



REQUEST FOR PROPOSALS

**RECFIN DATABASE MS-SQL MIGRATION/TRANSITION DATA
TOOLS DEVELOPMENT**

**ISSUE DATE:
April 13, 2015**

**DEADLINE FOR SUBMISSIONS:
May 11, 2015**

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SECTION 1: PROPOSED REQUEST FOR PROPOSALS (RFP) SCHEDULE

RECFIN DATABASE MS-SQL MIGRATION DATA TOOLS DEVELOPMENT

April 13, 2015 Requests for Proposals (RFP) distributed and posted at:
<http://www.psmfc.org/procurements/blog>

April 24, 2015 Deadline to submit written questions on RFP

Notice of Intent and written questions should be directed to:

Michael Arredondo
205 SE Spokane Street, Suite 100
Portland, OR 97202
Email: marredondo@psmfc.org
Fax: (503) 595 – 3444

April 29, 2015 Answers to written questions posted on PSFMFC website:
<http://www.psmfc.org/procurements/blog>

May 11, 2015 Deadline for proposals

One (1) electronic copy to:

Michael Arredondo
205 SE Spokane Street, Suite 100
Portland, OR 97202
Email: marredondo@psmfc.org
Phone: (503) 595 – 3100
Fax: (503) 595 – 3444

Tentative Schedule:

May 18, 2015 Start Interviews with Top Proposers

May 27, 2015 Select Contractor

SECTION 2: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

2.1 PURPOSE

It is the intent of this Request for Proposals (RFP) and resulting contract to establish an agreement for the professional services of a Microsoft SQL/Visual Studio developer to assist in our transition to a MS-SQL database by developing the tools for users to access RecFIN data to run query reports, download data for analysis and upload state data updates through a website interface utilizing SQL Server Reporting Services (SSRS) or a similar, compatible reporting package. Currently the data is stored in a

series of SAS files. The tools to interact with the data are in need of a modernized update to make them more intuitive and flexible enough to allow users to get exactly what they need in a timely manner. The data structure of the supporting Microsoft SQL database will be in place to work with at the onset of this contract.

2.2 BACKGROUND

RecFIN, the Recreational Fisheries Information Network is a program of the Pacific States Marine Fisheries Commission.

Established in 1992, the Pacific Coast Recreational Fisheries Information Network is designed to integrate state and federal marine recreational fishery sampling efforts into a single database to provide important biological, social, and economic data for Pacific coast state and federal fishery biologists, fishery managers and recreational anglers.

The three Interstate Marine Fishery Commissions are critical to managing and conserving our shared coastal fisheries within the first three miles of the nation's coastline. The Commissions were formed as interstate compacts by the coastal states of the Atlantic, Pacific and Gulf of Mexico and chartered by the United States Congress in recognition that "fish do not adhere to political boundaries." The Commissions serve as a deliberative body, coordinating the conservation and management of the states shared near-shore fishery resources – marine, shell, and anadromous – for sustainable use.

To that effect, each of the West coast states randomly samples recreational anglers at various ocean access points to gather information about their completed fishing trip. Using the aggregated sample data, each state projects statistics for recreational fishing effort and catch. This data is merged into RecFIN, the coast wide recreational statistics database and utilized by fishery management personnel to better inform decision making. In addition, the sample data that each state collects is also stored in the RecFIN database aggregated by all of the states so that fishery statisticians can perform micro analyses that utilize the sample data.

2.3 SCOPE OF WORK

PSMFC/RECFIN will contract with a single firm to provide the services described herein. Proposals shall fully address the scope of work below and include a description of all deliverables and activities.

PSMFC expects to award a contract by May 27, 2015. It is anticipated the contract term shall be for twelve months and will include services to initially design, develop, test and implement a system to allow users to interact with the data in the RecFIN database. The contract may also include options to renew the contract for additional periods of time.

The goal of the RecFIN database transition is to provide users with a state-of-the art suite of query and data access tools that will allow them to quickly access the information they need and understand what is included in the information they obtain. The design must account for potential future expansion, such as collection of data on mobile devices and fed to the SQL database electronically.

RECFIN aims to meet the following high level objectives with the MS-SQL database migration/transition:

- Agile Process - Employ an Agile Development process to get immediate feedback from beta testers, and to design and incorporate additional features as the new system develops
- User Management - Create a more robust user management system so that specific user groups can gain access to particular data components, tools and functionality
- Data/Estimate Queries - Develop state-of-the-art data query and visualization tools to empower fishery managers to quickly assess and analyze the latest catch estimates
- Data/Estimate Downloads - Implement a technological solution to enable users to efficiently download components of the sample data and/or the estimate data
- Metadata – Data that is viewed or downloaded must be fully documented with field descriptions and value descriptions, such that the user has a clear understanding of what the data contains
- Data Upload – Seamless process for uploading monthly data from the states
- Visualization – Addition of stunning, interactive visual data displays to illustrate trends in data and comparisons across reporting groups
- Advanced Data Analysis Tools – Customized, interactive utilities to allow fishery managers to assess current data and impact of potential changes to management scenarios
- Transparency – Whenever possible, the new system should detail the various components of the catch and effort estimation calculations
- User Training/Tutorials-Detailed information to effectively inform the user how to navigate and operate the new system
- Extensibility – Future focused design to allow modifications for future process enhancements based on current development projects
- Data Integration – There is a need to connect information from the RecFIN database with other related databases and reporting entities

The PSMFC is seeking proposals from MS-SQL/Visual Studio developers to analyze, plan, design, build, test, and support such design objectives. The selected firm is expected to provide creative solutions in making the new application more user friendly, efficient and accurate than the current process. The successful respondent must have substantial experience in data application design, development, testing, implementation, and maintenance as well as a proven track record for the consideration of future needs and functionality.

The intent is for the selected firm to incorporate all information in a manner that utilizes consistent design style and layout themes, and to provide a reliable, efficient, interactive, and user-friendly interface to the application.

The ownership, copyrights, maintenance, and editorial control of the application will remain with PSMFC.

2.4 AUDIENCE

The users of the RecFIN application can be defined by three general user groups.

Data User: Typically runs basic data queries on an occasional basis to view results online. Seldom has a need to save the results of a query for additional analysis.

Fishery Manager: Relies upon timely data and frequently downloads data for further analysis. Has a strong need to know what parameters in the data represent. This group does a great deal of analyses on their own. Would like to see data grouped in a manner consistent with management groupings, primarily species and geographic location groupings.

Stock Assessor: Has infrequent need for very specific data, but requirements for data need to align as closely as possible with data they use from other sources. This user group typically works with trend data and needs more detailed documentation of historical sampling practices than what is currently provided.

2.5 TECHNICAL REQUIREMENTS

2.5.1 Overall Design Specifications

The following are design elements that are fundamental to the development of a MS-SQL database and reporting system:

- Database framework is a MS-SQL Server 2012 environment
- Data is currently being migrated to MS-SQL from SAS
- Data model is complete, but can be altered to meet reporting development needs
- Replaces all aspects of the current processes at www.recfin.org
- Different users will need to have access to specific data based on their credentials
- A Development Roadmap has been created to assist RFP responders in development of their proposal. An attachment has been provided with this RFP

2.5.2 Detailed needs

User Management/Secure Log-on:

General public can access the website without a log-in to run queries and download data for the vast majority of the data that is available.

Data that is of a more sensitive nature can only be obtained by having the administrator grant access to specific individuals who have identified themselves through a log-in request. The specific data they can gain access to is largely dependent on the state that they work for and their job role with the state or management entity.

Need to build in functionality to deflect spam user account requests.

Utility for users to save specific settings, favorites, previous work (see “Ability to save user-defined queries” under “Data Queries” below)

Data Queries: (Under “Estimates” and “Sample Data”)

Need to build a more intuitive, “user friendly” design for the query tools, most likely through a combination of self-serve reports and predetermined canned reports

The large number of filtering options need to be presented more concisely. We envision having a cascading series of drop-down menus to narrow down to a particular species or species group. Since a user can filter a query by a number of different data fields, we need an organized, intuitive approach to navigating the filter parameters.

More intuitive “pivot-like” table definition (possibly in a multidimensional cube).

Ability to tabulate multiple measures in columns within a single query (i.e. Number of Fish, Total weight of fish) and also incorporate “calculated” columns (metrics). The current process allows only one measurement variable, hence users must run multiple queries and merge them to get multiple measures into a single table.

Error messages must be more descript and inform the user what action needs to be taken.

Ability to save user-defined queries: Some users have expressed a desire to be able to save the fairly complex query requests that they create as it takes some time to create and they tend to use the same queries repeatedly.

Data/Estimate Downloads: (Under “Estimates” and “Sample Data”)

New/Additional file output options should be made available with emphasis on newer technology that users are familiar with (“R” statistical program, comma separated file (.csv) to import).

Data files should be downloaded in a “relational” format, without requiring the user to merge them.

Irrelevant data fields should not be included in data downloads.

Additional downloading options that are dependent on file types (i.e. Biological records with or without imputed values).

Metadata:

Users need a quick reference to descriptive text that will inform them of what data field names represent (variable labels).

The values within a field that represent something other than their numeric value must be clearly defined and accessible (value labels).

Historical field sampling procedures should be documented to indicate when/where alterations of the sampling design were in effect (either permanently or temporarily) so that the user can account for differences in trends and adjust estimates accordingly if desired. PSMFC will provide the content for this section.

Fishing regulations in various areas over time need to be documented and made available to users so they can interpret catch estimates within the context of current regulations. PSMFC will provide the content for this section.

Data Upload:

To accommodate the new MS-SQL data format, new processes must be built using SQL Server Integration Services (SSIS) to upload the monthly sample and estimate data from each of the states. The process involved must take the data from each state's specific format and convert the fields to the standardized RecFIN format. This involves a great deal of data recoding and reformatting. Currently, all of the states' data are stored in MS Excel files, but throughout this transition one or more of them may be switching to a MS-SQL format. The desired outcome is to have a simplified application to allow the state data manager to easily and intuitively upload their data.

Visualization:

The current RecFIN website lacks any visual displays of data. On the new site, wherever feasible, the user should have an option to display the data visually.

A number of pre-determined graphic displays will be readily available so the user can quickly assess trends, make comparisons and mark progress towards a goal/quota. The majority of these pre-determined displays will require the ability to filter by a number of criteria including, but not limited to: species, year, month, geographic area.

The user should have the ability to save the graphic displays in a format that will enable them to incorporate into an offline data report at some future time.

Advanced Data Analysis Tools:

A number of data analysis tools will be developed over time, possibly utilizing MS Analysis Services. Three such tools will be developed within the context of this project to replace existing functionality on the RecFIN web site. Examples of each can be found at www.recfin.org/sample-data

Angler Bag Frequency Plots and Size Analysis: This is a tool to allow fishery managers to assess how many of a given species each angler catches on a single fishing trip (bag). Upon viewing the distribution of "bags", the analyst can then simulate the decrease in catch estimates if a hypothetical "bag limit" had been in place. The basic operation of this utility will need to be replicated, with the possibility of adding some minor enhancements to make it more intuitive to the user.

Species Calculator and Species Database: This tool is used to calculate a fish weight from the known length of a sampled fish using a regression equation. Conversely, the length can be calculated from the weight as well. Options are available to generate the outcome in various measurement standards. Enhancements to this utility will include an easier interface to define the species (drop-down list) and links to additional information about the calculation (formula used, number of sample observations, recency of sample data).

Length Frequency Plots and Size Analysis: This utility is used to assess trends in the lengths of fish caught over time to determine the general age class of a species at different points in time. This information can be useful to stock assessors who run models to determine the abundance of each species. Feedback from users has determined that a number of enhancements will be required to make this tool truly useful to them.

Transparency: In our user feedback survey, we have learned that many of our users would like to see the calculations used to determine catch estimates. There are many factors that go into the catch estimate calculations, and seeing the magnitude of some of those parameters can provide the user with additional insight into why the estimate might be higher or lower than expected. This will be a wholly new way of looking at the data and will likely include a great deal of discussion with user groups to fully understand their need for additional information. All of the numbers required for this report are available, but may require a substantial amount of data management and manipulation to pull together the required elements.

Extensibility: The interface design expressed in this proposal will retrofit the current design of the RecFIN data collection and catch and effort estimation methodologies. However, the data collection and estimation methodologies are in a constant state of change as the states' and management entities' needs change and technology evolves. The adopted solution needs to be flexible enough to allow for both minor and major changes in any aspect of the process. As an example, we are currently pilot testing an application to collect data on wireless tablet devices. If this approach proves to be successful, it will inherently alter the current data collection and storage processes, and potentially change the way that catch estimates are calculated and reported. Design with an eye to the future will greatly enhance our ability to embrace these new technological undertakings.

Data Integration: Currently there are a number of manual processes in place to download specific subsets of RecFIN data in very specific formats in order to share with other data projects that we work in partnership with. Some of these are in the form of a raw data file, typically a comma-separated (.csv) file, and others are in the form of running results to fill in a report template that some of our partners require on an annual basis. Even though the parameters of these data feeds seldom change over time, the current collection of processes are all extremely tedious. Our desire is to reduce or eliminate the effort required to produce the output for these data feeds by building in processes to fill these specific needs.

2.5.4 Timing/ User Acceptance Testing and Implementation

- The majority of time will be spent on the initial design, development and in-house testing using an iterative agile development process
- The initial development stages will focus on replication of the current RecFIN system with enhancements as required from the user feedback obtained through our user survey.
- Latter development stages will focus on the “value added” functionality that users have expressed an interest in or a need for which has emerged from the user survey.
- Once each of the major development stages has been completed, a group of beta users will gain access to test the new system and provide feedback accordingly. If their feedback requires modifications, changes will be made incrementally and beta tested again until the beta group is satisfied with the end result.
- After beta testing and refinement, each major development stage will be released to the RecFIN user community.

SECTION 3: INSTRUCTIONS, CONDITIONS, AND NOTICES TO PROPOSERS

3.1 QUESTIONS

Questions regarding this RFP shall be submitted **in writing** no later than April 24, 2015 to:

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

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

None.

3.5 SUBMISSION, MODIFICATION REVISION, AND WITHDRAWAL OF PROPOSALS

3.5.1 Deadline for proposals is May 11, 2015

3.5.2 Proposals by electronic copy must be submitted to:

Attn: Michael Arredondo
205 SE Spokane Street, Suite 100
Portland, OR 97202
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., Pacific Time, on May 11, 2015.

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 by PSMFC includes the time/date record on PSMFC's email server and other documentary evidence of receipt maintained by PSMFC, 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 PROPOSAL FORMAT AND CONTENT

3.6.1 General

Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor's ability to meet the requirements of the work outlined in this RFP.

Proposals may be submitted as an electronic file attached to an email message and sent to marredondo@psmfc.org with the following inserted in the "subject" line of the email: "PSMFC RecFIN Database Migration". Emailed proposals must be received by the specified deadline according to the internal clock of PSMFC's server.

Proposers should use the following outline in organizing the content of their proposals:

3.6.2 Cover Letter

The letter of transmittal shall, at a minimum, contain the following:

- Identification of the Proposer, including business name, address, and telephone number;
- Name, title, address, telephone number, fax number, and email address of a contact person during the period of proposal evaluation;
- A statement that the proposal shall remain valid for a period not fewer than ninety (90) days from the due date of proposals;
- Identification of any information contained in the proposal that the Proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the US Freedom of Information Act. A blanket statement that

all contents of the proposal are confidential or proprietary will not be honored by PSMFC); and

- The signature and typed name of the person authorized to bind the offering firm to the terms of the proposal

3.6.3 Table of Contents

Insert a complete table of contents for material included in the proposal, including page numbers.

3.6.4 Qualifications, Related Experience and References

3.6.4.1 Overview: This section should establish the ability of the Proposer to satisfactorily perform the work described in the Scope of Work (Section 2.3 of this RFP) by reasons of: demonstrated competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; record of meeting schedules and deadlines of other clients; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Information should be furnished for both the Proposer and any subcontractors included in the offer.

3.6.4.2 Furnish background information about your firm, including date of founding, legal form (i.e. sole proprietorship, LLC, corporation/state of incorporation), number and location of offices, principle lines of business, number of employees, day/hours of operation and other pertinent data. Disclose any conditions (e.g. bankruptcy or other financial problems, pending litigation, planned office closures, impending mergers) that may affect the Proposer's ability to perform in accordance with a resulting contract. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state, or local public agency.

3.6.4.3 Describe your firm's most noteworthy qualifications for providing the required services to PSMFC, including years of experience providing like services. Specifically highlight those qualifications that distinguish you from others.

3.6.4.3.1 How many database migrations have you performed? For whom? How many and what types of companies? How many for public agencies, non-profits, etc.? List the URL for any examples you have designed or created.

3.6.4.3.2 What is your experience with MS-SQL development?

3.6.4.3.3 How many database migrations have you performed in which the contracting company takes on responsibility for ongoing management and maintenance?

3.6.4.4 List any other public agencies to which your firm has provided database migration services.

3.6.4.5 Identify at least three (3) former clients that PSMFC may contact as references and who can independently evaluate the Proposer's expertise in this area. Describe the work performed for the client and include the name, job title, address, and phone number of a contact person for each reference.

3.6.4.6 Describe other lines of business in which your firm is engaged.

3.6.4.7 If your organization is a subsidiary or division of a parent firm, provide similar background information on the parent company and identify any other affiliated companies.

3.6.4.8 Disclose any existing or potential conflicts of interest between the scope of work required by PSMFC and your firm's other business activity.

3.6.5 Work Plan / Technical Approach

3.6.5.1 This section should demonstrate the Proposer's understanding of PSMFC's objectives and requirements, demonstrate the proposer's ability to meet those requirements and outline clearly and concisely the plan for accomplishing the specified work.

3.6.5.2 Describe succinctly how your firm would accomplish the work and satisfy PSMFC's objectives as described in this RFP.

3.6.5.2.1 Describe the steps and details of a common implementation plan including a standard timeline for completion.

3.6.5.2.1 Describe your standard scenario for a joint beta testing period.

3.6.6 Cost

3.6.6.1 This section should disclose all charges that will be assessed to PSMFC as a result of the services provided by Proposer.

3.6.6.2 Quote an estimated total fee and total hourly fees for completing all requirements outlined in the Scope of Work.

3.6.6.3 Quote rates for additional, optional consulting hours that may be required for special projects/consulting work.

3.6.6.4 State your preference for how payments should be made (e.g. monthly, quarterly, semi-annually).

3.6.6.5 For all fees listed above, provide quotes for the initial term. The total fees shall include all expenses and costs, including direct labor, supplies, travel, indirect costs and profit.

3.6.7 Exceptions / Deviations

State any exceptions or deviations from the requirements stated in this RFP. If your firm wishes to present alternative approaches to meet PSMFC's work requirements, these should be thoroughly explained.

3.6.8 Appendices

3.6.8.1 Furnish as appendices supporting documents requested in the preceding instructions.

3.6.8.2 Include any additional information you deem essential to proper evaluation of your proposal and which is not solicited in any of the preceding sections.

3.7 PROPOSAL EVALUATION

3.7.1 General. All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to PSMFC. PSMFC expressly reserves the right to reject any and all proposals and make no award under this RFP, or to negotiate separately with competing vendors.

3.7.2 Process. All Proposals received in accordance with these RFP instructions will be reviewed, analyzed, evaluated and scored in accordance with the criteria described below. If needed, additional information may be requested from one or more Proposers. Interviews will be conducted with the top scoring Proposers. Following the initial interview, review will be conducted by PSMFC Staff. Selections will then be made for a second round of interviews.

3.7.3 Request for additional information. During the evaluation period, PSMFC may request additional information in order to fairly evaluate a Proposer's offer. If such information is required, the Proposer will be notified in writing (or by email) and will be permitted a reasonable period of time to respond.

3.7.4 Evaluation Criteria. By use of numerical and narrative scoring techniques, proposals will be evaluated by PSMFC against the factors specified below. The relative weights of the criteria – based on a 100 point scale – are shown in parentheses. Within each evaluation criterion listed, the sub-criteria are those described in Section 3.4, "Proposal Format and Content". The evaluation criteria are:

3.7.4.1 Qualifications, experience, references, and ability to carry out the Scope of Work (30 points);

3.7.4.2 Work Plan/Technical Approach (40 points);

3.7.4.3 Cost (30 points)

3.8 CONTRACT AWARD

3.8.1 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.

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

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

3.8.4 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.

3.8.5 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.

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

3.8.7 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.

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

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

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

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

3.8.9.3 A summary of the rationale for award.

3.9 SPECIAL CONTRACT AWARD REQUIREMENTS

3.9.1 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.

3.9.2 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.

3.9.3 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, General Liability Insurance. Combined single limit per occurrence shall not be less than \$ 500,000.

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 of 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.