEL CAPTAIN for this Cruise: \_\_\_\_\_

*Please identify the minimum and highest rating held by the above named captain.*

- Operator of Uninspected Passenger Vessel/Six Passenger  Inland  Near Coastal
- Master, Vessel  Inland  Near Coastal

**CREW REQUIREMENTS:** At a minimum, the vessel crew will consist of a captain and adequate crew members to handle the boat and gear. The contractor will be responsible for payment of wages and direct cost of employment and benefits, if any, to the vessel crew members. The Science Center will be responsible for payment of the daily charter rate only and will not reimburse the contractor for crew wages in addition to the charter rate.

**UNUSUAL HOURS:** Long days and very late or very early hours may be necessary to complete our goals. Daily sampling schedule will be determined by the Science Center crew leader in cooperation with the vessel captain. The captain will not be required to operate the vessel more than 12 hours in a day.

**DELAYS OR INTERRUPTIONS OF OPERATIONS:** For each hour of contract time lost, for any reason other than weather or an act directly attributable to personnel or cooperating parties aboard the vessel, the Science Center will, on each occasion, be entitled to deduct from the total

contract payment, an amount equal to the hourly contract rate for each of the hours the vessel or essential equipment on the vessel is out of service.

**CANCELLATION:** The Science Center will have the sole discretion to cancel any contract after the charter has commenced, if it is determined that the vessel does not comply with the terms specified in this contract.

**TERMINATION OF THE CONTRACT:** The Science Center may, without fault or liability, terminate the contract if: the condition of the vessel or essential equipment on the vessel remains such that it cannot be used for work by Science Center personnel for a period of more than seventy-two hours; insubordination and/or lack of cooperation by the captain or crew; failure of the captain, vessel, or crew to report at the time and location specified in this contract.

In the event of early termination of the contract, the vessel will be made available to the owner under the following conditions: Science Center-owned gear may be placed in storage or returned to a location that is mutually agreed upon by the Science Center and the vessel owner; charges for gear storage will be paid by the Science Center or cooperating parties; the Science Center will not assume any liability for transporting the captain or crew to their home port; contract payments will cease on the hour and date the vessel is unable to continue normal operations.

The Science Center reserves the right to terminate the contract for cause, including but not limited to: 1. Availability and appropriation of funds. If the Science Center elects to terminate the contract due to no fault of the vessel owner, the Science Center will pay for performance up to the date of contract termination plus the cost of one (1) additional charter day.

**COMMAND OF THE VESSEL:** The captain's orders will be final in matters regarding the general operation of the vessel, the operation of the vessel's equipment and fishing gear, the general activities and safety of the crew, Science Center personnel and cooperating parties and the navigation of the vessel.

The captain will obey all orders given by the Science Center chief scientist regarding the Science Center's research activities, provided those orders do not endanger the vessel or the people aboard the vessel.

The captain will operate the vessel in accordance with U.S. Coast Guard, Science Center and other applicable regulations, rules and statutes pertaining to the safe and legal operation of the vessel.

#### **SAFETY AND OPPORTUNITIES FOR IMPROVEMENT**

PWSSC prohibits the consumption of alcohol, marijuana, or illegal drugs by PWSSC staff and contractors at any time during fieldwork, including both land and sea-based assignments. Our zero-tolerance policy is established to prevent risks and hazards presented by use of alcoholic beverages, marijuana, or illegal drugs while aboard a vessel or working in the field. Ship staff or scientific party members may not: a) possess alcoholic beverages, marijuana, or illegal drugs while aboard the ship; b) consume any alcoholic beverage, marijuana, or illegal drug while aboard the ship; c) consume alcoholic beverages, marijuana, or illegal drugs while on duty ashore or afloat; or report for duty or watch while under the influence of alcohol, marijuana, or illegal drugs at sea or in port. If personal alcohol supplies are brought aboard the vessel, they must be secured by the captain until released to the owner for removal once in port. Such carriage must be approved by the captain prior to loading and may be refused by the captain for any reason. The captain of the vessel must report all violations to Scott Pegau, COO, PWSSC.

The vessel crew and science staff are expected to abide by the safety policy of PWSSC as listed below. Safe operations are of paramount importance in all PWSSC activities. All workplace injuries and illnesses are preventable.

- ❖ It is everyone's responsibility to ensure safe practices are followed at all times.
- ❖ Everyone is responsible for the safety of not only themselves, but the others around them.
- ❖ All employees can stop an operation if they feel it is unsafe.
- ❖ Do not participate in activities if you feel you cannot contribute in a safe manner.
- ❖ You must think through operations to identify hazards and how to mitigate them.
- ❖ Briefings are to be provided for activities that are not conducted on a regular basis, or include unusual risks.
- ❖ You are responsible for ensuring you understand the activities you are involved with, the risks associated with the activities, and your role in the activities.
- ❖ Personnel should identify areas where safety can be improved and provide them to the activity lead, and COO or CEO.
- ❖ Safe conduct is a condition of employment at Prince William Sound Science Center.
- ❖ If there is an incident the COO or CEO must be notified at the first opportunity.

The captain will document and report in writing any known safety incidents, accidents, and opportunities for improvement to both the chief scientist of the chartered cruise as well as the COO of PWSSC ([wspgaw@pwssc.org](mailto:wspgaw@pwssc.org) or 907-253-7786 mobile) as soon as communications with each individual can reasonably commence, and preferably within 48 hours of any incident, accident, or opportunity for improvement.

Examples of incidents, accidents and opportunities for improvement may include, but not be limited to:

- Accidents resulting in injuries
- Accidents not resulting in injury but which placed an individual at risk during the cruise
- Environmentally impacting events
- Equipment damage or malfunction of machinery critical to vessel or research operations
- Hazardous occurrences, such as near misses or collisions with other vessels or obstacles to safe passage (e.g. rocks, soft bottom, etc.)
- Non-compliance of PWSSC staff with safety procedures mandated by captain, crew, or PWSSC policy.
- Suggested safety modifications and/or improvements to research operations
- A deficiency in the vessel identified by external organizations, i.e., US Coast Guard

The report shall include the following basic information:

1. A description of the situation.
2. Probable causes, if known.
3. Consequences with respect to harm to people, damage to the environment or property, and/or loss of operational safety; and/or the impact on the cruise objectives.
4. Suggestions and recommendations for short term repair, long term repair and future prevention as applicable.

#### **CONSUMABLES TO BE PROVIDED BY THE CONTRACTOR AND INCLUDED IN**

**THE PER DAY CONTRACT PRICE:** It will be the responsibility of the contractor to pay for the lubricants and filters to comply with this term of the contract. In addition, the vessel must have on board extra lubricants, oils, greases and filters in amounts sufficient for the entire contract period.

The contractor will provide three ample, balanced, and nutritious meals each day for all Science Center personnel and collaborators, the vessel captain and the crew.

**MISCELLANEOUS PROVISIONS:** The Science Center may, at its own expense and only for the term of the contract, install and retain in the vessel equipment necessary to accomplish their work. The Science Center will remove this equipment at the termination of the contract period without damage to the vessel.

**HOLD HARMLESS:** The contractor will indemnify, hold harmless and defend the Science Center, its officers, agents and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the contractor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract.

All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising directly or indirectly from the contractor's performance of this contract which are caused by the joint negligence of the Science Center and the contractor will be apportioned on a comparative fault basis. Any such joint negligence on the part of the Science Center must be a direct result of active involvement by the Science Center.

**INSURANCE:** The contractor will maintain insurance satisfactory to the Science Center's insurer, Alaska USA Insurance brokers. Certificates of Insurance will be furnished to the Contracting Officer within 10 days of the contract award or at least 3 days prior to the charter departure date, whichever is earlier. This insurance will provide for a 30-day prior notice of cancellation, non-renewal or material change in such insurance.

Proof of insurance is required for the following:

- A. Protection and Indemnity, including crew exposure, in the amount of \$1,000,000.
- B. The PWSSC and its insurance broker, Alaska USA Insurance Brokers, Inc. will be named as additional insured for the period of this contract.

Failure to supply satisfactory proof of insurance within the time required will cause the Science Center to void the contract.

(See Signature Page, separate page below) Please sign and submit the Signature Page as response to the ITB.

**TO BID:** Bids may either be dropped off at PWSSC or emailed to Arissa Pearson ([apearson@pwssc.org](mailto:apearson@pwssc.org)) as well as Kristen Gorman ([kgorman@pwssc.org](mailto:kgorman@pwssc.org)), please include both Arissa and Kristen on email submissions. For questions regarding the work to be completed please email Kristen Gorman.



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**INVITATION TO BID - 19-77-01-VC**

**Signature Page:**

Owner – On submittal of this ITB agrees to the above provisions and approves the vessel charter per day amount listed below. Please sign in the space below. The Prince William Sound Science Center will sign in the space provided below upon acceptance/awarding of this ITB and rate.

**BID: Amount of the contract:** Please quote the rate for operating day (12 operating hours) and standby or weather days, per day, not including fuel. Fuel charges will be paid by the Prince William Sound Science Center.

Quote: Day Rate: \_\_\_\_\_ Weather Day Rate: \_\_\_\_\_.

**PAYMENT FOR THE CHARTER:** The PWS Science Center will accept invoices on a weekly or bi-weekly basis for work performed or on a schedule to be determined between the contractor and the PWS Science Center. Please submit invoices to: Prince William Sound Science Center, Attn: Accounts Payable, P.O. Box 705, Cordova, Alaska 99574-0705. Payment will be made within 30 days of receipt of an invoice.

**CHARTER VESSEL OWNER**

_____	_____
(Signature)	(Date)
_____	_____
(Printed or type Vessel name & Charter vessel owner)	(Tax Identification #)
_____	
Mailing Address, City, State	
_____	_____
(Charter operator email address)	(Charter operator phone #)

**PRINCE WILLIAM SOUND SCIENCE CENTER**

_____	_____
(Signature)	(Date)
_____	
(Printed or typed Name and Title of PWS Science Center Agent)	