

**2009 Cooperative Monkfish Survey – Southern Portion
(Southern Georges Bank, Southern New England and Mid-Atlantic
Region)**

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Statement of Work

2008 Cooperative Monkfish Survey – Southern Portion

(Southern Georges Bank, Southern New England and Mid-Atlantic Region)

The Contractor shall furnish the necessary personnel, materials, equipment, services and facilities (except as otherwise specified), to perform the following statement of work/specifications.

1.0 GENERAL

The Ecosystem Survey Branch and the Cooperative Research Program of the National Marine Fisheries Service (NMFS), Northeast Fisheries Science Center (NEFSC) is requesting the charter of one monkfish (*Lophius americanus*) fishing vessel. The vessel shall be involved in conducting sampling of the monkfish population in U.S. waters in the southern Georges Bank, Southern New England and Mid-Atlantic region. The purpose of the sampling will be (1) to estimate distribution and abundance of goosefish in this region in depths ranging from 15 to 250 fathoms (27 to 450 meters), (2) to conduct experimental work to estimate net efficiency for each net used in the survey, for a range of depths and habitat types, and (3) to conduct experimental work (paired towing) to evaluate the efficiency of NEFSC standardized bottom trawls.

2.0 SPECIFIC TASKS AND RESPONSIBILITIES

2.1 Period of Performance

The work will require between 40 and 50 sea days during the period February 9, 2009 and April 30, 2009. We expect to conduct the survey in legs (trips) which will generally be 10 days in length. The vessel would leave port on a Monday and return on a Wednesday. One longer leg (12 days) may be required to accomplish stations furthest from the vessels home port. This will be dependant on the vessels location. Shorter legs may also be required in order to do comparative work with other vessels. Flexibility will be required on the vessels part.

If survey work is completed in less than the allocated time, the vessel will be reimbursed for only those days actually at sea (sea days). A full sea day is defined as 12 hours or more spent steaming to or from a vessel's home port for the purpose of conducting the survey, and the days actually spent conducting the survey. Calendar days of less than 12 hours will be prorated at an hourly rate based on the daily rate agreed upon for the contract period. Conducting the survey is defined as steaming to each station, towing at each station location and laying-to due to bad weather or scientific equipment failure. The number of sea days may be reduced if all stations have been occupied and all experimental work completed in less than the maximum 50 days allotted.

The vessel shall be available for installation and testing of electronic survey equipment for a period of 3 days immediately prior to departure for the first leg of the survey. The vessel shall be at the homeport on or about February 9, 2009, prepared with the necessary fuel,

food and crew to conduct a 10-day leg of the cruise. Loading of the scientific staff and their equipment will be done at a mutually agreed time prior to the beginning of the cruise.

The vessel shall be placed off-hire in the event of loss of time due to any Contractor and vessel-related operational deficiencies. Any underway days lost by the vessel during the currency of the Contract due to operational deficiencies shall be added to the charter period at the Government's option, declarable prior to the termination of the charter period and at no cost to the government. If time is lost due to stress of weather or faulty scientific equipment, which is the property of the government, such loss of time shall be for the account of the government.

2.2 Cruise Operations

Prior to the commencement of the charter, the vessel will be made available to NEFSC scientific staff, on mutually-agreed upon date(s), to inspect the vessel, install scientific equipment, and to meet with the Master and owners. Any software, gear, nets and/or equipment installed on the vessel for the purpose of conducting the chartered cruise will be removed by NMFS at the end of the cruise.

The vessel must have a minimum of 5 crew, including Master, mate, engineer and cook, to operate the vessel and to support fishing and scientific operations. Ship's crew must be fluent in English. While at sea, the Master is responsible for the operation of the vessel and safety of the scientific staff and crew. The crew is responsible for operation of the vessel, fishing operations and assisting with processing of the catch. Any damage to the charter vessel and its gear which occurs during the cruise is the responsibility of the vessel. The vessel's Chief Scientist will be in charge of the cruise track and overseeing the scientific sampling.

The cruise will take place in US waters in the southern Georges Bank, Southern New England and Mid-Atlantic region, in water depths ranging from 15-250 fathoms. Fishing will occur day and night, operating on agreed-upon watches, at pre-determined station locations provided to the Master prior to departure for his/her review. The station locations will be similar to those shown in Figure 1 (labeled Mary K). The fishing nets used will be the vessels' nets, with codend replaced by a standard 6-inch diamond mesh codend to be provided by NMFS (codend defined as first 50 meshes, counting from the terminus of the net). Two nets must be provided for each net design used. Tows will be conducted according to standard operating procedures which will be provided prior to departure of the first leg. These will include a standardized tow time (time net is in contact with the bottom), a standard towing speed and other specifications to be agreed upon by the Masters and NMFS.

Retention and sale of marketable catch from survey tows will be permitted; however, retention of fish for sale must not compromise scientific operations. Funds generated from sale of catch will be used solely to defray costs of conducting the survey. Vessels will sell the catch and receive payment from the dealer. Copies of the dealer receipts and receipts for any costs of selling will be attached to the invoice for charter costs. The total charter cost invoiced will equal the daily charter rate times the number of days under charter,

minus the net proceeds from sale of the landings. Vessels should have ice and fish hold capacity for approximately 2-4 t of retained catch per survey leg.

A Scientific Research Permit from the National Marine Fisheries Northeast Regional Administrator will be obtained by the Contracting Officer Technical Representative (COTR) and maintained onboard each vessel for the duration of the survey. The COTR for this contract will be Dr. John Hoey (John.Hoey@noaa.gov, 401-782-3323). No Days-At-Sea (DAS) will be charged to the vessels under this survey activity; the vessels will be considered NOAA research vessels under this charter.

The vessel shall utilize and maintain nautical charts, deck log and/or computer software(s) that provide a record of the vessel's location, operations, operating conditions and any vessel-related significant events. These charts, logs and software output(s) shall be made available upon request of the Chief Scientist. The Master shall provide access to scientific personnel of GPS location data, speed, RPM, and other available operations data during the trawling activities, either by recording or electronically logging these data.

Nothing herein contained shall be construed as creating demise of the vessels to the Government. The Contractor under this contract shall retain complete and exclusive possession and control of the vessels and their navigation.

2.3 Provisions

Three meals per day (breakfast, lunch and dinner) shall be prepared by the vessel cook for 5 scientists per vessel. Meats shall be included at each meal along with two vegetables and dessert or fruit. Milk, coffee, tea, water, cold juice and soft drinks shall be available at all times. Meals shall be prepared during each day for which the vessel is chartered.

2.4 Emergency Medical Care, Safety and Health

a. Medical Services. The Contractor shall provide a qualified Emergency Medical Technician (EMT) holding current National certification (preferred) or at least one crewmember trained in advanced first aid, CPR and automated external defibrillator (AED) use while underway for the duration of the contract. The medical person in charge is responsible to the Master for health of crewmembers and Scientific Field Party personnel including emergency and routine care, preventative medicine and medical administration. The medical person in charge shall assist the Master in developing plans and procedures for dealing with medical emergencies, including obtaining shore side medical advice/assistance and designating and training other shipboard personnel to provide assistance in emergencies.

b. Medical Provisions. The Contracted vessel shall be outfitted with a current first aid manual, complete first aid kit and automated external defibrillator (AED). The Contractor shall provide a designated area to accommodate first aid treatment, medical equipment and other medical provisions. The Contractor shall establish adequate and reasonable controls and procedures for the custody and safekeeping of all medical supplies, equipment and controlled medical substances.

c. Medical Records. The Contractor shall maintain medical records aboard the vessel for Scientific Field Party personnel containing a minimum medical history and on-board treatment records. The confidentiality of these records shall be protected in accordance with Privacy Act provisions.

d. Hazardous Materials. The Contractor shall maintain a current library of Material Safety Data Sheets (MSDS) for all hazardous materials aboard the vessels and shall make them readily available to all personnel on board. The Field Party Chief will provide the Contractor with a current copy of an MSDS for any/all hazardous materials brought onboard the vessel by the Scientific Field Party. The Field Party Chief will be responsible for the removal of all hazardous materials not consumed during scientific operations and for the removal of all hazardous materials, if any, generated by the Scientific Field Party. The Government will provide the personal protective equipment required for the safe handling of those hazardous materials brought onboard by the Scientific Field Party. The Contractor is responsible for the compliance with all applicable environmental, health and safety laws and regulations pertaining to shipboard operations, including the use of hazardous materials, and the treatment, storage and disposal of hazardous materials (if any) generated by the vessel. It is not anticipated at this time that any hazardous materials will be brought on board. However, if this changes, arrangements will be made with the Master to accommodate the above requirements. Additional safety requirements such as an emergency eye wash station will also need to be arranged. These arrangements will be made in cooperation with the Master

2.5 Living and Working Conditions for Scientific Personnel

a. Liquor or Illegal Drugs. During the charter period, the possession or use of intoxicating liquor and or illegal drugs by any person, aboard the vessels, is not permitted and may be grounds for termination of the Contract by the Government. The Contractor shall comply with all the requirements of 46 CFR Part 16 for chemical Tests for dangerous drugs and alcohol.

b. Firearms. During the charter period, all firearms, should any be onboard, shall be kept under lock and key by the Master.

c. Smoking. Smoking shall be prohibited in all interior spaces occupied by or utilized by the Scientific Field Party. Smoking on deck shall be in designated areas only.

2.6 Passengers

The Contractor shall not permit any passengers to be transported aboard either vessel for any reason without specific approval of the COTR. This restriction applies to Government employees, Contractor's employees who are not crewmembers, Scientific Field Party personnel not assigned and the general public.

2.7 Security

The vessels shall provide a security watch while in port to ensure that unauthorized personnel are not permitted to board the vessels from shore or via the harbor. Emergency phone numbers for local port officials and law enforcement shall be available to the person on watch. Best marine practices shall be in place while underway to ensure that

unauthorized personnel or craft are not permitted to approach the vessel. The Master of each vessel shall take all additional customary and reasonable precautions to ensure that no harm befalls the vessel while in port and at sea.

3.0 VESSEL REQUIREMENTS

3.1 Minimum Vessel and Gear Specifications

The vessel and gear must be capable of safely trawling on and off the continental shelf in water 15-250 fathoms. Crew must be knowledgeable and experienced with fishing for monkfish in the region described and with conditions in the target sampling areas.

Vessel must have:

- sufficient berth space and lavatory facilities (hot water shower and sink with toilet) for 5 crew and 5 scientists
- fuel and potable water capacity to operate continuously for 12 days
- well-lit, sheltered scientific work area (minimum 100 ft²)
- equipment to monitor vessel speed, direction and bearing, and water depth
- satellite navigation system (DGPS), VHF, UHF, cellular phone, and at least two radar units
- sonar and echosounders (dual frequencies)
- weather FAX machine and LORAN are desirable but not required
- Operational computer plotter program, DGPS-capable
- email capability
- survival suits for ship's crew and Master
- freezer for storage of biological samples (minimum 20 cubic feet)
- mess facilities for concurrent seating of 5 scientists per vessel

3.2 Safety

The contractor shall ensure a USCG Fishing Vessel Safety Inspection has been passed within one year of the start of the cruise. The vessels shall meet all safety, firefighting and lifesaving equipment requirements as found in applicable sections of Title 46 of the Code of Federal Regulations, Part 28. The vessels shall be outfitted with personal floatation devices and survival craft of sufficient number and capacity to accommodate all on board including visiting scientific party and of the type required for a vessel of its size, class, and service in accordance with 46 CFR. Survival suits for the ship's crew must be provided by the Contractor; the scientific party will provide their own survival suits. The government reserves the right to inspect the vessels for safety, firefighting and lifesaving capabilities in accordance with a memorandum of understanding between NMFS and the USCG prior to award and commencement of the charter. A pre-cruise orientation meeting aboard each vessel shall be conducted for the scientists and crew regarding the vessel's safety, firefighting and lifesaving capabilities assigned responsibilities and procedures.

3.3 Stability

The vessel shall be of design and shall be operated and maintained in a condition that warrants it seaworthy and stable in accordance with the American Bureau of Shipping's Guide for Building and Classing Fishing Vessels and the 46 CFR, Part 28, Subchapter E as

applicable, taking into consideration itinerant loads identified herein. The vessel is required to have a Stability Letter signed by a recognized naval architect certifying that the vessel meets minimum stability requirements. The vessel shall be operated in accordance with the conditions identified in the Stability Letter.

3.4 Material Condition, Structural and Watertight Integrity

The contractor shall provide one or more of the following, reflecting the vessels current configuration, as evidence of the vessel being maintained in a seaworthy condition: evidence of a drydocking survey, or underwater survey in lieu of drydocking, and an internal structural examination within the two years prior to the initiation of the cruise; or proof of satisfactorily passing an inspection completed by the contractors marine insurance carrier within one year of initiation of the cruise. The Government reserves the right to inspect the vessel's material condition with respect to maintenance of vital systems, vessel configuration, and watertight integrity prior to award and commencement of the charter.

3.5 Regulatory Compliance

The vessel shall be outfitted, operated and maintained to meet all applicable federal, state and local environmental, health, safety and pollution control regulations. The Contractor shall have on board during the currency of this contract all certificates, records and other documents required by applicable laws and regulation including a Certificate of Financial Responsibility meeting requirements of the U.S. Coast Guard. Vessel must not have any current operator or vessel permit sanctions.

3.6 Insurance

The Contractor shall at all times indemnify and save harmless the Government from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings by whomever made, brought or presented in any manner based upon, occasioned by or attributed to the execution of these presents, or any action taken or things done or maintained by virtue hereof or the exercise in any manner of the rights arising hereunder, this provision to cover any loss or damage to the vessels, the crew thereof and all other vessels and persons.

a. Maintenance of Marine Insurance Coverage. During the full period of this Contract the Contractor shall maintain the customary full-form marine insurance coverage on the vessels including Hull and Machinery and P&I taking into account scientific personnel employed on board. The P&I policy should be adjusted to ensure coverage up to \$1M per accident. The expense for such insurance coverage shall be for the Contractor's account and shall be deemed to be included in the hire payable under this contract. Copies of the Insurance Policy shall be provided by the Contractor as technical information within the quote package as outlined in Section G.4. Copies of the Insurance Policy as required by the above specifications will be submitted to the COTR prior to the cruise to ensure that all criteria have been met.

b. Limitation of Charter's Liability. Except as otherwise specifically provided herein, the Government shall not be liable for any loss, damage, expense, cost or liability whatsoever and howsoever incurred by the Contractor or vessels which is recoverable under any

insurance carried by the Contractor or would have been recoverable under insurance required by Section B.6.a herein.

c. Notification to Government. Contractor shall to the maximum extent practicable, keep the Government, through Contracting Officer, currently informed in writing as to the potential vitiation, suspension, lapse, or termination of any vessels' insurance policies as a consequence of this contract.

d. Government named Assured. The Government shall be named as an assured, with waiver of subrogation noted, under the vessels' Hull and Machinery policy (and under the Increased Value policy if applicable), under the vessel's P&I entry, under the Vessel Pollution policy, under the vessel's War Risk Hull and Machinery policy including P&I. Copies of the Insurance Policy shall be provided by the Contractor as technical information within the bid package as outlined in Section G.4. Copies of the modified Insurance Policy as required by the above specifications will be submitted to the COTR prior to the cruise to ensure that all criteria have been met.

4.0 TECHNICAL INFORMATION SUBMITTAL

As part of the solicitation, the Contractor shall submit the following technical information for government review and evaluation.

1. Description of vessel characteristics and configuration, particulars and general arrangement. Copy of net plan for each net to be used in the survey.
2. Description of each vessel's commercial fishing history and any other information important in evaluating the vessel's fishing capability.
3. Description of the Master's and crew's work experience and qualifications including copies of licenses held and emergency medical qualifications and descriptions of research qualifications and past survey work performed.
4. Copies of pertinent vessel documentation including a stability letter from a recognized naval architecture firm, a copy of the full-form marine insurance coverage on the vessels including Hull and Machinery and P&I and a copy of either the above described structural survey or insurance carrier inspection.
5. Waiver signed by vessel owner agreeing to release of all data collected during the survey.
6. Due to rising fuel costs, the contract will include a fuel charge supplement clause so that the estimated daily cost provided by the vessel owner can be adjusted between the time the bid is submitted and when the survey cruises occur. Vessel operators should provide estimates of the average daily fuel consumption, as well as the proportion of the total daily cost that is attributed to fuel and other fixed costs.

Figure 1. Station locations visited during 2001 cooperative monkfish survey. Similar station locations will be visited during the 2008 cooperative survey.

