

MEMORANDUM

TO: Council, SSC, and AP members

FROM: Jim H. Branson *JMB*
Executive Director

DATE: September 17, 1981

SUBJECT: Status of Contracts and RFP's

ACTION REQUIRED

Contract 80-3 is up for final approval and the contract for the Determination of Stock Origins of Chinook Incidentally Caught in Foreign Trawls may be awarded.

BACKGROUND

Current Council contracts and RFP's are listed below with contract information on the contractor, funding amount, percent expended to date, duration, objective, and status. Those contracts and RFP's requiring Council action at this meeting are indicated with an asterisk.

Current Council Contracts

- * 80-3: Seasonal Use and Feeding Habits of Walruses in the Proposed Bristol Bay Clam Fishery Area
(IMS at UA, \$97,220, 82%, April 1, 1980 to October 1, 1981)

Objective: To assess the distribution and abundance of walruses in inner Bristol Bay monthly for one year and describe their feeding habits near and in the clam fishery area.

Status: Draft Final report is being reviewed by the SSC. Given SSC approval, the Council may give final approval on this contract.

- 80-4: To Expand and Enhance the Domestic Commercial Fisheries Catch Data Reporting System Off Alaska.
(ADF&G, \$145,300, 80%, June 1, 1980 to December 30, 1981)

Objective: To enhance the quality and timeliness of domestic catch data required for fisheries management by developing and implementing a flexible and responsive data reporting system for catch summaries.

Status: The progress reports for June, July, and August are overdue.

81-2: Processing of Fisheries Data

(ADF&G and CFEC, \$55,000, 26%, October 1, 1980 to December 31, 1981)

Objective: To enhance capabilities of ADF&G and CFEC to provide harvest and processor data for 1977-79 to the Council.

Status: The third quarterly report for July - September is due on October 10, 1981.

81-4: Marine Mammal Feeding Habits

(ADF&G, \$41,397, 0%, July 13, 1981 to March 31, 1982)

Objective: To establish a baseline of current knowledge on marine mammals feeding habits and food requirements in the Bering Sea, evaluate its adequacy for use in ecosystems models, and indicate a general plan for further research.

Status: The new contract was signed in early July. An outline of the final report and a description of the evaluation methodology have been approved by the Marine Mammal Workgroup. A progress report is due on September 30, 1981.

Future Research

- * A proposal by the University of Washington to the RFP on the Determination of Stock Origins of Chinook Incidentally Caught in Foreign Trawls in the U.S. Eastern Bering Sea and Gulf of Alaska FCZ was approved by the SSC in July. On recommendation from the Finance Committee, the Council held final contract award in abeyance until alternative methodologies for determining stock origins could be explored.

Since the July meeting, alternative methods such as coded wire tag analysis have been found to be too time consuming and expensive. Therefore, the original proposed research has been placed before the SSC for their reaffirmation. Given SSC approval, the Council may award the contract. A copy is included under this agenda item.

*Alverson - crab
research proposal
E-3(c)*

- * Council action may be required at this meeting.

North Pacific Fishery Management Council

Clement V. Tillion, Chairman
Jim H. Branson, Executive Director

Mailing Address: P.O. Box 3136DT
Anchorage, Alaska 99510

Suite 32, 333 West 4th Avenue
Post Office Mall Building



Telephone: (907) 274-4563
FTS 271-4064

Contract 81-5

DETERMINATION OF STOCK ORIGINS OF CHINOOK SALMON INCIDENTALLY CAUGHT IN FOREIGN TRAWLS IN THE ALASKA FCZ

This contract is entered into between the North Pacific Fishery Management Council, herein called the "Council" and represented by the Executive Director executing this contract, and

University of Washington
Seattle, Washington 98195

hereinafter called the "Contractor," who agree as follows:

INTRODUCTION

Chinook salmon (Oncorhynchus tshawytscha) are the least abundant species of Pacific salmon in Alaska. However, since the passage of the Magnuson Fishery Conservation and Management Act, observers placed aboard foreign groundfish vessels operating in the U.S. Fishery Conservation Zone (FCZ) off Alaska have found that chinook often account for over 90% of the incidental catch of salmon in the Bering Sea/Aleutian Islands region and the Gulf of Alaska. Although incidental catches of chinook salmon in the FCZ off Alaska are usually considered to be low, the estimated incidental catch of chinook salmon in foreign groundfish fisheries in the Bering Sea/Aleutian Islands region in 1979 was approximately 100,000 fish, or more than 1/3 the average annual commercial harvest of 261,000 chinook salmon in Western Alaska since 1963. These high incidental catches may significantly impact commercial, subsistence, and sport chinook fisheries, as well as escapement of mature adults to the spawning grounds.

Tagging, scale, maturity, and distribution studies indicate that chinook salmon stocks in the eastern Bering Sea probably originate in Western Alaska. Over 90% of the chinook salmon produced in Western Alaska probably originate in the Nushagak, Kuskokwim, and Yukon rivers. Much less is known about the origins of chinook salmon in the Gulf of Alaska, but they are thought to represent a mixture of stocks originating along the North American coast from California to Central Alaska. The relative contributions of individual streams or areas within this large geographical area to chinook populations in the Gulf of Alaska have not been well defined.

The most promising way to determine the origin of chinook salmon is analysis of scales to detect regional or river-of-origin differences in age composition and freshwater-marine growth patterns. This contract first will determine the feasibility of using scale analyses to identify the stream or area of origin of chinook salmon caught incidentally in the foreign trawl fisheries of the U.S. Fisheries Conservation Zone of Alaska. Secondly, if feasible, scale analysis will be used to determine the origin of these chinook salmon.

ARTICLE I - OBJECTIVES AND STATEMENT OF WORK

Objectives

1. Determine if freshwater age patterns and freshwater-marine growth patterns of selected major coastal stocks allow area or stream-of-origin separation.
2. Determine if scale samples collected from incidentally caught salmon by U.S. observers on foreign trawlers are adequate for stock separation analyses.
3. Provide information where gaps in stock data exist.
4. Classify trawl-caught chinook salmon by probable area or river of origin.
5. Provide recommendations as to whether this type of study could be applied to chinook salmon caught in the S.E. Alaskan troll fishery.

Statement of Work

1. Categorize freshwater age patterns (e.g. spring, fall chinook) and freshwater-marine growth patterns from samples available from selected major natural and hatchery coastal stocks from California to the Yukon River to determine the degree of stock or area separation feasible. Because the projected year of maturity of immature chinook in trawl catches cannot be determined, standard samples will need to be pooled over years and ocean age groups. Scale samples provided by public resource agencies will be re-aged to minimize reader error.
2. Determine from chinook scales collected by U.S. observers on foreign trawlers in 1978, 1979, and 1981, whether scale samples from incidentally caught chinook are adequate in quality and quantity for stock separation analyses.
3. Arrange for agency collection of additional samples where important data gaps exist.
4. If stock separation by scale pattern analysis proves feasible, and if scale samples collected by U.S. observers are adequate, classify chinook unknowns in the 1978, 1979, and 1981 foreign trawl catches in the Alaska FCZ.
5. If stock separation by scale pattern analysis proves feasible, plan sampling program for 1982-83 trawl fishery and evaluate origin of trawl-caught chinook.
6. If coastwide separation by scale pattern analysis proves generally feasible, make recommendations on its application to chinook salmon caught in the S.E. Alaskan troll fishery.

ARTICLE II - PROJECT SCHEDULE AND DELIVERABLES

Schedule

<u>Date</u>	<u>Event</u>
October - December 1981	a. Compile chinook salmon abundance and age statistics. b. Sort, mount and age 1978-79 trawl samples. c. Quarterly report, December 31.
January 1981 - March 1982	a. Sort, mount and age 1981 trawl samples. b. Collect scales from inshore fisheries from agencies. c. Quarterly report, March 31.
April - June 1982	a. Digitize scales from inshore fisheries. b. Statistical analysis of 1978-79 data. c. Quarterly report, June 30.
July - September 1982	a. Digitize scales from inshore fisheries. b. Annual report, September 30. *c. Recommendation to Council on feasibility of using scale analysis to separate stocks by area or stream of origin, and whether contract should be continued.
October - December 1982	a. Digitize trawl samples. b. Plan sampling program and analysis for the 1982-83 trawl fishery. c. Quarterly report, December 31.
January - March 1983	a. Collect and digitize scales from 1982 inshore fisheries. b. Evaluate 1978-82 data, i.e., origin of trawl-caught chinook. c. Quarterly report, March 31
April - June 1983	a. Determine applicability of this study to the Southeast Alaska troll fishery. b. Quarterly report, June 30.
July - September 1983	a. Project evaluation and final report preparation. b. Final report draft in August and final report in September.

*Note: This will be a two-year project with the second year being contingent on the feasibility of using scale analysis to separate trawl-caught chinook salmon. Should stock separation prove unfeasible, the project will be terminated after the first year.

Deliverables

All products shall be delivered to Executive Director, North Pacific Fishery Management Council and must be of professional quality and reproducible. Style and format should conform to CBE Style Manual, 3rd edition, unless the Executive Director, NPFMC, specifies otherwise.

Progress reports shall be due on the dates indicated above and shall review the technical accomplishments, inventory and include all data collected during the period, indicate the extent of data synthesis and analysis accomplished, and present any preliminary conclusions.

An explanatory management letter of no more than two pages must accompany each voucher. The letter must indicate the allocation of all charges by task and explain all the charges on the voucher. In addition, the letter shall contain statements about the adequacy of funds remaining to complete each task. Three copies are to be delivered to the Executive Director.

The final report shall be camera-ready copy, single spaced, typed on one side of the page in IBM Prestige Elite typestyle and on good quality white paper measuring 8½ X 11 inches. Specific detailed information or changes may be requested and/or provided by the Executive Director. Ten copies plus the original Final Report shall be provided.

The following format will be used in preparing the final report:

- Title Page
- Preface
- Executive Summary
- Table of Contents
- List of Figures
- List of Tables
- List of Abbreviations and Symbols
- Acknowledgements
- Introduction
- Materials and Methods
- Results
- Discussion
- Conclusions
- Recommendations
- Abstract
- Key Words
- References (annotated bibliography)

The Executive Director shall be responsible for distribution. The Contractor shall refer all requests to the Executive Director.

ARTICLE III - COST IN TERMS OF THE CONTRACT

This project will be administered through a contract with University of Washington. The Council agrees to pay and the Contractor, the University of Washington, agrees to accept as full payment for all services agreed to for the period ending September 30, 1982, an amount not to exceed \$56,840, and for

the period October 1, 1982 to September 30, 1983, an amount not to exceed \$52,090, should the contract be extended for the second year. Determination to proceed for the second period will be made by the Council.

ARTICLE IV - PERIOD OF CONTRACT

Work on the first half of this contract shall commence on October 1, 1981 and shall be completed by September 30, 1982 at which time an evaluation will be made by the Council on whether the second year's tasking should be undertaken. Given a favorable recommendation to proceed, work on the second half of this contract shall commence on October 1, 1982 and shall be completed by September 30, 1983, unless extended by written mutual agreement.

ARTICLE V - CONTRACT MONITOR

Dr. Clarence Pautzke is designated Contract Monitor. The Contract Monitor is responsible for the administration of this contract for the Council. Dr. Pautzke is located at the Council's headquarters office, 333 West Fourth Avenue, Suite 32, P. O. Box 3136DT, Anchorage, AK 99510, telephone (907) 274-4563.

ARTICLE VI - PAYMENTS

Provisional payments for services under this contract will be made on the basis of quarterly billings in arrears upon submission of a detailed invoice to the Contract Monitor at the address specified in Article V above. The total may not exceed \$56,840 for the period ending September 30, 1982, and \$52,090 for the period October 1, 1982 to September 30, 1983 should the contract be extended for the second year.

ARTICLE VII - BUDGET SUMMARY

	<u>Oct. 1, 1981 - Sept. 30, 1982</u>	<u>Oct. 1, 1982 - Sept. 30, 1983</u>
<u>Salaries</u>		
D.E. Rogers (Principal investigator)		
4 mos @ 100% each year	\$ 10,120	\$ 10,630
K. Myers (Biol. II)		
12 mos @ 50% each year	9,000	9,300
B. Rogers (Biol. II)		
3 1/2 mos @ 100%	5,111	-0-
Research Assistant		
6 mos @ 50% first year	3,600	9,150
Student Helper		
6 mos @ 50%	<u>2,400</u>	<u>-0-</u>
TOTAL DIRECT SALARIES	\$ 30,231	\$ 29,080
<u>Benefits</u>		
Faculty (18%), staff (23%), student (7%)	5,487	4,693

<u>Supplies and Services</u>	500	400
<u>Computer</u>	2,000	1,200
<u>Travel and Per diem</u>	1,000	500
<u>Cost Center</u>		
Secretarial, data processing, report preparation, and in-house administration	<u>3,200</u>	<u>3,000</u>
TOTAL DIRECT COSTS	\$ 42,418	\$ 38,873
Indirect Costs (34%)	<u>14,422</u>	<u>13,217</u>
TOTAL BUDGET	<u>\$ 56,840</u>	<u>\$ 52,090</u>
GRAND TOTAL		<u>\$ 108,930</u>

ARTICLE VIII - GENERAL PROVISIONS

1. TERMINATION

- a) The performance of work under this contract may be terminated by the Council whenever the Executive Director determines that such termination is in the best interest of the Council.
- b) Any such termination shall be effected by delivering to the Contractor a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

2. NONDISCRIMINATION CLAUSE

The Contractor shall comply with federal Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).

3. FEDERAL ACCESS TO RECORDS

The Contractor will provide the Council, the National Marine Fisheries Service, the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of the Contractor involving transactions relating to this contract for a period of three years after final payment.

4. PROTESTS, CONTRACT DISPUTES, AND APPEALS

- a) Authority of the Executive Director. The Executive Director is authorized to settle, compromise, pay or otherwise adjust any claim by or against, or any controversy with, a contractor or bidder relating to a contract entered into by the Council, including a claim or controversy initiated after award of a contract, based on

breach of contract, mistake, misrepresentation or other cause for contract modification or rescision. In the event a settlement or compromise involves or could involve adjustments and/or payments aggregating \$10,000 or more, then the Executive Director shall prepare written justification and obtain approval in advance, from the full Council and its legal advisor. When a claim cannot be resolved by mutual agreement, the Executive Director shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the contractor and shall state the reasons for the action taken on the claim, and shall inform the contractor of his right to administrative relief as provided in this section. The decision of the Executive Director is final and shall be conclusive unless fraudulent, or the contractor appeals to the Council. If the Executive Director does not issue a written decision within one hundred and twenty (120) days after receipt of a claim, or within such longer period as might be established by the parties to the contract in writing, then the contractor may proceed as if an adverse decision has been received.

b) Appeal to the Council. The Council has jurisdiction over each controversy arising under, or in connection with, the interpretation, performance, or payment of a contract of the Council provided that:

- 1) the contractor has not instituted action over such controversy in court, and
- 2) the contractor has mailed notice to the Council of his election to appeal within 90 days of his receipt of the decision from the Executive Director, or at the contractor's election, within a reasonable time after the Executive Director fails or refuses to issue a decision.

5. CONTRACT MODIFICATIONS

A contract modification is considered to be any written alteration of contract provisions, i.e., work statement, specification, period of performance, time and rate of delivery, quantity, price, cost, fee, or other provisions of an existing contract whether accomplished in accordance with a contract provision or by mutual actions of the parties to the contract.

- a) Approval Authority. Only the Executive Director has the authority to approve a contract modification.
- b) Processing Contract Modifications. The Contract Monitor is responsible for monitoring the contract and recommending changes in existing contracts. In such capacity, he will generally be responsible for initiating the necessary documents involving technical changes. In preparing the documents, he shall review the statement of work and the applicable specifications and then delineate the proposed changes thereto. The Contract Monitor should also evaluate whether these proposed changes are within the general scope of the contract or are considered new procurement and set forth the

rationale supporting his position. If the Contract Monitor believes the changes to be in the general scope, the proposed changes, recommendations, and rationale are forwarded to the Executive Director for concurrence.

6. SUBCONTRACTING

Except as provided in the Schedule or in the Contractor's proposal incorporated in this contract, the Contractor shall not subcontract any part of the work under this contract without specific written approval of the Contract Monitor. This clause does not apply to the purchase of supplies, materials, equipment, or incidental support services.

7. RIGHTS IN DATA

- a) The term "Subject Data" as used herein includes writings, sound recordings, pictorial reproductions, drawings, or other graphical representations, and works of any similar nature (whether or not copyrighted) which are furnished by the Contractor under this contract. The term does not include information incidental to contract administration.
- b) All "Subject Data" first produced in the performance of this contract shall be the sole property of the Council. The Contractor shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to so do without the written consent of the Contract Monitor.
- c) The Contractor agrees to grant and does hereby grant to the Council and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world (1) to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all subject data not first produced or composed in the performance of this contract, but which is incorporated in the work furnished under this contract; and (2) to authorize others so to do.
- d) The Contractor shall indemnify and save and hold harmless the Council, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any subject data furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in such data.
- e) Paragraphs (c) and (d) above are not applicable to material furnished to the Contractor by the Council and incorporated in the subject data furnished under the contract; however, such incorporated material shall be identified by the Contractor at the time of furnishing such data.
- f) The Contractor shall not affix any restrictive markings upon any subject data.

8. KEY PERSONNEL

- a) It has been determined that the individual(s) named in the schedule of this contract are necessary for the successful performance of this contract. No diversion or replacement of these individual(s) shall be made by the Contractor without the written consent of the Contract Monitor: Provided, that the Contract Monitor may ratify in writing such diversion or replacement and such ratification shall constitute the consent of the Contract Monitor required by this clause.
- b) Whenever for any reason, one or more of these individual(s) are unavailable for performance under this contract, the Contractor agrees to replace such individual(s) with an individual(s) of substantially equal abilities and qualifications. The Contractor shall submit to the Contract Monitor, in duplicate, a resume giving the full name, title, date, and place of birth, qualifications, experience, and salary history, for all successor or new personnel prior to assignment of such personnel to perform work under the contract, so that the Contract Monitor may decide whether or not such successor meets the qualifications of the personnel to be diverted or replaced, or in the case of new personnel, whether or not they are qualified to perform work assigned, and advise the Contractor accordingly.

9. RIGHTS TO INVENTION

Rights to inventions generated under this contract are subject to the regulations issued by the Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service.

10. CONFLICT OF INTEREST

It shall be improper for any Council employee or Council member to participate directly or indirectly and realize financial gain in any matter pertaining to this contract.

11. DISCLOSURE OF BENEFITS RECEIVED FROM CONTRACTS

Any Council employee or Council member who has or obtains any benefit from this contract, shall report such benefit to the full Council.

12. GRATUITIES AND KICKBACKS ILLEGAL

- a) Gratuities. It is improper for any person to offer, give or agree to give to any employee or Council member or for any employee or Council member to solicit, demand, accept or agree to accept from another person, anything of pecuniary value for or because of:
 - 1) an official action taken or to be taken, or which could be taken; or
 - 2) a legal duty violated or to be violated, or which could be violated by such employee or former employee.

- b) Kickbacks. It is improper for payment, gratuity, or benefit to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

13. COVENANT RELATING TO CONTINGENT FEES

- a) Representation of Contractor. Every person, before being awarded a contract with this Council, shall represent that he has not retained a person to solicit or secure the contract with this Council upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business or an attorney rendering professional legal services, employed, consistent with applicable canons of ethics.
- b) Intentional Violation Unlawful. The intentional violation of the representation specified in Subsection (1) above is cause for termination of a contract.

14. RESTRICTION ON EMPLOYMENT OF PRESENT COUNCIL EMPLOYEES

No present Council employee may be employed by the Contractor while the work under this contract is being performed.

The parties hereto executed this contract as of the day and year of the last signature date indicated below:

UNIVERSITY OF WASHINGTON

By: _____

Title: _____

Date: _____

NORTH PACIFIC FISHERY MANAGEMENT COUNCIL

By: _____

Title: Executive Director

Date: _____