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## 2020 IPHC Special Winter Charter Vessel Bid Specifications

PREPARED BY: IPHC SECRETARIAT (01 OCTOBER 2019)

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The International Pacific Halibut Commission (IPHC) is requesting applications from commercial longline or research vessels to perform a special setline charter between 6 January and 3 April 2020. The purpose of the charter is to collect Pacific halibut tissue samples for a genetic investigation of stock structure within the Aleutian Islands Chain (IPHC Regulatory Area 4B). Only vessels and captains with a history of longline fishing will be eligible for selection and it will be a requirement that the captains have a history of fishing in the Bering Sea and Aleutian Islands region.

The 2020 Winter Charter will visit two locations in the Central and Western Aleutian Islands region, defined as within IPHC Regulatory Area 4B and spanning 174°-178° West longitude and 172°-179° East longitude, respectively, requiring the vessel to operate from Dutch Harbor or Adak, Alaska. Generally, each location is expected to require 5-7 fishing days to complete and the total charter duration for vessels operating from Dutch Harbor and including port, offload, weather, and run days, is expected to take 40-50 days.

All fishing operations must be completed between 6 January and 3 April 2020, inclusively. The IPHC will work with selected vessels to optimize scheduling and staffing.

Charter vessel captains may direct the setting of as much gear as they feel is necessary to achieve the sampling targets; however, once the targets are met, all remaining gear must be hauled and all remaining unsampled Pacific halibut released with minimal injury. It is expected that the sampling targets (i.e. 60 sexually-mature Pacific halibut of both male and female sexes at each location) likely can be obtained in 5-7 fishing days at each location, exclusive of running and weather days.

The vessel must be capable of taking up to two (2) IPHC staff for the collection of data and biological samples. The IPHC will reimburse bait and ice costs; fuel costs will be the vessel owner's responsibility. Pacific halibut sacrificed for sampling will be retained and sold by the IPHC, and limited retention of Pacific cod and rockfish bycatch only may be allowed because of the high mortality rates for these species when released. All other fish must be released with minimal harm.

Retained fish become the property of the IPHC and are sold to offset the expenses incurred during this charter. Typically, vessels receive a lump sum payment upon the completion of the study region, as well as 30% of Pacific halibut revenues and 50% of net bycatch sales. Total landings of Pacific halibut may be low and are not expected to exceed 12,000-16,000 pounds.

The IPHC will consider only those vessels and captains having a history of commercial or research longline fishing. Vessels must have accommodations for two IPHC employees (of any gender) in addition to an experienced captain and crew, capable of fishing 25 or more skates per day and handling Pacific halibut in adverse weather conditions. The IPHC will evaluate vessels based upon the experience of the captain and crew with longline fishing, winter fishing experience, the safety features of the vessel, and charter costs. Vessels must have a bait shed or a sheltered space for

sample collection, data recording, and to protect personnel from weather. The vessels will provide fishing gear and all associated equipment normally required for commercial Pacific halibut fishing. The IPHC will replace all fishing gear lost during fishing operations.

Vessels are reminded to carefully consider **all** costs associated with performing the work over the timeframe of the bid, and to budget these costs into their proposal(s).

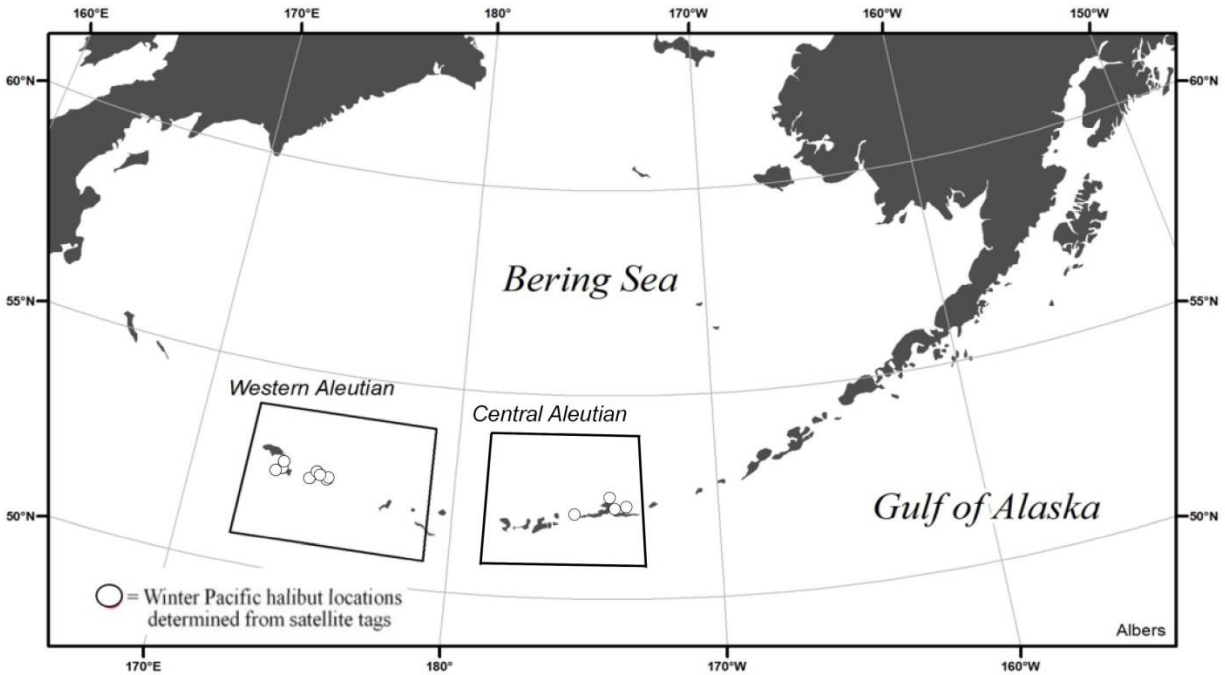
The IPHC is not restricted as to the nationality of vessels it charters in any IPHC Regulatory Area, and will contract according to IPHC interests. Any tender may not be accepted. Interested owners can contact the IPHC for more information on charter specifications and to submit a tender. **Tenders must be sent by email (pdf) to the IPHC office in Seattle at [secretariat@iphc.int](mailto:secretariat@iphc.int) no later than 17:00 (Pacific Daylight Time) on 1 November 2019.** Interested parties should contact the IPHC Secretariat at [secretariat@iphc.int](mailto:secretariat@iphc.int) or +1-206-634-1838 for tender and contract information.

## **A. Format for Winter Charter**

The Commission has had only limited experience with winter research in recent years, and no directed commercial Pacific halibut fishing occurs during the winter. Thus, a certain financial risk is inherent for the vessel and the Commission in conducting winter research. To most equitably distribute the risk, the Commission will share revenue from fish sales and bear expenses for ice and bait; fuel costs will be borne by the vessel. Gear loss will cover only gear normally put in the water for longline fishing and will be borne by the Commission. The vessel owner will be responsible for groceries and all maintenance of the vessel. The vessel owner will reimburse the Commission for meals if the galley is closed while in port. Limited retention of rockfish and Pacific cod bycatch may be allowed, pending rulings from applicable federal, state, and provincial authorities. Weather may prevent the vessel from fishing on a set schedule. To take advantage of possibly short periods of fishable weather, the captain, crew, and IPHC scientists will work as intensively as possible to obtain the maximum number of sets during good weather. The vessel, crew, and scientists may need to fish continuously for 25 or more skates. The vessel, captain, and crew must be able to fish long hours in adverse weather, and extend effort to avoid losing Pacific halibut from the hooks during rough hauling conditions.

## **B. Sampling Description**

The 2020 winter charter will visit two sampling locations in the Central and Western Aleutian Islands Region, defined as within IPHC Regulatory Area 4B and spanning 174°-178° West longitude and 172-179° East longitude, respectively. At these locations the captain of the vessel, in coordination with IPHC staff, will be allowed to “prospect” in order to find aggregations of spawning adult fish. The research trip will target high-catch locations to offer the best opportunity to complete the necessary research during the good weather periods. The IPHC has limited prior experience in these locations but can provide specific winter location and depth data that were obtained in 2004 and 2006 for Pacific halibut that were studied using electronic tagging technology (see Figure 1). The fishing must be conducted within a window that begins on 6 January 2020 and fishing must be completed by 3 April 2020. Running between ports of operation and fishing grounds, as well as the loading and offloading of gear, IPHC employees, and catch, may be conducted outside of this window.



**Figure 1. 2020 Winter Charter sampling locations.**

The IPHC winter charter will focus on stock identification issues, as well as refining our understanding of size- and age-at-maturity. The 2020 winter research charter will be essentially identical to winter charters conducted between 2004 and 2007. At least 60 sexually-mature Pacific halibut of each sex must be captured and sampled within each sampling location. All Pacific halibut captured during the charter will be measured and weighed round. The sexual maturity of each fish will be determined by IPHC staff, and based upon the ripeness of the ovaries or testes of each specimen. From each fish that is sacrificed to assess its maturity, tissue samples (fin clips) will be collected for genetic analysis, otoliths collected for aging the fish and for elemental fingerprinting, and ovaries and testes sampled to examine gonadal development and acquire fecundity information, and liver samples and weights may be collected to assess fish condition. Additionally, fat content may be evaluated using an electronic “fat meter”. Each of these fish will be weighed again after being dressed.

Setting will begin at approximately 0600 hrs **local time** (not earlier) or at first light each morning, whichever is later. Setting must be immediately preceded by a 15-minute observation period as required by national law of Canada and the USA, and intended to avoid interactions with federally designated protected species (see Appendix II).

Pacific halibut of commercially sublegal size (<82 cm forklength) will be sacrificed and sampled until the requisite number of male Pacific halibut have been captured and sampled, because males typically mature prior to reaching 82 cm forklength (fl). Once the male threshold has been met, only Pacific halibut that are  $\geq 82$  cm fl will be sacrificed and individuals <82 cm fl will be measured, weighed, wire tagged, and returned to the sea with a minimum of damage.

The working day for the vessel crew finishes when all the fish have been dressed, examined by the sea sampler(s), iced, and all gear is baited and ready for the next day's fishing. While typical charter work calls for finishing on deck between 1900 hrs and 2100 hrs, a vessel that started setting at 0600 hrs may not finish on deck until well after 2200 hrs. For vessels with satisfactory running speed and an efficient crew, the working day is expected to be approximately 16 hours or less. However, the duration of the working day will vary, especially given that winter fishing may require working relatively long days during brief periods of good weather.

"Foul weather days," when work is not possible, are anticipated. As a guideline, sampling often will not occur in seas above 12-15 feet and winds above 30-35 knots, although effective operating conditions depend to some degree on the size of the vessel and the proficiency of the crew. The Captain retains authority to call a weather day or suspend fishing operations whenever he/she determines that fishing is not feasible or to protect the safety of the vessel and crew.

The sampling location will be considered completed when the requisite number of mature fish of both sexes has been caught and sampled by the IPHC staff. Because we are not conducting analyses of relative abundance or catch rates, there are no strict guidelines regarding the type of longline gear to be used or its configuration (see **Gear Requirements**, below). Acceptable gear types include, but are not limited to, Pacific halibut fixed gear, snap gear, Pacific cod, and black cod gear.

The requirements of gear maintenance and catch processing require an experienced and professional crew capable of working long hours day after day. It is of the utmost importance that the Bid Tender Form accurately reflect the vessel's capabilities.

### **C. Vessel requirements**

Prior to bid acceptance, the IPHC Secretariat staff may need to inspect the vessel and determine the adequacy of deck space, accommodations, and confirm that the vessel meets all minimum requirements.

1. The vessel must be mechanically sound in all respects, seaworthy for fishing in the designated study region(s), and suitably equipped for fishing Pacific halibut with conventional longline or snap gear.
2. The vessel must have a well-insulated fish hold capable of packing all retained species in ice. Vessels will not be permitted to use RSW or slush ice.
3. The vessel must have adequate deck space to allow the IPHC Secretariat staff to carry out their duties. This requires space to mount a recording shack (approximately 36" by 38" by 74" high) with an attached measuring cradle (48" x 24" x 8"). The location of the shack must not obstruct fishing or processing operations and must be close to the dressing table. The ideal setup is to have the cradle attached to the shack directly below one (1) of the shack windows. This allows for optimal communication among IPHC Secretariat staff. Please provide a deck diagram with proposed shack and cradle position indicated with your application.
4. The vessel will be required to carry an electronic motion-compensating scale (provided by the IPHC) capable of weighing Pacific halibut as large as 200 lbs. Vessel crews are expected to help facilitate the equipment set up and possibly help with moving large Pacific halibut for sampling.

5. Accommodations shall be clean and sanitary. The vessel shall have adequate accommodations for the vessel crew and at least two (2) IPHC Secretariat staff members, including women. Vessels asked to take additional staff will be provided with a \$50 per day food stipend for any days the third IPHC Secretariat staff is aboard the vessel. The vessel must be equipped with clean, sanitary, dry, and comfortable mattresses, but no bedding, for IPHC Secretariat-assigned personnel.
6. The vessel must have a functioning marine head, which can be used in privacy.
7. The vessel must have a galley reasonably equipped with a cook stove, refrigerator for food storage, and a sink.
8. The vessel must have a sink or shower for personal hygiene.

#### **D. Electronic equipment minimum requirements**

1. Two (2) VHF radios and one (1) single side-band unit.
2. A satellite communication system capable of reliably communicating with the IPHC Secretariat's Seattle office.
3. Reliable email system with the following capabilities:
  - a. Accept files (.txt and .csv) up to 200KB as attachments
  - b. The computer with the email must have a USB port that can be used for transferring files from an IPHC-supplied removable USB storage device to the email system computer so the files can be attached to the email. Note that any security settings preventing transfer of these files must be deactivated during IPHC charter work.
  - c. If email is supported on the VMS system it has to have an ability to allow for transfer of small data files for emailing the IPHC Secretariat's Seattle office hail/trip information. Some VMS systems need to be updated to allow this. Charter data (small files <100 kilobytes) stored on a USB device must be sent to the IPHC Secretariat's Seattle office from the vessel's computer.
4. Two (2) GPS (Global Positioning Systems) units.
5. GPS integrated into computer.
6. Two (2) depth sounders.
7. Bottom sounder that can output depth by nmea 0183, nmea 2000, or network.
8. Equipment and commercial software (e.g. Olex, maxsea, ecc globe, Nobeltec v9.3, Nobeltec Timezero) to track and record bathymetric data, with vessel's having the ability to download and parse the bottom hardness and backscatter data, will be given preference in the bid process.
9. Two (2) radar units. One (1) must have a range of at least 24 nm.
10. An intercom from the fishing deck to the bridge is desirable.
11. Reliable 110V AC power supplied to the sampling shack for powering a light, computer tablet, and a small heater. The ability to provide 110V AC during hauling operations is required (minimum power draw of 5 amps). For those vessels without a constant AC supply during hauling, the power supply requirements can likely be met with a simple inverter.

## E. Gear requirements

The owner shall provide and replace, as needed, all gear and associated equipment necessary for commercial longline fishing. There are no strict guidelines regarding the type of longline gear to be used or its configuration. Acceptable gear types include, but are not limited to, Pacific halibut fixed gear, snap gear, P-cod, and black cod gear. Alternative gear configurations will be considered; vessel owners should describe their gear configuration on the bid tender form. The equivalent of at least 32 skates of conventional longline gear (i.e., 100 hooks per skate) must be prepared before the charter. All gear must be in good condition at the beginning of the charter and must be acceptable to the lead IPHC biologist.

### For all gear:

1. Automated hook strippers, or ‘*crucifiers*’, shall **not** be permitted.
2. All vessels must use an approved seabird deterrent device (e.g., tori line) while setting the gear, as required by state and/or federal agencies. See Appendix II for seabird deterrent requirements.

## F. Bait

The bait required to complete the charter will be purchased and stored at the port from which the vessel will depart or at an agreed-upon intermediate port..

1. The IPHC will bear the cost of all ice and bait purchased for this winter charter.
2. Bait used for the winter fishing may be a variety of types including semi-bright frozen chum salmon, herring, and squid. Different bait-types may be used in different locations because we are not concerned with standardizing catch rates among locations or sets.
3. Auto baiting machines will be permitted for the purposes of this research charter.

## G. Crew requirements

The crew number required to maintain and bait the hooks of longline gear, as well as to process the Pacific halibut as it is caught, depends on the skill and professionalism of the crew as a whole. Experience has shown us that these qualifications vary widely, and that the labor-intensive nature of using hand-baited longline gear wears heavily on all but the most durable and experienced. It is of the utmost importance that all crew working on this winter charter adhere strictly to the gear maintenance and fish quality standards expected by the IPHC. Bidders are cautioned to consider the ability of crew assigned to gear maintenance, baiting, fish cleaning, and icing duties, and to select crewmembers with the best possible skill and motivation levels.

1. The owner will be solely responsible for providing at all times during this winter charter a fully qualified and experienced crew. The normal daily workload for fishing, icing the catch, and the strict gear maintenance required by the IPHC have shown us that the necessary crew **must consist of at least a vessel captain plus three (3) to five (5) additional crew members**. Bidding with less than this complement of crew may result in your operation being excluded from consideration.
2. The vessel captain must possess any required Canadian/U.S.A. Coast Guard or maritime licenses or certifications applicable to the vessel and study region of operation.

3. The vessel captain shall have a minimum of three (3) years of longline fishing experience as a master of a comparable-sized vessel and be competent in the use of modern navigational and fish-detecting equipment.
4. The vessel captain is responsible for being knowledgeable and adhering to all state, provincial, federal and international laws pertaining to commercial fishing. This includes fishing regulations, area closures (rockfish, sea lion rookeries, etc.), state or federal No Discharge Zones (sewage/blackwater), MARPOL (International Convention for the Prevention of Pollution from Ships) and the COLREGs (International Regulations for Preventing Collisions at Sea).
5. At least two (2) crew shall have a minimum of three (3) years of Pacific halibut longline fishing experience and be competent in longline construction and repair, hand-baiting methods, and Pacific halibut dressing and icing techniques. The remaining crew must be capable in longline repair, hand-baiting methods, and Pacific halibut dressing and icing.
6. The vessel captain and crew will be responsible for all phases of gear maintenance and the daily setting and hauling of the fishing gear.
7. The crew will be responsible for loading and unloading all vessel supplies prior to, during and after the charter.
8. The crew will be responsible for offloading any fish sold during this winter charter.
9. During this winter charter, the vessel captain will ensure that the vessel remains in port for a 24-hour period after the offload is complete to ensure the exchange of all necessary data with the IPHC Secretariat's Seattle office, to maintain consistent communications, and provide troubleshooting support. If there is a legitimate need for a quick turn-around (e.g. weather window, mechanical breakdown, etc.), clearance from the Seattle Secretariat staff needs to be obtained on the day that the fish sale is conducted. Deficiencies in the vessel or problems with the crew's performance must be resolved prior to departing, which could result in port stays in excess of the 24-hour window.
10. All bycatch not retained must be carefully released from the hook. This includes all shark and skate species. Vessels encountering tail-wrapped shark specimens shall make every effort to release the animal unharmed.
11. The vessel captain and crew will be responsible for the dressing and icing of all fish. Crewmember(s) must be available (as required) for dressing Pacific halibut while the gear is being hauled.
12. All vessel personnel are expected to conduct themselves in a professional manner at all times. Physical relationships with IPHC Secretariat staff are prohibited during the IPHC charters, and vessel personnel must disclose any past or present activities or relationships that are in conflict with this policy. If a conflict arises, the IPHC Seattle Secretariat staff will reevaluate staffing options and work with the vessel owner, vessel captain, and crew to resolve.
13. Fishing plans must be mutually agreeable to the lead IPHC sea sampler and the vessel captain. The vessel captain will communicate to the lead sea sampler on a daily basis all changes to fishing plans and contingencies as they develop.
14. The vessel captain and crew shall create a working environment that is free from intimidation and harassment (verbal, physical, or sexual). Please refer to Appendix III for further information regarding harassment and professional work environments.

15. All vessel captains and crewmembers must be found acceptable to the IPHC Secretariat. The IPHC may require the replacement of any crewmember during this winter charter if found unacceptable in skill, experience, or behavior.

## H. Safety

The vessel captain is responsible for all matters relating to safety of personnel, the vessel, and equipment operation. The vessel captain will adhere at all times to navigational rules whether it be during fishing operations, running, drifting, or when at anchor. He/she (or vessel captain's representative) shall review safety procedures and equipment with the IPHC Secretariat at the beginning of each study region and after any crew change.

1. Vessels licensed in the U.S.A. must possess a current U.S. Coast Guard inspection sticker. The vessel shall be mechanically sound in all respects, completely seaworthy, and comply with all applicable safety regulations.
2. Vessels licensed in Canada must possess a current Ministry of Transportation certificate (Canada Steamship Inspection Certificate) for the purposes for which the vessel is to be used. The vessel shall be mechanically sound in all respects, completely seaworthy, and comply with all federal Transport Canada regulations.

All vessels shall adhere to the regulations for power driven vessels underway in International Waters. In relation to the practice of drifting at night, the operator must maintain a proper lookout and ensure that his/her vessel is properly lighted as per the regulations (specifically 1972 International Regulations for Prevention of Collisions at Sea (72 COLREGS): Rule 2, 5 and 23. These regulations are available online at:

[https://www.navcen.uscg.gov/pdf/navRules/CG\\_NRHB\\_20151231.pdf](https://www.navcen.uscg.gov/pdf/navRules/CG_NRHB_20151231.pdf)

3. All safety equipment (such as life rafts) must have passed inspection requirements and be of sufficient capacity for the vessel captain, crew, and all IPHC Secretariat staff aboard.
4. The IPHC will provide immersion suits, personal EPIRBs, and personal floatation devices for its employees.
5. No alcohol consumption or illegal drug use is allowed aboard IPHC chartered vessels, including days at sea, anchor days, or when the vessel is at the dock.

**The IPHC has a zero tolerance policy that will be in effect at all times, and violation of this policy is sufficient cause for immediate contract termination, and shall result in a five (5) year exclusion from future contract eligibility for the vessel and the vessel captain.**

6. While shore excursions are not prohibited while under IPHC contract, vessels are reminded that such activities fall outside of the mandates of the charter work, and that the vessel is responsible for the safety of all concerned during such activities and may not be fully protected by insurance policies during non-contracted activities. It is required that float plans be completed before making shore excursions, that all participants wear approved floatation devices, skiffs be fully stocked with a boat kit (emergency oars, bailer, sea anchor, rope etc.), and that the group carry a fully stocked shore kit, hand held radio, and first aid kit.



## **I. Vessel owner's responsibilities**

1. The vessel owner will be responsible at his/her own expense to maintain the vessel, its engine(s), machinery, equipment, and fishing gear in good and seaworthy condition.
2. The vessel owner will be responsible to provide lube oil, grease, filters, other engine-room supplies, and all other vessel operating supplies normally required for commercial fishing operations.
3. The vessel owner will be responsible for the purchase of all fuel required for operating the vessel for the duration of these charters, except as stated in Paragraph J-3.
4. The vessel owner will be responsible for providing a working environment that is free from intimidation and harassment (verbal, physical, or sexual). Please refer to Appendix III for further information regarding harassment and professional work environments.
5. The vessel owner agrees to indemnify, defend and hold harmless the IPHC from any and all claims by whosoever brought for loss, damage or personal injury from any cause arising out of the charter of the vessel, including but not limited to, claims arising out of the negligence of the IPHC, its agents, or employees.
6. As part of the bid, the vessel owner shall submit a disclosure statement specifying any conviction for the violation of any fishing regulations pertaining to the Pacific halibut fishery within the past five (5) years by the vessel's owner, vessel captain, or crew.
7. The vessel owner will provide adequate and wholesome meals for the crew and all IPHC representatives. This includes days when the vessel is in port between trips, weather days, and any time the IPHC Secretariat staff are sleeping on board the vessel.
8. The vessel owner shall be responsible for the payment of all crew salaries, including any bonuses, and for the payment of all payroll taxes on salaries, such as income tax, unemployment, workers' compensation, and other taxes as applicable. With respect to vessels operating in the waters of foreign countries, the owner is responsible for ensuring that all crew have adequate health insurance coverage.
9. The vessel owner shall be responsible for all fees incurred arising out of the operation of the vessel including, but not limited to, harbour dues, moorage, watchman costs, and environmental fees.
10. The vessel owner will be responsible for all vessel- and crew-related customs and immigration requirements and fees. A summary of requirements and fees for vessels licensed in Canada and conducting IPHC charter work in the U.S.A. can be found in Appendix I. The vessel owner will be responsible for all delay expenses incurred by the IPHC arising out of the owner's failure to fulfill conditions necessary to permit entry of the vessel and/or crew into the U.S.A. for prompt fulfillment of the owner's charter obligations (see Appendix I).
11. Prior to commencement of this winter charter, owners of vessels licensed in the U.S.A. shall provide the IPHC with a copy of the insurance policy verifying that all IPHC Secretariat staff are included on the vessel's P&I insurance policy as either a crewman or business invitee, and that the IPHC is listed as an additional insured or co-insured on the P&I policy for the term of the agreement. The policy must provide protection with minimum limits of \$5,000,000 USD. Owners of vessels licensed in Canada are strongly encouraged to acquire similar coverage. The IPHC will reimburse the owner for any additional premiums incurred to meet their obligations under this paragraph (see Paragraph J-7).

12. The vessel owner agrees to maintain, at its sole cost and expense throughout the period of the winter charter, hull and machinery insurance to the full market value of the vessel with trading warranties appropriate to this winter charter, said policy to include a waiver of subrogation against the IPHC. The vessel owner will provide proof that the above coverage and subrogation is in place prior to the commencement of this winter charter.
13. The vessel owner agrees to maintain at its sole cost and expense throughout the period of this winter charter pollution/environmental hazard insurance with minimum limits of \$5,000,000 USD, said insurance to name the IPHC as an additional insured. The vessel owner will provide proof that the above coverage is in place prior to the commencement of the winter charter.
14. The data collected on this winter charter are essential to the IPHC's assessment process and policy analyses. Provision of such information to the public in an equitable manner requires that no advance release occur and is based on the personal integrity of the vessel captain, vessel crew, and the IPHC Secretariat staff. The owner agrees that the catch information collected during this winter charter is confidential until released by the IPHC Secretariat to the public; and the IPHC Secretariat acknowledges that fishing locations chosen by the vessel captain may be proprietary and therefore protected from public release by the IPHC.

**The vessel owner will take steps to ensure the vessel captain and crew understand and abide by this policy and do not discuss the catch information until and unless the IPHC Secretariat deems that it is appropriate to release that information to the public.**

**Violation of this policy is sufficient cause for contract termination, and shall result in a five (5) year exclusion from future contract eligibility for the vessel and the vessel captain.**

## **J. IPHC responsibilities**

1. The IPHC will replace all fishing gear lost in the course of the gear being put into the sea for fishing, but will not reimburse for labor required to rebuild said gear. This includes lost buoys, flags, buoy line, anchors, and physical components of skates including lost or replacement hooks, gangions and snaps required for normal gear maintenance. As well, the IPHC will bear the cost of purchasing the physical components (i.e., labor is not included) of one (1) new skate based upon every 100 skates of gear fished as compensation for normal wear and tear. Replacement groundline, hooks, snaps (where applicable), and gangions will be the equivalent to gear lost or condemned. To this end, the vessel captain must provide a vendor contact to facilitate the processing of gear claims.
2. The IPHC will reimburse the individual costs and fees associated with sending and receiving electronic communications (satellite phone, email) pertaining to IPHC business. Costs for service connection are not included and should be covered in the bid price.
3. The IPHC will pay for any extra fuel used by the vessel due to special travel requests that are above and beyond the requirements of this winter charter.
4. The IPHC will arrange and pay for all ice and bait necessary to complete this winter charter.
5. The IPHC Secretariat will determine that the winter charter operation is ready to leave the port after the offload and commence the next fishing trip if multiple trips are conducted.
6. The IPHC may terminate this winter charter at the nearest port if for any reason the owner fails to render the required services or the vessel or crew do not meet the specifications as stated on the Vessel Tender Form.

7. The IPHC will reimburse owners of vessels licensed in the U.S.A. for any additional premiums required to cover IPHC personnel under the vessels Protection and Indemnity (P&I) insurance policy. The IPHC will purchase individual insurance for IPHC Secretariat staff serving aboard vessels licensed in Canada.

## **K. Fish caught during IPHC charters**

O32 Pacific halibut and some bycatch (rockfish, and Pacific cod) will be retained and sold to offset the costs of this winter charter. All fish caught become the property of the IPHC and are sold through an auction or direct sale process by IPHC Secretariat staff in Seattle. The IPHC makes no guarantee as to the amount of fish caught or to the prices received. The lead IPHC Secretariat staff member will work with the vessel captain to maintain contact with the IPHC Secretariat Seattle office and arrange offloads as well as ice and bait for successive trips.

1. Vessels are advised to calculate their bids based on the longest run for their stated port of operation. If the IPHC requires a vessel to offload in a port that is a substantial distance from that port, the vessel may be paid a running bonus.
2. The crew is responsible for the dressing, icing, and unloading of all retained fish and maintaining a quality product throughout the process. Thirty percent (30%) of the net proceeds from Pacific halibut sales will be paid to the vessel unless otherwise agreed upon.
3. The vessel may retain bycatch only if all applicable state and federal (U.S.A.) regulations are met for the retention of that species. IPHC-contracted vessels are only allowed to retain Pacific cod and rockfish. In no instance will the retention of species other than Pacific halibut be allowed to restrict or otherwise interfere with achieving the scientific objectives of this winter charter. These fish become the property of the IPHC, with the vessel receiving 50% of the net sale proceeds.
4. Vessels making deliveries to Adak, AK should note that this plant has historically not accepted Pacific cod as part of IPHC deliveries.
5. The IPHC is committed to selling only fish of the highest possible quality. To this end, all fish caught on IPHC charters and intended for sale must be handled in a manner which meets or exceeds the industry standards. Prior to this winter charter and after any offload, the hold must be thoroughly cleaned and sanitized. Fish retained for sale must not be gaffed in any area other than the head and should be stunned and bled immediately after landing and prior to dressing. All traces of blood, gills, viscera, gonads, kidney, and sweetmeats must be completely removed. Pacific halibut must be wet-scraped or the body cavities rinsed before icing. All fish must be layer iced and the pokes and gill cavities of all retained Pacific halibut, large and small, must be filled with ice. It shall be the vessel captain's responsibility to see that the aforementioned procedures are carried out. Following each sale, the offloader will be required to complete Fish Quality Forms which will note fish appearance and temperature for all Pacific halibut and bycatch offloaded. The vessel captain will be required to initial the Fish Quality Forms to acknowledge that the contents have been read.

## **L. Post-award and post-charter meetings**

1. Upon the award of a contract and prior to the start of this winter charter, a post-award meeting will be held at a mutually agreeable location to discuss issues relating to this winter charter, and to sign contracts. The IPHC charter manager will schedule the date and time of the meeting. The meeting shall include the vessel owner and vessel captain. A follow-up phone

meeting will occur in the two (2) weeks prior to the commencement of this charter, to confirm final details and requirements.

2. After completion of this winter charter, a post-survey debriefing may be held in person, over the phone, or by mail with the vessel owner and vessel captain. The purpose of the debriefing is to provide the vessel captain with a vessel performance evaluation. The vessel captain will also have the opportunity to assess and evaluate the IPHC Secretariat staff and charter methods.

## **M. Bidding procedure**

1. The IPHC will consider bids based upon a lump sum for the completion of the study region regardless of the number of days within the allowable period (6 January through 3 April 2020) that are required. In addition to this lump sum, the vessel will receive 30% of the net sales of Pacific halibut and 50% of the net sales of bycatch. The IPHC cannot guarantee the amount of fish caught during this winter charter or prices received from the sale of the fish. The IPHC will pay the lump-sum bid price upon the completion of the study region. The vessel's share of Pacific halibut and bycatch revenues will be paid once the offload payment monies are received by the IPHC Secretariat office in Seattle.
2. All bids must be submitted on the appropriate VESSEL TENDER FORM provided by the IPHC.
3. The IPHC is not restricted as to the nationality of the vessels it contracts for operation in any study region and will contract according to its own best interests. Also, vessels need not be licensed for Pacific halibut fishing in Canada or the U.S.A. to be eligible.
4. The IPHC will not be obligated to accept the lowest bid or any bid received and will contract according to its best interests. Vessels will be rated using the following criteria: seaworthiness and general condition of the vessel and its equipment; the vessel's availability; the vessel captain's experience and fishing record, especially in winter and within the study region; the qualifications of the selected crew; and IPHC operating costs. Previous experience with the IPHC charters, scheduling flexibility, and ability to take a third sampler are possible factors in the decision-making process.
5. Bids must be emailed (pdf format) in time to arrive in the IPHC Secretariat's Seattle office **by 17:00 hrs on 1 November 2019**. Please note: "Winter Charter BID" in the subject line of the email. Emails should be sent to [Secretariat@iphc.int](mailto:Secretariat@iphc.int).
6. If we can be of assistance in filling out the Vessel Tender Form or answer any questions, please contact the Secretariat's Seattle office at the number below.

### **INTERNATIONAL PACIFIC HALIBUT COMMISSION**

2320 West Commodore Way – Suite 300

Seattle, WA, USA 98199-1287

Telephone: (206) 634-1838 Fax: (206) 632-2983

## **Appendix I: Customs, Brokerage, and Tracking Fees for International Operations and Landings**

Vessel owners are advised that border agents (U.S.A. or Canada) may deny entrance to individuals with prior criminal convictions or immigration violations into their respective countries. This includes but is not limited to convictions for DUI/DWI (driving under the influence of drugs or alcohol, driving while intoxicated), break and enter, assault (no matter how minor), drugs, and theft (includes shoplifting). We have witnessed increased vigilance in this area, especially with respect to the U.S.A. Bureau of Customs and Border Protection (CBP). It is the owner's responsibility to ensure that all crew meet the necessary security requirements to enter a foreign country. **The vessel captain and crew are required to possess a valid passport upon entry.**

### A. Vessel licensed in Canada and Canadian Crew in U.S. waters (Custom Issues).

Vessels licensed in Canada fishing and landing catch from U.S.A. waters must make a formal entry with a U.S.A. Customs Office for the vessel and crew into the first U.S.A. port of call. After a formal entry is made, the vessel must obtain a 'permit-to-proceed'. Upon arrival at the next U.S.A. port, a formal entry and clearance are once again required. **These requirements apply for every visit to a port, without regard to the interval between port visits or whether fish are delivered during the visit.** This process is continued until the vessel clears to a foreign port and leaves U.S.A. waters. Although it is possible for a vessel to post an international carrier bond and complete all paperwork themselves, the IPHC strongly recommends the vessel secure the services of an experienced maritime agent.

Summaries of the 2018 fees (USD) are as follows and apply to any port visit:

1. Brokerage fee to process the vessel's entrances/clearances with CBP per occasion were \$695 for any Alaskan port.
2. CBP fees for entry and clearance were \$40 USD for vessels under 100 gross tonnes.
3. Automated Cargo Entry (ACE) manifest input is an automated requirement to declare the vessel's manifest (items on board) prior to each entry. The IPHC Secretariat will arrange for a customs brokerage firm to handle this requirement and will post the necessary bonds. An AMS entry will be required for every port entry and the customs brokerage fee for this service was \$135 USD.
4. Advance Passenger Information System (APIS) electronic Advanced Notice of Arrival (eANOA) must be filed, **online**, by each vessel at least 24 hours in advance of arrival into the U.S.A. The charge for this was \$310 USD.
5. The vessels must also file an APIS electronic Advanced Notice of Departure (eANOD) no less than 15 minutes prior to departure from their last U.S.A. port before departing to foreign waters. The charge for this was \$310 USD.
6. Brokerage communications fee per port call was \$55 USD.

Therefore, vessels licensed in **Canada** can expect to pay **\$925 to \$1,215 USD per port entry in Alaska**. Example invoices for combinations of the above can be obtained by contacting the IPHC

Secretariat. The IPHC Secretariat works with Alaska Maritime Agencies (907-562-8808) for its brokerage services.

#### B. Vessels licensed in Canada selling fish in a U.S.A. port. (Fish Brokerage Fees)

The IPHC Secretariat will arrange for a customs broker to handle the required paperwork for selling U.S.A. fish in a U.S.A. port from a vessel licensed in Canada. The lead sea sampler on the vessel will work closely with the IPHC Secretariat's Seattle office and/or customs broker to ensure that all entry requirements are fulfilled. This requires the vessel to provide at least 24-hours' notice before entering port and providing a copy of the fish ticket and any other required information after the offload and prior to departure.

Our fish sales broker in Alaskan ports is Perman Stoler Customs Brokers (907-243-3313). Their fees per landing in 2018 were as follows:

Basic brokerage fees will range from \$306 to \$320 USD per landing depending on the species delivered (Pacific halibut, rockfish, Pacific cod). In 2018 there was a \$50 USD charge for filing a Food and Drug Administration (FDA) prior notice of landing, and a \$50 USD electronic invoice processing charge per landing. In addition to this, U.S.A. Customs levies a Harbor Maintenance Fee in Haines, Juneau, Ketchikan, Kodiak, Petersburg, Sand Point and Sitka, Alaska. This fee is calculated at 0.125% of the landed value (fish sales).

Vessels can expect to pay a fish landing brokerage fee ranging from **\$406-\$494** USD per landing.

#### C. Tracking Vessels Licensed in Canada in U.S.A. Waters:

The IPHC Secretariat's office in Seattle will arrange for the Marine Exchange of Alaska ([www.mxak.org](http://www.mxak.org)) to provide Vessel Monitoring Systems (VMS) satellite tracking services. **Vessel owners will be responsible for any fees associated with this and should budget this into their bids.**

The Marine Exchange of Alaska (MXAK) will provide one (1), self-contained satellite transponder capable of being temporarily adhered to the exterior of each vessel employed by the IPHC. The transponder will be programmed for one (1) position report per hour throughout the vessels' trips. The MXAK will provide the vessels' position data to the IPHC and USCG 17th District command center via a secure web-based display (Automated Secure Vessel Tracking System –ASVTS). The units are self-contained, requiring no external power, there is no electrical installation required. The Marine Exchange will deliver the transmitters to North Pacific Maritime, or any other agent being used by IPHC in Ketchikan, AK to be installed by the vessel crews prior to their voyage.

Per Vessel Costs:

1. Transmitter activation fee (per unit) \$100 (US)
2. Transmitter equipment rental \$35 (US) per week
3. Satellite and ASVTS Access Fee, 1 position report/hr \$50 (US) per week.

4. Delivery and Return Shipping \$75 (US) per unit (unless dropping off in Ketchikan)

Tracking fees in 2017 ranged from **\$434 (US)** for 5 weeks to **\$805 (US)** for 11 weeks of work.

## ***Appendix II: Protected Species information***

### **A. Marine Mammal Interactions**

As part of receiving a Letter of Authorization from NOAA Fisheries for IPHC charter operations, the vessel requirements and procedures for avoiding marine mammals and reducing interactions are detailed in the vessel contract and summarized in part below.

#### **Monitoring Measures**

The vessel captain or any crew on watch, or the IPHC Secretariat Staff onboard will be required to visually monitor the area of operation for marine mammals and other protected species during all longline operations. The objective is to avoid transecting or operating in areas with significant concentrations of animals.

#### **Operational Procedures**

The “move-on” protocol will be implemented if protected species are present near the vessel and appear to be at risk of interactions with the longline gear; longline sets are not initiated if marine mammals are detected and represent a potential interaction with the longline gear, as determined by the professional judgment of the lead sea sampler and vessel captain. The location of the sampling station may not be altered to avoid potentially adverse interactions; however, the fishing plan can be adjusted to return to the area at a later time or date.

To reduce depredation and habituation of whales, if whales begin to depredate, IPHC charter vessels are instructed to sink the line back down and travel to and haul gear on a different station set, returning to the station where the whales were later the same day. IPHC charter protocols specifically prohibit chumming before or during the longline setting operations (i.e. releasing additional bait to attract target species to the gear).

#### **Reporting**

The vessel captain and crew should work with the IPHC Secretariat staff to record any marine mammal sightings and depredation events. Incidentally captured marine mammals that are still alive should be released from longline gear to the water as soon as possible with no gear or as little gear remaining on the animal as possible. Animals are released without removing them from the water, if possible. Any data collection should not delay the animal’s release.

In the event that the animal can safely be brought aboard or near enough for closer inspection, the sea sampler will collect as much data as possible from captured animals considering the disposition of the animal; i.e., if it is in imminent danger of drowning, it is released as quickly as possible. If the safety of the crew and captured animal will not be compromised, the scientific party will attempt to collect biological information from captured, marine mammals before they are released, including species identification, sex identification, estimated length, and photographs. Photos of dead marine mammals (and live if possible), should include an image of the left and right side of the dorsal fin to help determine stock ID and a picture of the nature of gear entanglement. Information should also describe whether the animal was seen prior to the entanglement, a description of its behavior, and any mitigation measures used and discretionary decisions made by the lead IPHC Secretariat field staff, including a rationale for those decisions. This information



will be recorded in the charter cruise logbook and conveyed to NOAA Fisheries within 24 hours of capture or as soon as ship to shore communication allows.

In the event of any incidental capture or entanglement of marine mammals in any gear or any collisions with marine mammals with the vessel, the scientific personnel will contact the IPHC Secretariat with the encounter and condition information as soon as possible and within 24 hours.

## **B. Seabird Regulations**

The current regulations are as follows, but may change prior to the charter period. All IPHC charter vessels must comply with seabird deterrent measures as required by federal management authorities. Check current regulations prior to the charter.

For vessels fishing in USA waters, all vessels over 55-ft must comply with the following seabird regulations:

### **Requirements:**

The operator of a vessel must conduct fishing operations in the following manner:

- (i) Use hooks that, when baited, sink as soon as they are put in the water.
- (ii) Must not discharge offal while gear is being set.
- (iii) Make every reasonable effort to ensure that birds brought on board alive are released alive and that wherever possible, hooks are removed without jeopardizing the life of the birds.

The operator of that vessel must employ one (1) or more of the following seabird avoidance measures:

- (i) For inside waters (Prince William Sound, Southeast Inside District, and state waters of Cook Inlet), all vessels must tow a single streamer line to prevent birds from taking hooks.
- (ii) All other waters all vessels must tow a paired streamer line while gear is being set to prevent birds from taking hooks.

### **Paired Streamer Standard:**

- (i) Deploy a minimum of two (2) streamer lines while setting hook-and-line gear. If both streamer lines cannot be deployed prior to the first hook, at least one (1) streamer line must be deployed before the first hook and both streamers must be fully deployed within 90 seconds.
- (ii) Paired streamer lines must be deployed in such a way that streamers are in the air for a minimum of 40 m aft of the stern for vessels under 100 ft and 60 m aft for vessels over 100 ft. The paired streamer lines must be deployed on each side of the main groundline.
- (iii) Exceptions: In conditions of wind speeds exceeding 30 knots, it is acceptable to fly a single streamer from the windward side of the vessel. In winds exceeding 45 knots, the

- safety of the crew supersedes deployment of the streamer lines.
- (iv) **Material Standard:** The minimum streamer line specifications are as follows:  
**Length** 300 feet (91.4 m)  
**Spacing of streamers:** Every 5 meters until performance standard is achieved.  
**Streamer material:** Brightly colored, UV protected plastic tubing or 3/8 inch polyester line or material of equivalent density. An individual streamer must hang from the mainline to 0.25 meters of the water in the absence of wind.

**FOR MORE INFORMATION:**

<http://www.fakr.noaa.gov/protectedresources/seabirds/bycatchregs.htm>

<http://www.fakr.noaa.gov/protectedresources/seabirds/guide.htm>

<http://www.fakr.noaa.gov/protectedresources/seabirds/newsitems.htm>

<http://alaskafisheries.noaa.gov/protectedresources/seabirds.htm>

**The following link has a great video demonstration of Tori Line Deployment technique. Clip #3 specifically:**

<http://www.wsg.washington.edu/mas/resources/seabirdvideo.html>

### ***Appendix III: Harassment in the Workplace***

#### **A. What is harassment?**

Federal regulations (U.S.A. Civil Rights Act, U.S.A. Equal Employment Opportunity Commission, and Canadian Human Rights Commission) protect employees from harassment in the workplace based on race, color, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age and criminal convictions. The IPHC and vessels contracting to them adhere to these laws. Harassment is any behavior that demeans, humiliates, or embarrasses a person, and that a reasonable person should have known would be unwelcome. It includes actions (e.g., touching, pushing), comments (e.g., jokes, name-calling), or displays (e.g. magazines, posters, cartoons). Speech (including swearing and offensive jokes) can also be considered workplace harassment if someone feels that the language used is severe or pervasive enough to create a hostile or abusive work environment.

Some examples of harassment include:

- unwelcome remarks, slurs, jokes, taunts, or suggestions about a person’s body, clothing, race, colour, place of origin, religion, age, marital status, family status, physical or mental disability, sex, sexual orientation, political belief, or criminal or summary conviction offence unrelated to employment;
- unwelcome sexual remarks, invitations, or requests (including persistent, unwanted contact after the end of a sexual relationship);
- displays of sexually explicit, sexist, racist, or other offensive or derogatory material;
- written or verbal abuse or threats;
- practical jokes that embarrass or insult someone;
- leering (suggestive staring) or other offensive gestures;
- unwelcome physical contact, such as patting, touching, pinching, hitting;
- patronizing or condescending behavior;
- humiliating an employee in front of co-workers;
- vandalism of personal property;
- and/or physical or sexual assault.

Whether or not behavior is harassment depends on the individual’s tolerance or sensitivity to it. The law supports this interpretation.

#### *Consensual Banter*

Two (2) or more employees bantering back and forth is not harassment if everyone involved is in agreement. However, such banter is harassment if any employee feels uncomfortable with this behavior, and the behavior continues even after that person has expressed their discomfort, or if the others involved should have known the person was uncomfortable. This type of harassment can create what is known as a “poisoned work environment,” where employees do not feel safe and feel consistently humiliated.

B. All IPHC Secretariat staff, the vessel captain and crew should abide by the following:

**i. Respect others**

Each employee has the right to be treated fairly and respectfully in the workplace. Each employee also has the responsibility to treat others in a way that respects individual differences. No matter what your opinion, or that of the people with whom you interact at work, showing mutual respect and consideration will make everyone's work and life aboard the boat easier. If you have doubts about whether a joke, comment, coarse language, or other behavior will embarrass, humiliate, degrade, or otherwise bother someone, then don't say or do it.

**ii. Speak up and report harassment**

If someone behaves in a manner that offends, harms, humiliates, or degrades you, do not put up with it. First, if you feel that you can speak to that person, do so. Let them know how you feel. Tell them the behavior is inappropriate. If they continue the behavior, or if you do not feel you can speak directly to the person, you have several options, from speaking to the vessel captain, the IPHC lead sea sampler, or the IPHC Secretariat's Seattle office.

C. Vessel captain and IPHC Secretariat staff responsibilities

**i. Put a stop to harassment**

The vessel (owner/captain) and the IPHC have full responsibility for making sure the work environment is free from harassment. If you become aware of harassment in your work environment, you must do everything you can to stop it, whether or not a complaint has been made. Not knowing that one's actions are perceived as harassing, is not an excuse. It is important for you to be aware of the behavior of those around you and how it affects a professional working environment. If a reasonable person should have known that harassment was going on, you will still be held responsible if you let the situation continue. Harassment will not be tolerated and necessary actions will be taken to stop it.

#### ***Appendix IV: Careful Release of Pacific Halibut – Best Practices***

A portion of the Pacific halibut caught on the winter charter will be released. A small percentage of released Pacific halibut succumb to injury or stress. In order to reduce the potential mortality of the released fish the IPHC Secretariat Staff and the vessel captain and crew must follow the practices listed below:

- Treat Pacific halibut (any fish) gently.
- Minimize handling and release carefully.
- When possible, unhook the fish in the water.
- If the Pacific halibut must be brought aboard, cradle it to protect the spine and internal organs, and slip it head-first back into the sea.
  - Handle the fish in a designated area and protect it from injury if it is flailing
- If the fish is hooked firmly such that the hook cannot be removed without further injury, cut the hook from the gangion as close to the hook as possible.

These steps must be taken to ensure the survival of released Pacific halibut.