



REQUEST FOR PROPOSALS

Alaska Fisheries Catch Accounting System II

**ISSUE DATE:
FEBRUARY 19, 2013**

**DEADLINE FOR SUBMISSIONS:
MARCH 8, 2013**

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SECTION 1: REQUEST FOR PROPOSALS (RFP) TIMELINE

ALASKA FISHERIES CATCH ACCOUNTING II

Request for Proposal (RFP) issued and distributed: February 19, 2013

Deadline for notification of intent to respond: February 28, 2013

- Please notify PSMFC if your firm intends to respond to this RFP. Your notification should be sent via email to MArredondo@PSMFC.org
- After this date, proposals will not be accepted from vendors who did not express intent.

Deadline for written questions regarding this RFP: February 28, 2013

- Please email question to MArredondo@PSMFC.org

Responses to written questions available on PSMFC RFP page: March 4, 2013

- Responses to all questions will be provided to all participating parties.

Proposal submission deadline: March 8, 2013

- Only e-mailed proposals will be accepted. Submit proposals to: MArredondo@psmfc.org
- Faxed and hard copy proposals will not be accepted.

Proposal Review: March 11-15, 2013

Project Finalists Selected: March 15, 2013

Section 2: STATEMENT OF WORK

2.1 Description

Introduction

Pacific States Marine Fisheries Commission (PSMFC) seeks a contractor to develop a new version of the Catch Accounting System (CAS II) for the National Marine Fisheries Service (NMFS) Alaska Region (AKR). In consultation with AKR staff, the contractor will perform all related duties pertaining to the development effort, including project management, design, development, testing, implementation, and documentation of the new system.

Background

The Alaska fisheries Catch Accounting System (CAS) was developed in 2002 for purposes of in-season management of groundfish fisheries in the Bering Sea/Aleutian Islands (BSAI) and Gulf of Alaska (GOA). Each year, the Annual Specifications tables identify the total allocated catch (i.e. quotas) for each groundfish fishery and “accounts” are created to match these tables. The CAS uses a combination of observer data, dealer landing reports, and at-sea production reports to track catch and debit it from the appropriate accounts. The system allows catch reporting from multiple data sources without duplication and estimates prohibited species catch and at-sea discards.

The Alaska CAS consists of the following primary components:

- External interfaces that extract, transform, and load various data for use by CAS:
 - Observer Interface to extract observer haul, offload, and species composition data from the Alaska Fisheries Science Center (AFSC) observer program database in Seattle
 - Vessel Monitoring System (VMS) interface to extract vessel position data from the national VMS data warehouse
 - E-Landings interface to extract landing reports and at-sea production reports from the Interagency Electronic Reporting System (IERS)
- CAS Primary System
 - Determines data sources to use
 - Identifies amount of retained and discarded groundfish reported through the external interfaces
 - Estimates non-reported discarded groundfish, prohibited species catch, and non-target catches based on reported information
 - Generates transactions for all reported and estimated catches
 - Posts transactions to appropriate accounts
- CAS outputs
 - Catch Accounting Reports (CAR) used by AKR in-season management and industry
 - Ad hoc query on transaction and account tables or views by AKR fishery management specialists
 - Database push to Alaska Fisheries Information Network (AKFIN)
 - Database link to AFSC
 - Input into Observer Fee Restructuring Program billing system

The CAS is a highly complex system driven by the regulations behind various fishery management programs and has evolved over time along with the regulations. These added complexities, along with an architecture built on outdated technology, have led to a system that has become difficult to

maintain, test, and support. Other deficiencies such as performance degradation and inability to audit data changes have also emerged in recent years. The primary objective of this project is to improve these deficiencies. The details of the problem statement can be found in Appendix A.

2.2 Funded Activity (Scope of Work)

The scope of the work will be 1) the development and implementation of the new version of CAS Primary System, 2) modification of outputs such as CARs which are written in BIRT, 3) outreach effort for changes required to downstream systems, and 4) development of new estimation audit capability. In consultation with AKR staff, the contractor will perform all related duties pertaining to this effort, including project management, design, development, testing, implementation, and documentation of the new system.

The CAS is an Oracle database application. The bulk of the programming logic in the system is comprised of PL/SQL code organized into a collection of database packages. Sub-system interfaces are simulated using materialized views and packaged PL/SQL code. A significant amount of additional functionality is implemented in database triggers on tables and views. The contractor will rewrite the PL/SQL programming logic using Java and redesign the application to address the problem statement identified in Appendix A.

The CAS II will require changes to the existing Oracle database design. The creation of new tables to replace some of the existing tables; such as those that store accounts, transactions, and other data; will impact other systems and users of CAS data. The contractor will make changes to views, reports, and other programs that need to point to the new tables. Work by the contractor will help ensure all downstream systems are switched to CAS II. The contractor will also develop a new feature in CAS II that will allow in-season management to track changes in rates and estimates of prohibited species catches, discards, and non-target species. See section on Auditability in Appendix A.

Project Tasks and Deliverables:

The project will begin at time of award and continue through final acceptance, no later than June 1, 2014. The work on CAS II should be accomplished in four tasks. Each task will serve as a milestone for project review. Each task has a specific set of deliverables to be reviewed as acceptance criteria. Acceptance of each task's deliverables by PSMFC is required before work begins on subsequent task.

The cost for each task should be specified separately in the proposal. In addition, all tasks except for Task III have a delivery incentive for early delivery. If the early delivery deadline is met an incentive of 15% will be paid to the contractor. In no case will the total price of the contract, including the incentives, exceed \$500,000.

Task I – Oracle Database Development

Full price deadline: 2 months after award

15% delivery bonus deadline: 6 weeks after award

Description: Data modeling, migration scripting, impact analysis, and outreach

Deliverables: Database changes, with rollout and data migration scripts

Task II – Java Development and Testing

Full price deadline: 6 months after acceptance of Task I

15% delivery bonus deadline: 5 months after acceptance of Task I

Description: Develop Java processes, prepare modified CARs, build new estimation audit reports, test Java batch processes, test migration scripts, etc.

Deliverables:

- All Java code, with Javadocs, checked into NMFS AKR source control
- Build files and scripts checked into NMFS AKR source control
- BIRT versions of CARs that make use of the new system, checked into NMFS AKR source control

Task III – Completion of Parallel Execution

Full price deadline: 6 months after acceptance of Task II

15% delivery bonus deadline: not applicable

Description: Deploy new system, User Acceptance Testing (UAT), updates to impacted systems, and performance verification and validation

Deliverables: Performance comparisons between new and old systems, documentation on impacted systems and the updates that were performed

Task IV – Decommission of CAS

Deadline: 2 months after the acceptance of Task III

15 % delivery bonus deadline: 1 month after the acceptance of Task III

Description: Disable user access to old system, disable all processes replaced by new system, documentation of new system in Confluence

Deliverables: Documentation of system access and processes that have been disabled, all documentation updated in Confluence

The final deliverable will be a system that provides all of the capabilities of the existing CAS with the improvements that addresses the issues identified in the problem statement (Appendix A). All related code, documentation, and work products are government property, including:

- All database changes in production database, rollout scripts, and data migration scripts
- All Java code, with Javadocs, checked into NMFS AKR source control
- Build files and scripts checked into NMFS AKR source control
- BIRT report versions that make use of the new system
- All documentation updated in Confluence

Monthly Progress Reports:

The contractor will provide monthly progress reports with summary of activities completed under each task, estimated deadline for completion of the task, and any concerns or issues that need to be addressed.

2.3. Travel

The project will require travel of 3-4 trips per month to the Alaska Regional Office in Juneau, Alaska. Each trip is expected to be 1-2 nights.

Work Location:

The contractor will be required to work on-site in Juneau about 10 days per month to collaborate with NMFS developers. Workspace will be provided in the Juneau Federal Building in Alaska for the duration of the contract. NMFS will also provide the following:

- Documents and access to systems as required to accomplishing the goals and tasks of this contract
- Hardware for CAS test and production servers
- Conference room and whiteboards

The contractor must furnish development workstations. For off-site work, VPN connectivity to NMFS AKR network will be made available, and is done through a single terminal server that the developer must Remote Desktop into. Direct access to NMFS AKR systems (e.g. servers, databases, network drives, etc.) from contractor development workstations requires being on-site in Juneau.

2.4 Contractor Qualifications

The contractor must have 6-8 years of demonstrated experience in the development and maintenance of catch estimation and catch accounting systems and preference will be given to contractors that can demonstrate this experience for fisheries data in Alaska. The contractor must also exhibit a proven record of intimate knowledge of database and system design necessary to support development and implementation of a catch accounting system for fisheries data. The contractor must be available on-site in Juneau about 10 days per month to work with the Juneau-based agencies to develop system requirements, perform development tasks, and complete user acceptance testing.

The contractor must also possess 6-8 years of demonstrated software engineering experience and expertise in the following technologies: Windows, Linux, Oracle, PL/SQL, Java, Hibernate, Eclipse, Ant, and BIRT.

2.5 Proposal Evaluation Criteria

Please provide a resume for each person proposed to work on this project and an explanation of the roles and responsibilities anticipated for each person listed. Please provide the total cost for completing this project and a breakdown of the costs by task.

All proposals will be evaluated and scored using the following criteria:

Experience (40%): Proposers will be scored on their specialized recent experience and demonstrated competence of the firm and staff in developing Alaska fisheries catch accounting systems. Particular emphasis will be placed on projects that involve complex fishery business rules, multiple reporting capabilities, and specific experience and ability to:

Subfactor A: Demonstrate expertise in fishery catch estimation and catch accounting software engineering using Oracle PL/SQL database programs and Java applications. Preference will be given to demonstrated experience with Alaska fisheries.

Subfactor B: Demonstrate knowledge of North Pacific fisheries regulations, commercial catch reporting requirements and reporting methods, and reporting codes pertinent to NMFS, State of Alaska and International Pacific Halibut Commission (IPHC).

Subfactor C: Work with database structures and data requirements on projects related to fishery Management. Preference will be given to experience with North Pacific fishery management of groundfish and prohibited species.

Past Performance (20%): Proposers will be scored on their past performance in working on fisheries catch accounting projects. Please provide a description of these projects as well as contact information for project owners.

Management Approach (20%): The ability to demonstrate an understanding and managerial approach of the project concept and scope of work. This includes the offeror's technical approach towards fulfilling contract/task order requirements and the ability to provide the appropriate personnel levels and skill mixes as required under this solicitation.

Cost (20%): Proposers will be scored on the basis of the cost estimates provided in their proposal.

Appendix A. Problem Statement

The CAS is an Oracle database application. The bulk of the programming logic in the system is comprised of PL/SQL code organized into a collection of database packages. Sub-system interfaces are simulated using materialized views and packaged PL/SQL code. A significant amount of additional functionality is implemented in database triggers on tables and views. A concerted attempt was made by system designers to use features of the Oracle database and established patterns for database development popular at the time to simulate object-oriented programming techniques to provide some degree of business logic encapsulation. These techniques include the use of package APIs and table APIs. However, the system is still essentially comprised of a collection of data-driven batch programs. Since the data itself is the driver, all values that impact system behavior are effectively global, and true encapsulation of business logic is impossible. This basic architectural fact is the source of most of the difficulties associated with changing and testing changes to system behavior in response to new regulatory requirements. The primary issues that contribute to the current difficulty and cost of maintaining the CAS all fall under one of the following categories:

- Maintainability
- Testability
- Performance
- Auditability
- Support

Maintainability

The highest priority issue driving the desire to consider architectural changes to CAS is the disproportionate degree of difficulty (and corresponding amount of time) associated with making changes to the system in response to regulatory changes. Significant regulatory changes, such as the introduction of the Amendment 80 and Rockfish management programs, the Pacific cod sector split, and new salmon bycatch census requirements for the BSAI Pollock fishery, each required at least a full calendar year to implement successfully and consumed a significant amount of staff and contractor time to make the changes. The causes of these difficulties include system complexity resulting from the data-driven nature of the system itself; the need to preserve backwards compatibility of the catch accounting logic in a multi-year system; test data setup costs associated with testing new features; and limitations of the programming environment including the lack of integrated source code version control, limited debugging facilities, and missing productivity features in the development environment (useful auto-completion, on-demand code compilation, code templates, etc.).

In addition to taking a long time to implement new changes, it is also very challenging and time consuming to train new developers to the point that they are considered proficient on the system. Important business logic is spread throughout the system in a complex network of packages, views, and triggers. A number of obsolete objects and code blocks remain in the system in the interest of backwards compatibility making it difficult to navigate for the expert and difficult to understand for the novice. Staff and contractors alike report anecdotally that it takes at least a year of regular involvement in CAS maintenance projects before they begin to feel comfortable with the system. In addition, the use of PL/SQL as a primary programming language is waning in popularity and it is becoming increasingly difficult to find developers with the skill set needed to readily step into working on CAS maintenance tasks. Finally, just the process of creating the database records representing the new years' accounts is a time consuming, manual, and error prone process.

Testability

Difficulties with testing are a key contributor to the cost of maintenance on the system. Every major change to the system requires extensive unit testing, system testing, and regression testing to verify that the new code behaves as designed in new data contexts and performs as before in historical data contexts. In order for unit tests to be practical tools for guarding against regressions, a testing framework should exist where new tests can easily be coded and added to the test set. The test set contains a battery of tests that over time grow to collectively express all of the business requirements of the system. To be useful, this test set must be able to be automatically executed on demand. Although several attempts have been made in the past to set up such a unit testing framework, these have all been aborted. The reason for the difficulty is that all the PL/SQL code in the system is dependent on an array of Core tables and Report tables that are too complicated to automatically tear down and rebuild. One reason for this difficulty is the heavy reliance on database triggers to implement business logic and protect referential integrity. These triggers interfere with database utilities that might otherwise be used for database setup routines such as db_diff or db_unit.

Because of the difficulties in setting up a unit testing framework, other strategies have been used to perform regression testing. These are also tedious and time-consuming to set up. They typically involve obtaining a full refresh of the entire AKFISH database into a separate virtual machine (VM), saving off a baseline set of data that should be immune from pending system changes, executing the batch processes containing the new functionality, and then comparing new data states with the baseline sets. The current batch processes that make up CAS can take over 24 hours to complete in a typical VM instance. This means the test-feedback-remediate-retest cycle can take many days and often weeks of calendar time to complete for any major system rollout.

The available tools for testing and debugging during development are also limited in the Oracle database environment. Although Oracle has a debugger, using it can be dangerous in a multi-user environment. In practice, the Oracle debugger commonly causes the development environment (SQL Navigator, SQL Developer, TOAD) to lock up or crash which may require DBA support to kill user processes in order to recover. The unreliability of the Oracle debugger in the AKR environment has encouraged developers to stick to sprinkling code with calls to dbms_output.put_line which provide a very crude and slow means of stepping through code. These lines must be commented out before rolling code to production, which is error prone.

Related to testing is the concept of simulation runs. Many of the estimation procedures represent statistical approaches that the Sustainable Fisheries (SF) division would like to change, or at least evaluate against other statistical methods in order to determine the potential effects of changes on account balances. For the same reasons that the system is difficult to test for developers, it is also too complex to support this type of simulation easily.

Finally, in an ideal environment, it should be possible for non-developers to construct test data, execute tests in a test environment, and evaluate results without developer support. This would relieve developers of what is currently an extremely large time burden associated with testing.

Performance

Some performance issues are also driving the need to consider re-architecting parts of the system. The time to run the nightly batch processes has increased to the point that it has taken more than 12 hours to complete the process in the production environment under certain circumstances. This has caused certain processes that are assumed to be sequential to “step on” each other leading to potentially inconsistent results. For example, if the running of the CAR summary reports begins before the

Prohibited Species Catch-Non-Quota (PSCNQ) process has completed, the published account totals will be incorrect. Significant effort has been put into tuning the batch procedures, but this in itself represents an additional cost of maintaining the system.

Improving access to near real-time information is another issue related to performance. The eLandings import processes and the observer haul import process all retrieve data periodically throughout the day in near real time. But, because the discard estimation and account posting processes only execute once a day in the middle of the night, information reporting to system users and industry is only refreshed on a daily basis. If possible, tying the estimation and account determination functions more closely to the report refresh processes would result in more timely updates to account balances. SF would also like the ability to generate industry catch reports (CARs) more frequently than once a week. The current constraint resulting in this frequency for CAR generation is the reliance of catch estimation routines on weekly aggregation of catch data based on week end date.

The Observer haul import process currently relies upon two materialized views to calculate splits of Shortraker and Rougheye Rockfish and Kamchatka and Arrowtooth Flounder. These views are currently refreshed on each execution and consume most of the time associated with the process (over an hour depending on the volume of data). This currently limits the system's ability to refresh observer data in near real time. Access to VMS data is also reported to be slow.

While there are some perceived performance issues with the system today, it is also recognized that the related processes have undergone significant tuning efforts already to take advantage of database strategies for data aggregation. Any re-architecture effort must be careful not to exchange the performance gains afforded by the database for maintainability provided by an object-oriented programming language.

Auditability

Being able to view an audit trail of the sources of changes to account balances is an important requirement for in-season managers. The system is currently not capable of tracking changes in rates and estimates of prohibited species catches, discards, and non-target species. The ability to track these changes in estimates is desired by in-season management. The ability to store previous versions of Observer haul data was added in a recent overhaul of the Observer haul import process. While this capability is now available for Observer haul data, it comes at the cost of a trade-off in performance. The re-architecture effort should endeavor to add auditability of changes in calculated rates and estimates while avoiding undue performance hits. It should also address the performance issues currently associated with storing multiple versions of Observer hauls in a single table.

Support

System logging is another area where improvement can be made. Currently, the batch processes in CAS all log to separate sets of log and exception tables. Consolidation of the logging approach may lead to efficiencies in log management and error investigation. Logging to the database is convenient in a data-driven system, but is also somewhat inflexible since log tables must be modified to add new types of information to the log. Consideration should be given to logging outside of the database.

SECTION 3: INSTRUCTIONS, CONDITIONS, AND NOTICES TO PROPOSERS

3.1 QUESTIONS

Questions regarding this RFP shall be submitted in writing no later than February 28, 2013 to:

Michael Arredondo
205 SE Spokane Street, Suite 100
Portland, OR 97202
Email: marredondo@psmfc.org

3.2 NOTICE OF INTENT

If your organization is interested in submitting a proposal, please send an email by February 28, 2013 to marredondo@psmfc.org, notifying PSMFC of your intent to submit a proposal. Your “reply to” address will be added to an email list to notify you of any modification to this RFP.

3.3 AMENDMENTS TO SOLICITATIONS

If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Proposers shall acknowledge receipt of any amendment to this solicitation in Proposer’s cover letter.

3.4 SPECIAL CONDITIONS

Preference will be given to companies with locations in our five member states: California, Oregon, Washington, Idaho, and Alaska.

IT Security Requirements:

1. Contractors must be United States citizens.
2. Contractors must successfully complete all required DOC and NOAA IT security training.
3. All Contractor (and sub-Contractor) personnel proposed to be employed under contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas, or to obtain access to a Department of Commerce IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the Contractor.

3.5 SUBMISSION, MODIFICATION REVISION, AND WITHDRAWAL OF PROPOSALS

3.5.1 Deadline for proposals is March 8, 2013

3.5.2 Proposals by electronic copy must be submitted to:

Attn: Michael Arredondo
Email: marredondo@psmfc.org

3.5.3 Proposals and modifications to proposals may be submitted via electronic copy in PDF or MS Word format.

3.5.4 PSMFC reserves the right to consult with and to consider information from its own sources, including information from state and federal agencies regarding the proposer's prior performance or the status of outstanding investigations or warrants involving the proposer.

3.5.5 Proposers are responsible for submitting proposals, and any modification of revisions, so as to reach PSMFC by 4:00 p.m., local time, on March 8, 2013.

3.5.6 Late proposals

3.5.6.1 Any proposal, modification, or revision at the PSMFC office designated in the solicitation after the exact time specified for receipt to offers is "late" and will not be considered unless it is received before award is made, the PSMFC Fiscal Manager determines that accepting the late offer would not unduly delay the acquisition; and

3.5.6.2 There is acceptable evidence to establish that it was received at the PSMFC installation designation for receipt of offers and was under the PSMFC's control prior to the time set for receipt to offers; or

3.5.6.3 It is the only proposal received.

3.5.6.4 However, a late modification of an otherwise successful proposal that makes its terms more favorable to the PSMFC, will be considered at any time it is received and may be accepted.

3.5.6.5 Acceptable evidence to establish time of receipt at the PSMFC installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of PSMFC personnel.

3.5.6.6 If an emergency or unanticipated event interrupts normal PSMFC processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent PSMFC requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal PSMFC processes resume.

3.5.6.7 Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offer or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

3.5.7 Proposers shall submit proposals in response to this solicitation in English and in U.S. dollars.

3.5.8 Proposers may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

3.5.9 Proposers may submit revised proposals only if requested or allowed by PSMFC.

3.5.10 Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Fiscal Manager.

3.5.11 Each Proposal must state that it is a firm offer which may be accepted within a period of ninety (90) days. Although the contract is expected to be awarded prior to that time, the ninety day period is requested in order to allow for unforeseeable delays.

3.5.12 Proposer shall submit the name, address, and telephone number of the person(s) with the authority to bind the firm, as well as to answer questions or provide clarification concerning the firm's proposal.

3.5.13 PSMFC is not liable for any costs incurred by vendors/contractors in developing or submitting their response to this RFP.

3.6 CONTRACT AWARD

3.6.1 All qualified proposals will be evaluated and an award will be made to the firm whose combination of cost and technical offers is deemed to be in the best interest of PSMFC.

3.6.2 The PSMFC may reject any or all of the proposals if such action is in the PSMFC's interest.

3.6.3 The PSMFC may waive informalities and minor irregularities in proposals received.

3.6.4 The PSMFC reserves the right to make an award on any item for a quantity less than a quantity offered, at the unit cost or price offered, unless the offer specifies otherwise in the proposal.

3.6.5 The PSMFC reserves the right to make multiple awards if, after considering the additional administrative cost, it is in the PSMFC's best interest to do so.

3.6.6 Exchanges with proposers after receipt of a proposal do not constitute a rejection or counteroffer by the PSMFC.

3.6.7 The PSMFC may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced prices exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the PSMFC Fiscal Manager determines that the lack of balances poses an unacceptable risk to the PSMFC.

3.6.8 If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

3.6.9 The PSMFC may disclose the following information in post award debriefings to other proposers:

3.6.9.1 The overall evaluated cost of price and technical rating of the successful proposer;

3.6.9.2 The overall ranking of all proposers, when any ranking was developed by the agency during source selection; and

3.6.9.3 A summary of the rationale for award.

3.7 SPECIAL CONTRACT AWARD REQUIREMENTS

3.7.1 Conflict of Interest

The Proposer warrants that, to the best of the Proposer's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in the Federal Acquisition Regulations (FAR) Subpart 9.5, or that the Proposer has disclosed all such relevant information.

The Proposer agrees that if an actual or potential organizational conflict of interest is discovered after award, the Proposer will make full disclosure in writing to the PSMFC Fiscal Manager. This disclosure shall include a description of actions that the Proposer has taken or proposes to take, after consultation with the PSMFC Fiscal Manager, to avoid, mitigate, or neutralize the actual or potential conflict.

Remedies – The PSMFC Fiscal Manager may terminate the contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Proposer was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the PSMFC Fiscal Manager, PSMFC may terminate the contract for default, debar the Proposer from PSMFC contracting, or pursue such other remedies as may be permitted by law.

The Proposer further agrees to insert provisions that shall conform substantially to the language of this clause, including this paragraph, in any subcontract, personnel agreement, or consultant agreement hereunder.

3.7.2 Indemnification

Contractor shall indemnify and hold harmless PSMFC and its officers, agents, employees, boards and commissions, against any and all loss, damages, liability, claims, suits, costs and expense whatsoever, including reasonable attorney's fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Proposer's negligent performance of services provided or work conducted as a result of this RFP.

3.7.3 Insurance

Minimum Coverages Required. The Contractor selected for this project will be required to present evidence to show, at a minimum, the amounts of insurance coverage indicated below. Contractor is also responsible for any Subcontractors maintaining sufficient limits of the same coverage required by Contractor and the Contractor is responsible for collecting Certificates of subcontractors, as per below:

- Workers' Compensation and Employer's Liability –All employers, including Contractor, that employ subject workers who work under this contract shall comply with State Worker's Compensation laws applicable to the State where the work is performed. Contractor shall ensure that each of its sub-contractors complies with these requirements. Not required for sole proprietors.
- Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$ 500,000. Use of personal automobile insurance instead of commercial business automobile insurance may be substituted for sole proprietorships. Note: The sole proprietor must either carry a Business Use Endorsement or insure that business use is covered under their personal auto policy.

Subrogation Waiver Provision. Contractor agrees that in the event of loss due to any of the perils for which Contractor is required to provide or perils insured under State Act Workers' Compensation or Commercial Business Automobile Liability Insurance, Contractor shall look solely to its insurance for recovery. Contractor shall hereby grant to PSMFC, its officers, agents, employees, boards, commissions, on behalf of any insurer providing Business Auto Liability, State Act Workers' Compensation, or equivalent Policy coverage to either Contractor or PSMFC with respects to the services of Contractor herein, a waiver of any right to subrogate which any such insurer of said contractor may acquire against PSMFC, its officers, agents, employees, boards, and commissions by virtue of the payment of any loss under such insurances.

Evidence of Insurance Provision. Before the final execution of this contract, Contractor and any Subcontractors shall produce a standard Accord form Certificates of Insurance with Insurance Carriers acceptable to the PSMFC, evidencing all required insurances. The Certificate shall also comply with the Additional Insured Provision, Subrogation Waiver Provision and forward actual endorsements from the Contractor's insurance carriers evidencing required coverage amendments.

Renewal/Cancellation. The respective Insurance Carriers and the Certificate of Insurance shall allow for a minimum of 30 day written notice of cancellation, nonrenewal or reduction of required coverages before the expiration date thereof and the Certificate shall delete the word(s) "endeavor" and the last two lines of a standard Accord Certificate ("But failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives"). Renewal Certificates evidencing the same shall be received 10 days prior to the expiration of the coverages so evidenced. The Certificate evidencing all requirements herein and any reduction of required coverages or cancellation shall be sent to PSMFC Attn: Rick

Masters, 205 SE Spokane Suite 100, Portland, OR 97202. Upon request, Contractor shall furnish PSMFC or the appointed Broker the same evidence of insurance for its subcontractors as PSMFC requires of the Contractor.

Approval of the insurances evidenced or the Accord Certificate by PSMFC shall not relieve or decrease the extent to which the Contractor or subcontractor of any tier may be held responsible for payment or any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy irrespective of no Certificates Filed, expired Certificates, Approved Certificates or for any reason whatsoever.

Sufficiency of Insurance. The insurance limits or coverages required by PSMFC are not represented as being sufficient to fully protect the Contractor. Contractor is advised and responsible to determine its own adequate coverage or limits for the Contractor/subcontractor.

Qualifications. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of the exposure. All insurance companies shall have a current A.M. Best Rating not less than "A-" and shall be satisfactory to PSMFC.

Modify Insurance Requirements. PSMFC reserves the option, at any time, to require additional Insurance to be provided by Contractor or subcontractor or to otherwise revise the requirements for provided insurance. Any such action shall be deemed a directed change entitling the Contractor/Subcontractor to an increase for the costs incurred due to such change. Contractor/Subcontractor shall provide all such information or records as may be required or helpful in determining additional costs.

If Contractor cannot meet the insurance terms/condition herein, would like to exclude the insurance costs from their bid, and would like to employ the use of direct brokerage services, Contractor may request PSMFC to assign an insurance broker that is ready to meet the insurance requirements herein. The appointment of an insurance broker shall not relieve Contractor of any duties or liabilities under the contract.