



Prince William Sound
Aquaculture Corporation
DEVELOPING SUSTAINABLE SALMON FISHERIES
FOR ALASKA AND THE WORLD

September 22, 2023

CHUM SALMON FRY REMOTE RELEASE BID SOLICITATION

PWSAC is seeking to charter one tender vessel for its 2024, 2025 and 2026 Port Chalmer Chum salmon remote release program. This vessel and crew are needed as support for the transportation of supplies and live transport of chum salmon fry between Armin F. Koernig Hatchery, Wally Noerenberg Hatchery and Port Chalmers, Montague Island.

Bid packets are available on the website at www.pwsac.com or by calling Kat or Neil at 424-7511. PWSAC is seeking a three-year bid for this project.

Interested parties are encouraged to contact Neil Wright with any questions or additional information about this project prior to bid submission.

Sealed Bid Sheets are due in the Cordova Office no later than 3:00 p.m. on November 30, 2023. Bids may also be submitted via email to neil.wright@pwsac.com.

Please feel free to call if you have any questions.

Sincerely,

Geoff Clark
General Manager

**DEVELOPING SUSTAINABLE SALMON FISHERIES
FOR ALASKA AND THE WORLD**

P.O. Box 1110 · Cordova, Alaska 99574
P. 907 424 7511 · F. 907 424 7514

www.pwsac.com

Prince William Sound Aquaculture Corporation
2024-2026 REMOTE RELEASE TRANSFER VESSEL

SCOPE OF WORK

PWSAC shall provide:

- 1) All fish culture related items including: Fish culture staff, net pen complexes and feed barge with all transportation equipment, anchors and anchoring hardware, oxygen cylinder, nets and other fish culture related items.
- 2) Reimbursement for fuel expenses as stated in the attached contract.
- 3) Groceries for PWSAC employees.
- 4) Bedding for PWSAC employees.

Contract vessel owners shall provide:

- 1) All accessory equipment to accomplish support operations including: Full rigging and hydraulics to safely set and/or inspect 4,000 pound anchors.
- 2) An experienced skipper. In addition, at least one (1) crewman during the duration of the charter period.
- 3) Insurance as stated in the attached contract.
- 4) Tools, materials and supplies sufficient to maintain vessel during the charter period.
- 5) Housing for up to three (3) PWSAC employees involved with the remote transfer project.
- 6) All equipment and crew will be made available to PWSAC with no other commitments during the charter period.

Tentative Schedule for Remote Transfer Vessel: (Schedule will change due to the actual timing of fry outmigration.)

- ❖ February 15, Arrive Armin F. Koernig Hatchery and load PWSAC staff and equipment
- ❖ February 17, Tow first net pen complex to Port Chalmers
- ❖ February 19, Tow second net pen complex to Port Chalmers
- ❖ February 21, Tow feed barge to Port Chalmers
- ❖ February 22, Hand off PWSAC staff to Port Chalmers Support Vessel
- ❖ February 23, Arrive at Wally Noerenberg Hatchery
- ❖ February 24-26, Prep vessel for chum salmon fry transfers with PWSAC staff
- ❖ February 27- March 31, Transfer chum salmon fry to Port Chalmers rearing site

If any inconsistencies exist between the General Scope of Charter and the Contract, the Contract language shall take precedence.

Prince William Sound Aquaculture Corporation

2024-2026 REMOTE RELEASE TRANSPORT VESSEL BID SHEET

1) OWNER NAME: _____

2) PERMANENT MAILING ADDRESS: _____

3) TELEPHONE NUMBER: _____

4) SKIPPER NAME: _____

CREWMEN NAME(S): _____

5) VESSEL NAME: _____

6) VESSEL OFFICIAL DOCUMENTATION NUMBER: _____

7) VESSEL ADF&G NUMBER: _____

8) VESSEL LENGTH AND AGE: _____

9) FISH HOLD(S) SIZE (in cubic feet): _____

10) CIRCULATION SYSTEM (type, power supply, gpm, etc.) _____

11) STIPULATED LUMP SUM CHARTER BID: \$ _____ **

12) DAILY RATE FOR ADDITIONAL TIME CHARTER WORK: \$ _____ / DAY

Signature of Owner

Date

**** PWSAC is not obligated to accept the lowest bid and expressly reserves the right to reject any and all bids for any reason.**

If any inconsistencies exist between the Bid Sheet and the Contract, the Contract language shall take precedence.

PRINCE WILLIAM SOUND AQUACULTRE CORPORATION
TIME CHARTER CONTRACT INCLUDING PWSAC 2024 REMOTE RELEASE
SUPPORT VESSEL SPECIFICATIONS

This contract is a time charter between the **FV** _____ and Owner _____ (the "Owner") and Prince William Sound Aquaculture Corporation ("PWSAC" or the "Corporation").

The purpose of this time charter ("Time Charter" or the "Agreement") is to support the Port Chalmers chum salmon remote release project (the "Remote Release").

This agreement shall be in effect for three chum salmon remote release seasons, from February 7, 2024 through May 1, 2026.

1) Charter Period and Stipulated Lump Sum

- A. The Charter Period shall continue from **February 15** to approximately **March 31** of year (2024, 2025, 2026), or at the option of the Corporation, until the completion of the project whether before or after March 31 in each year.
- B. During the Charter Period, as specified herein, the Corporation shall charter the Owner's vessel the **FV** _____ (the "Owner's Vessel" or "Charter Vessel") fully equipped with skipper, crew and rigging for the Stipulated Lump Sum of \$ _____ for the tasks related to the Remote Release.
- C. Payment shall be made to Owner within seven days after the Charter Period is completed.
- D. The Charter Vessel, including all its equipment as set forth below, and the skipper and crew shall be available to the Corporation with no other commitments during the Charter Period. During the Charter Period, there may be opportunities for other time charter work for the Corporation that is not related to the Remote Release. The Corporation, at its discretion, may offer this time charter work to Owner, and Owner, at its discretion, may accept the time charter work. The daily rate for any such additional time charter work is \$ _____ and this additional time charter work shall be governed by the terms of this Agreement.

2) Charter Obligations

- A. Owner shall deliver the Charter Vessel with captain and crew to the Corporation at the Armin F. Koernig (AFK) Hatchery at the beginning of the Charter Period, fully-rigged, tight, staunch and strong, fully-licensed and operational with all necessary accessory equipment necessary for the purposes set forth in this Time Charter, including, without limitation, hydraulics to safely set 4,000 pound anchors, and **three**, 800+ cubic feet fish holds free of any contaminants, equipped with a reliable circulation system powered independently from the main engine.

- B. Owner shall provide an experienced skipper, with both significant experience operating a vessel the size of the Charter Vessel and significant experience navigating the navigable waters of Prince William Sound, for the Charter Period. The Owner shall also provide at least one additional Crew member for the Charter Period. Crew members shall be provided at Owner's expense.
- C. The Owner will perform all tasks necessary to support the Remote Release operation as requested by the Corporation. Owner's primary contact with the Corporation regarding these matters shall be the Corporation's Production Manager.
- D. Unless otherwise agreed in writing by the Corporation, this Time Charter includes all gear, machinery and equipment aboard the vessel at the time of inspection by the Corporation, and all equipment and crew will remain available to the Corporation full time for the duration of the Charter Period provided, however, that nothing stated in this Time Charter shall be construed as a demise of the vessel to the Corporation. The Owner shall remain responsible for the navigation of the vessel, insurance, crew and all other matters, the same as when working for its own account.
- E. During the Charter Period, the Charter Vessel will be primarily engaged in the movement and placement of anchors, netpens, barge, skiff and program supplies as well as transporting live chum salmon fry to Port Chalmers on the Northwest shore of Montague Island. The remote release equipment will be located at the AFK Hatchery and the live chum salmon fry at the Wally Noerenberg Hatchery.
- F. Owner shall be informed and instructed by the Production Manager and Assistant Production Manager of the exact support duties to be performed; provided, however, that the manner of operation and navigation of the vessel shall remain in Owner's exclusive control.
- G. Owner shall work diligently to complete all assigned support duties within the expected time schedule.
- H. While on any Corporation property or facilities, including hatchery grounds, the Owner and crew shall read, sign for, and abide by the rules and regulations governing PWSAC hatchery employees.
- I. Owner agrees to pay all wages and withholding taxes for the Charter Vessel captain and all crew. Except as noted below, Owner shall pay for all other Charter Vessel provisions necessary to operate the Charter vessel and perform its duties under this Time Charter, including without limitation all necessary lube oils, hydraulic oils and greases required, together with everything else needed to operate the Charter Vessel.

- J. Fuel expenses during the Charter Period directly resulting from the Charter Vessel's performance of its duties under this Time Charter will be reimbursed by the Corporation on the payment schedule outlined in paragraph 1.C. Receipts and fuel use log(s) shall be required for **all** fuel expense reimbursements.
- K. The Corporation will supply all necessary fish culture items necessary for the purposes of this Time Charter including, without limitation, fish culture staff, barge with towing bridal and anchors, oxygen cylinders, and nets.
- L. Owner is responsible under this Time Charter for all licenses and permits required for the Charter Vessel to operate.

3) Termination for Cause

- A) Time is of the essence during the Charter Period. In the event the Charter Vessel is detained or is rendered inoperable for any reason for a period of twelve (12) hours or more, the Corporation may, at its option, terminate this Time Charter without further obligation to the Owner. If, however, the Corporation elects to continue the Time Charter, it shall have the right to hire a substitute vessel, and skipper and crew if necessary, to continue the support operations. Owner shall be responsible for any costs incurred by the Corporation in excess of the sum the Corporation would have paid to complete the work under the original Time Charter.
- B) The Corporation may also terminate this Time Charter for cause without obligation to the Owner, even in the absence of breakdown by the Charter Vessel under paragraph 3(A), in the event of:
 - (1) A material breach of this Time Charter contract by Owner; or
 - (2) A decision by the Corporation after inspection of the Charter Vessel or equipment that there exists a significant risk of breakdowns or threat to fish health; or
 - (3) The failure to maintain an experience skipper or approved crew on the Charter Vessel as specified in this Time Charter.
- C) In the event of a termination for cause under this paragraph 3, the Corporation shall be entitled to recover its actual damages, if any, from the Owner.

4) Termination without Cause

- A) The Corporation may terminate this Time Charter without cause and for its own convenience without liability to Owner by mailing written notice of its intent to cancel the Agreement at least sixty (60) days before commencement of the Charter Period.

- B) The Corporation may terminate this Time Charter without cause and for its own convenience with less than sixty (60) days' notice, but before the Charter Period begins, by mailing written notice of its intent to cancel the Time Charter. Under such circumstances, the Corporation shall pay Owner liquidated damages of \$2,000.00, which shall satisfy any and all claims, monetary or equitable, which Owner may have for the Corporation's termination of the Time Charter.
- C) The Corporation may terminate this Time Charter without cause and for its own convenience during the Charter Period by mailing written notice of its intent to cancel the Time Charter. Under such circumstances, the Corporation shall pay Owner liquidated damages of \$5,000.00. In addition, for any period of time the Charter Vessel may have actually been in service on the daily Charter Rate, the Corporation will pay the Owner at the daily Charter Rate for work performed, including any applicable reimbursements, such as fuel costs as addressed above. Any such payment plus the liquidated damages shall be in satisfaction of any and all claims Owner may have against the Corporation for termination of the Time Charter.

5) **Insurance and Indemnification**

- A. Owner(s) shall obtain hull insurance with a policy limit of not less than the full value of the vessel and crew liability insurance (P&I) with a policy limit of not less than \$500,000, at his or her own expense, The Corporation shall be an additional named insured on all such insurance policies, which shall also include a waiver of subrogation rights against the Corporation. Evidence of such insurance, satisfactory to the Corporation, must be presented prior at least five days prior to commencement of the Charter Period.
- B. To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless the Corporation and its officers, agents and employees from and against all claims, losses, damages and expenses arising out of or resulting from the performance of this Agreement, regardless of whether or not such claim, loss, damage, or expense is caused in part by a party indemnified hereunder, or arises by or is imposed by law without regard to the negligence of any such party.
- C. The Corporation will not be responsible for any loss or damage to the Charter Vessel and Owner(s) accept all risk that the minimum amount of insurance required by this paragraph or the insurance actually obtained by Owner(s) is insufficient. Any damage to the Corporation's dock, pens, or other property, as well as the property of third parties, will be the sole responsibility of Owner(s).
- D. Owner agrees that this Agreement is a time charter only, and that the Corporation has no legal responsibility for the navigation, operation or liabilities of the Charter Vessel. The Owner will not have any right of recovery or subrogation against the Corporation on account of any loss or damage to the Charter Vessel, her machinery,

appurtenances, or equipment, or on account of payments made to discharge claims against or liabilities to third parties of the vessel or the Owner. All losses, damages, or other liabilities which are not covered by insurance shall be paid for by Owner.

- E. The Owner is an independent contractor and under no circumstances shall be deemed to be an agent or employee of the Corporation.

6) **Disputes**

- A. In the event of a dispute under the Agreement, Owner and the Corporation will attempt to resolve such dispute for a period of thirty (30) days. If after the 30-day period, the Parties are unable to resolve the dispute, any further dispute must be referred to binding arbitration and either Party may initiate binding arbitration that will be conducted in Anchorage, Alaska.

The arbitration contemplated by this Agreement shall be conducted by one arbitrator who will be selected from a pool of willing and available retired Alaska Superior Court judges. The arbitrator shall be selected by the parties by mutual consent within fifteen days of the execution of this Agreement. Neither party may unreasonably withhold consent to an arbitrator. If an arbitrator cannot be mutually agreed upon, then one shall be appointed by a superior court judge presiding over the state of Alaska Superior Court at Anchorage, upon application to the court by either party pursuant to AS 09.43.030.

Once an arbitrator is selected pursuant to the provisions of this Agreement, the parties shall confer with the arbitrator regarding the adoption of procedural rules and guidelines for the arbitration, including, but not limited to: (1) time and place of arbitration; (2) length and disclosure of arbitration briefs; (3) exchange of information between the parties; and (4) all relevant deadlines. The parties will split all fees and/or costs associated with the retention of an arbitrator.

This clause shall be specifically enforceable. The arbitrator will not have the power to grant any form of injunctive relief.

- B. If any formal dispute arises out of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees

7) **Miscellaneous**

- A. The Corporation will furnish the Owner an IRS Form 1099 to report income.
- B. In the event that the Owner wishes to utilize existing Corporation charter flights, in support of Owner's operations under this Time Charter, it may do so on a space-available basis, at the rate being charged commercially for this service. It shall not

be the responsibility of the Corporation to provide or pay for the service for the Owner.

- C. The Owner shall make available for inspection by the Corporation all equipment to be used as part of its performance under this Agreement prior to commencing service under this Agreement.
- D. Neither party will, without written consent of the other, sell, transfer or assign this Agreement or any interest in it, or make any arrangements for its obligations under this Agreement to be performed by any third party.
- E. The headings throughout this Agreement are for reference purposes only and will not be construed or considered in interpreting the terms and provisions of this Agreement.
- F. No failure or delay by any party in exercising any right under this Agreement will operate as a waiver of that right, nor will any partial exercise of a right preclude any further exercise of that or any other right.
- G. In the event any clause of this Agreement shall be deemed as void as against public policy or determined to be otherwise unenforceable, all other parts of the Agreement not so affected shall remain effective and binding, unless the deletion shall cause this Agreement to fail its essential purpose.
- H. This Agreement shall be governed by and construed in accordance with Alaska law.
- I. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the parties and may not be changed except by written amendment. Owner acknowledges and agrees that he understands this Agreement, that he has discussed it with the Corporation and has had an opportunity to have it reviewed by a lawyer.
- J. Nothing contained in this Agreement shall be deemed to prohibit or deny Owner or the Corporation the benefit of all limitations of, and exemptions for, liability to third parties available to owners, charters and operators of vessels.
- K. The Corporation shall not be held responsible for and shall be excused from performance arising from acts of God or nature, military operations, war, fire, flood, major oil spills, strikes, lockouts or other labor difficulties, actions of government, or from any other causes beyond the reasonable control of the Corporation.
- L. All notices under this Agreement shall be in writing and shall be delivered in person or sent by Certified Mail, Return Receipt Requested, at the addresses set forth below:

OWNER(S): _____

SS# or Fed.ID#: _____

CORPORATION: Prince William Sound Aquaculture Corporation
P.O. Box 1110
Cordova, Alaska 99574-1110

DATED: _____ By: _____
Owner

PRINCE WILLIAM SOUND
AQUACULTURE CORPORATION

DATED: _____ By: _____
Geoff Clark, General Manager