

INVASIVE CARP EXPERIMENTAL COMMERCIAL FISHING METHODS PROGRAM

Request for Program Proposals
for Tier I



Kentucky Department of Fish and Wildlife Resources
1 Sportsman's Ln
Frankfort, KY 40601

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SECTION 10– BACKGROUND AND PRESENT SYSTEM SUMMARY

10.1 Background

Pursuant to KRS 150.015, the Kentucky Department of Fish and Wildlife Resources (KDFWR) is charged to protect and conserve the fish and wildlife of this Commonwealth so as to ensure a permanent and continued supply of the wildlife resources of this state for the purpose of furnishing sport and recreation for the present and for the future residents of this state; to promote the general welfare of the Commonwealth; to provide for the prudent taking and disposition of wildlife within reasonable limits, based upon the adequacy of the supply thereof; to protect the food supply of this state, and to ensure the continuation of an important part of the commerce of this state which depends upon the existence of its wildlife resources.

The KDFWR currently has regulations in place concerning the commercial fishing gear types allowed, 301 KAR 1:146; the waters open to commercial fishing, 301 KAR 1:150; the harvest and sale of Invasive carp, 301 KAR 1:152; the commercial fishing requirements, 301 KAR 1:155; the taking of fish by traditional methods, 301 KAR 1:201; the taking of fish by nontraditional methods, 301 KAR 1:410; and scientific and educational collecting permits, 301 KAR 4:070 which may limit or impair the efforts and ability of commercial fishers to experiment with new methods and/or gears to harvest invasive carp in sufficient amounts to provide relief of the detrimental impact.

The KDFWR continues to be a leader in invasive carp harvest and removal efforts. To progress as a leader in this effort, industrialization of the removal process is the next logical progression. KDFWR plans to facilitate this through the experimental fishing methods program. This program allows KDFWR staff to work with selected commercial fishers on adapting techniques for the mass harvest of invasive carp that

currently may not be allowed by regulation and overseeing the innovation of new approaches.

KDFWR has limited ability to provide in-person oversight of more than just a handful of selected commercial fishers at one time. Through the structured review and evaluation of a selected fishers' methods and efficiency in Tier 1 of this program, it may become feasible to allow the fishers to continue to utilize their methods with less rigorous oversight by assigning them to a 'Tier 2' status. This would allow KDFWR staff to expand the program and assess other methods that could prove effective in the mass removal of invasive carp.

SECTION 20 – SCOPE OF WORK

20.1 **Agency to Be Served**

This program proposal (hereafter "proposal") shall be for use by the **KENTUCKY DEPARTMENT OF FISH AND WILDLIFE RESOURCES**.

20.2 **Term of Agreement and Renewal Options**

The initial term of an agreement for a selected commercial fisher shall be for a period of **ONE Year** from the effective date of execution or until the experimental commercial fishing methods program is officially in regulation and the selected fisher can apply/transfer into that program.

An agreement may be renewed at the completion of the initial period for **additional one-year** renewal periods up to two (2) times upon the mutual agreement of the Parties.

At the end of the term of the agreement, the selected commercial fisher shall provide all harvest data to the agency in a form that can be converted to any subsequent system of the agency's choice. The selected commercial fisher shall cooperate to this end with the agency or its designee, in a timely and efficient manner.

The Commonwealth reserves the right not to exercise any or all renewal options. The Commonwealth reserves the right to extend the agreement for a period less than the length of the above-referenced renewal period if such an extension is determined by the Commonwealth to be in the best interest of the Commonwealth.

The Commonwealth reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the agreement in an extended period.

Either party to an agreement resulting from this Request for Program Proposals shall have the right to terminate the agreement at any time with thirty (30) days' written notice.

20.3 **Notices**

After the selection of a commercial fisher, all communications regarding day-to-day performance under the agreement or of a technical, regulatory, contractual or legal nature are to be made to the designated KDFWR Point of Contact ("POC") for the program, who shall be identified at that time.

20.4 **Scope of Work/Technical Requirements**

The KDFWR operates an Invasive Carp Experimental Fishing Methods Program for evaluating the efficiency of various capture methods and techniques. The experiments of new gears and/or methods should demonstrate that the gears and/or methods are efficient and effective for mass harvest. The proposed experimental gears and/or methods will be evaluated and considered for potential commercial implementation and must consider the impact on the environment and fish and wildlife resources, safety of the public as well as the proposing fisher and be feasible considering public recreation. The experimental gears and/or methods also must not be detrimental to non-target species. Therefore, once a fisher is selected, KDFWR will prepare a Memorandum of Understanding (MOU) with selected fisher to allow a regulatory exemption and permit the use and testing of new gears and/or methods of harvesting invasive carp. Qualified fishers may submit proposals to be considered for the program to remove invasive carp from Kentucky waters under the supervision of KDFWR. Multiple enrollees may be awarded concurrently. However, the number of concurrent enrollees will be limited to three (3) and slots will be filled on a competitive basis. Selected fishers shall be offered a minimum of 25 days per year of KDFWR-supervised experimentation of the proposed fishing gears and/or methods. Any selected fisher in the program shall be a Kentucky licensed commercial fisher and maintain licensure to continue in the program.

Agreement Continuation

Success and continuation in the experimental gears and methods program for selected commercial fishers will be dependent upon the invasive carp harvest amounts, bycatch, and impacts of the gear and/or methods to other user groups (i.e., boaters, recreational anglers). Fishers who consistently harvest the largest amounts of invasive carp may be given priority when scheduling to make the greatest impact on invasive carp control. Violations of commercial fishing regulations or any of the program requirements specified below and attached will result in dismissal and debarment from the Experimental Fishing Methods program.

Locations and Access

The KDFWR will provide information on probable locations of high densities of invasive carp as is possible and selected fishers may be asked to fish in a few locations. Selected fishers will be allowed access to Kentucky waters otherwise

restricted to commercial fishing. All sport fish, catfish, paddlefish, alligator gar, sturgeon, or any other species that is protected by regulation will be returned to the water immediately.

There are locations during some seasons where paddlefish and sturgeon congregate. The KDFWR staff will ensure those areas will be avoided. The KDFWR or its partner agencies may require a sub-sample of carp be provided from each selected commercial fisher in the program for biological data collection.

Selected fishers shall coordinate at least five (5) days in advance with KDFWR regarding fishing location and dates so that an on-board observer may be arranged. KDFWR "observers" shall be always on board when the experimental gears and/or methods are being used. (Cleared in advance with the KDFWR point of contact (POC)).

Subsidy

Invasive carp harvested from Kentucky Lake or Lake Barkley under this program will be eligible for the invasive carp subsidy at the current rate per pound. Fishers in the program will be required to provide the appropriate reports and invoices to the KDFWR POC as ordinarily required for subsidy program participation.

Testing

Pursuant to KRS 150.460(2) and 301 KAR 3:040 due to the threat posed by invasive carp, the KDFWR is authorized to allow the use of any device in research or resource management strategies and work, including the altering of methods of take, and accordingly will receive proposals from entities to test new methods and gears to harvest invasive carp. The KDFWR will assess the feasibility of the test gears and methods as follows:

- Gear types must be safe to administer in public waters.
- Gear types must be safe to deploy and operate.
- The proposing fishers must be qualified to use special fish harvesting gears.
- The harvest methods must not be detrimental to native fish species; especially sportfish, threatened or endangered species, or species of conservation concern.

20.5 Tier I

THE FOLLOWING ARE CONDITIONS OF THE GEAR AND METHODS TESTING MASTER AGREEMENT FOR TIER I:

1. The proposing fishers must purchase a valid Kentucky commercial fishing license and complete monthly reports, as is required by administrative regulations (301 KAR 1:155). License fee waiver participants are ineligible.
2. Have a MINIMUM of two (2) years of prior experience holding a valid commercial fishing license (Please provide documentation of licenses).

3. Be familiar with the identification, behavior, preferred habitat, and methods of targeting invasive carp species. In evidence of this, have harvested a minimum of 500,000 pounds of invasive carp in the past two years (Please provide documentation of invasive carp harvest).
4. Hold a valid boat registration from the applicant's state of residence.
5. Provide all labor, materials, and equipment necessary to harvest invasive carp and have adequate help to assist with daily harvests.
6. Have a boat and motor(s) that meet the following minimum requirements:
 - a. Work boat – at least 22 feet in length and space for essential crew and one agency-appointed observer, along with storage capacity for harvested fish; boat and equipment should be in good working order, compliant with U.S. Coast Guard safety standards and owners should carry the proper insurance for operating a commercial vessel.
 - b. Outboard with a minimum of 75 horsepower – capable of moving a boat, crew, and harvests to and from fishing locations safely.
 - c. Safety equipment and personal flotation devices (PFD) – all safety equipment and PFDs must present and in good working order.
 - d. Fishing electronics – must have a unit capable of providing traditional and side-imaging sonar, and water temperature.
7. Have a towing vehicle capable of handling boat transportation to and from designated removal sites and the hauling of harvests for sale or disposal.
8. If hauling fish within Kentucky, have the necessary Kentucky Department of Transportation identification permits, insurance cards, and federal transportation tags required for commercial transport of fish.
9. The selected fishers can transfer harvested fish to licensed commercial fishers in the state of Kentucky for the purpose of transport and sale. The seller's sales receipt shall indicate that those fish were harvested via an experimental gear/method and which commercial fisher harvested those fish.
 - a. It is the responsibility of the selected fishers in the program to report the required information to the KDFWR point of contact, including who received the fish.
10. Remove all invasive carp species caught from waters during fishing efforts and be responsible for disposing of harvested invasive carp. Invasive carp harvested may be sold to any willing buyer or disposed of in any lawful manner. Although a selected and approved fisher shall make every effort to remove invasive carp from the water, in the rare circumstance where harvesting all captured invasive carp poses a safety concern, approved fishers in the program will be permitted to release live invasive carp in the body of water where they were caught.
11. Submit itemized invoices (by date) digitally to the KDFWR POC to allow for clear identification of species and pounds harvested daily. These may be produced when the fish are sold, or prior to fish disposal. The KDFWR can provide an invoice template as an example, if necessary.
12. Coordinate with the KDFWR POC on a fishing date and location such that required observers can be arranged to be present when fishing activity occurs. Requests to use experimental fishing methods and gear must be made at least

- 5 days in advance of the requested date. Allow fisheries biologists or appointed observers onboard to observe and record fish harvesting efforts. Observers will record information regarding the deployment of gear types, fishing practices, keep a record of harvests and bycatch, and may take other information as required. Fishers participating in Tier 1 shall be offered a minimum of 25 days per year of KDFWR-supervised experimentation of the proposed fishing gears and methods.
13. Fishers participating in Tier 1 will not attempt sampling or testing experimental gears and methods without KDFWR staff present. There will be a need for schedule flexibility to allow for observers who must be on board or in an adjacent boat.
 14. Bycatch:
 - a. The harvest ratios must abide by the limits set under the Invasive Carp Harvest Program (IChP) regulation. Currently this weight ratio is 65% invasive carp to 35% other rough fish monthly.
 15. Fishers in the program will moderate gear testing as to not threaten public safety, recreation, or pose detrimental effects on non-target aquatic species and agree to end any tests considered by KDFWR to be unsafe, detrimental, or unsuccessful for significant invasive carp harvests.
 16. Fishers may not leave their gear unattended in a manner that will cause conflicts with watercraft navigation (i.e. not in established navigation channels) or pose risk of injury to other users on the waterways (see 301 KAR 1:152).
 - a. If the experimental gear must be left overnight due to an inability to remove and transport the full catch of fish, this shall be discussed with the KDFWR-appointed observer and must be approved. If approved, the gears shall be properly secured to prevent loss and the gear thoroughly marked. KDFWR's POC can provide the fishers with flagpole buoys to be used if the fisher encounters this situation.
 17. Must conform to the fishing gear or practices outlined in the "description of gear and fishing practices" supplied to the KDFWR with this proposal until such time that any proposed change to gear or fishing practices has been approved by the KDFWR POC in writing.

20.6 **Tier I - MANDATORY REQUIREMENTS – PASS/FAIL**

The following requirements must be met to qualify for participation in this program. If any of the mandatory requirements are not met, the proposing fisher will be deemed ineligible, and their proposal will not be considered. Meeting the qualifications listed below does not guarantee enrollment into Tier 1 of the program.

- A VALID COMMERCIAL FISHING LICENSE PER SECTION 20.5.1
- COMMERCIAL FISHING EXPERIENCE PER SECTION 20.5.2 & 20.5.3
- A VALID BOAT REGISTRATION FROM THE APPLICANT'S STATE OF RESIDENCE PER SECTION 20.5.4
- MANDATORY EQUIPMENT PER SECTION 20.5.6 & 20.5.7

SECTION 30 – PROPOSAL SUBMISSION

30.1 **Disposition of Proposals**

All proposals become the property of the Commonwealth of Kentucky. The successful proposal shall be incorporated into the resulting MOU by reference and may eventually be adopted by regulation. Disposal of unsuccessful proposals shall be at the discretion of the Commonwealth.

30.2 **Rules for Withdrawal of Proposals**

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn, by electronic or written notice, by submitting a signed written request for its withdrawal to the Commonwealth point of contact.

30.3 **Commonwealth's Right to Use Proposal Ideas**

The Commonwealth of Kentucky shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposals received in response to the request for program proposals. Selection or rejection of the proposal will not affect this right. If any such system idea or adaptation thereof is determined through experimentation to be an acceptable method, the Commonwealth of Kentucky shall have the right to include such system idea or adaptation in regulation as permissible fishing methods available to all commercial fishers.

30.4 **Submission of Program Proposal**

A commercial fisher wishing to participate in the program shall submit only **one (1) proposal**. **Alternate proposals shall not be allowed**. Failure to submit as specified shall result in a non-responsive proposal.

30.5 **Format of Response**

1. Proposals must be submitted electronically to fw.fisheries@ky.gov and shall be submitted in Microsoft Word, Microsoft Excel or PDF formats ONLY. Do not include embedded documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **Experimental Methods Program Proposal – <Name of applicant>**.
2. All submitted Technical Program Proposals shall remain valid for a minimum of twelve (12) months after the proposal due date.
3. Program Proposal Content – Evaluation of the Program Proposal shall be based on the Request for Program Proposals requirements and should include the following:
 - A. Cover Sheet (provided as Attachment 1)
 - B. Executive Summary
 - C. Company/Individual Background
 - D. Technical Approach

30.6.1 Cover Sheet

Applicants shall fill in all the requested information on the cover sheet (provided as Attachment 1) and submit with the program proposal.

30.6.2 Executive Summary

Applicants will present an overview of their proposed solution in the Executive Summary.

30.6.3 Company/Individual Background

A proposing commercial fisher shall present pertinent information about their company (or about themselves if proposing as an individual). This section shall detail the fisher's experience as a commercial fisher as well as the fisher's experience fishing for invasive carp such that it is clear they meet the minimum requirements for experience as detailed in Section 20.5.2 & 20.5.3.

A proposing fisher shall document they have the required boat registration from their state of residence. Refer to Section 20.5.4.

A proposing fisher shall list all equipment available for use in the program such that it is clear they meet the minimum requirements of Section 20.5.6 & 20.5.7.

30.6.4 Technical Approach

A proposing fisher shall describe in detail their technical approach to this project. Successful applicants shall provide supporting documentation of their solution, including a description of experimental gears and/or fishing methods to be used and preferred locations to be fished.

30.6.4.1 Technical Approach – Years of Experience with Proposed Method

A proposing fisher shall state the number of years of experience they have with the gear and methods proposed and shall state the results of using the gear and/or methods.

30.6.4.2 Technical Approach – Equipment Status

A proposing fisher shall have and possess all components of their experimental gears prior to requesting testing dates. The applicant shall state if 1) they currently possess all the gear required for their proposed method, 2) they do not currently possess all the gear, but they will possess such gear prior to their admission in the program, or 3) they have access to the gear. Please provide an itemized list of gears in possession pertinent to the proposal at the time of proposal.

30.6.4.3 Technical Approach – Help KDFWR to Achieve Mission

A proposing fisher shall explain how their proposal shall help KDFWR to achieve its mission of reducing the number of invasive carp in Kentucky waters. The proposal shall describe the efficacy of the proposed gear/method and how that will achieve a reasonable level of success. See Section 10.1 for background information and Section 20.5 for additional details.

30.6.4.4 **Technical Approach – Provide Personnel**

A proposing fisher shall provide all the manpower required to conduct equipment testing and shall describe personnel needs for testing and their plans to fulfill the need.

30.6.4.5 **Technical Approach – Testing Schedules**

A proposing fisher shall confirm that testing schedules will be agreed to and confirmed in writing by KDFWR and shall confirm a willingness to be flexible when making such schedules with KDFWR.

30.6.4.6 **Technical Approach – Provide Information to KDFWR**

A proposing fisher shall confirm and commit that they will provide KDFWR staff with all pertinent information concerning equipment deployed.

30.6.4.7 **Technical Approach – Disposal of Fish**

A proposing fisher shall confirm they will be responsible for legally disposing of all harvested fish and will be allowed to sell the fish to the buyer of their choice.

30.6.4.8 **Cost Proposal**

A cost proposal is not applicable. Selected fishers will work with KDFWR to evaluate experimental fishing gear and methods for possible future implementation. While invasive carp harvested through this experimental gear program will be eligible for the subsidy that is available to all commercial fishers participating in the invasive carp harvest program, no additional payments will be made for participation in this Experimental Commercial Fishing Methods program.

SECTION 40 – PROPOSAL EVALUATION

40.1 **Proposal Evaluation**

All proposals must be submitted electronically as one submission to fw.fisheries@ky.gov and received by the submission deadline of 4:30 pm EDT on July 31, 2024.

For any questions regarding this program or the program proposal guidelines, you may contact Joshua Tompkins at joshua.tompkins@ky.gov or 270-226-4192.

The KDFWR shall conduct a comprehensive, fair, and impartial evaluation of all proposals. The KDFWR may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. The KDFWR reserves the right to reject any or all proposals.

The intent is to select three commercial fishers to participate in the Tier 1 program from those entities presenting viable proposals. Responses (proposals) will be received and evaluated for award following the closing date for applications. Once

three (3) commercial fishers have been selected, the Request for Program Proposals will be closed. If (3) commercial fishers are not selected, the Request for Program Proposals may be republished. Additionally, if a selected commercial fisher advances to Tier 2, the Request for Program Proposals may be republished.

Each proposing fisher is responsible for submitting all relevant information with their offer to enable the evaluator(s) to afford each proposing fisher the maximum score based entirely on the data submitted by the proposing fisher.

The Commonwealth shall evaluate the proposals by assigning scores as indicated.

40.2 Technical Proposal Evaluation

Refer to Section 30.6 for details about information to be provided for evaluation. The maximum total score is 100 points. Proposals that fail any mandatory criteria or with a technical score less than 60% of the maximum possible points will not be considered for award. A proposal’s technical score is the combined total points of all scored criteria in the technical proposal portion of an evaluation.

In addition, all proposals must meet the minimum requirements listed in Section 20.6 to be considered responsive and eligible for consideration.

See tables below for a summary of scoring.

Mandatory Criteria	
Valid Commercial Fishing License (Section 20.5.1)	Pass/Fail
Commercial Fishing Experience (Section 20.5.2 and 20.5.3)	Pass/Fail
Valid Boat Registration from State of Residence (Section 20.5.4)	Pass/Fail
Mandatory Equipment (Section 20.5.6. and 20.5.7)	Pass/Fail

Scored Criteria	Maximum Possible Points
Company / Individual Background (Section 30.6.2)	25
Technical Approach – Years of Experience with Proposed Method (Section 30.6.3.1)	25
Technical Approach – Equipment Status (Section 30.6.3.2)	25
Technical Approach – Help KDFWR to Achieve Mission (Section 30.6.3.3)	25
Maximum Possible Points	100

SECTION 50 – ATTACHMENTS

ATTACHMENT 1

EXPERIMENTAL COMMERCIAL FISHING METHODS PROGRAM PROPOSAL COVER SHEET

All applicants must complete the following section:

Name _____ Commercial Fishing License # _____

Business Name (if applicable) _____

Mailing Address _____ Telephone # _____

County _____ City _____ State _____ Zip _____

Email address _____

Entry into Tier I of the Experimental Commercial Fishing Methods Program is competitive and there are a limited number of participants at any one time. The information provided in this Request for Program Proposals will be compared to the scoring criteria to rank applicants. Please carefully follow the directions in the Request for Program Proposals and include all requested information in your response.

Applicants will be notified at the above contact information if selected for the program.

DO NOT REMIT ANY FUNDS WITH THIS APPLICATION! There is currently no cost for this program.

SUBMISSION OF FALSE INFORMATION IN THIS APPLICATION SHALL BE GROUNDS FOR DISQUALIFICATION FROM CONSIDERATION FOR THE EXPERIMENTAL COMMERCIAL FISHING METHODS PROGRAM. APPLICANTS MUST ATTEST THAT THE INFORMATION PROVIDED IS TRUE AND ACCURATE AT THE TIME OF SUBMISSION BY SIGNING AND DATING THE APPLICATION BELOW.

I hereby attest all information in this application is true and accurate at the time of submission.

Applicant's Signature _____ **Date** _____

Send this completed cover sheet and the rest of your Program Proposal as one submission to the fw.fisheries@ky.gov by the submission deadline of 4:30 pm EDT on July 31, 2024: