



PACIFIC STATES MARINE FISHERIES COMMISSION

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Request for Proposals

Pacific States Marine Fisheries Commission Oracle Support

Actual Issue Date: **June 16th, 2011**

Deadline for Submissions: **June 29th, 2011**

“To promote the conservation, development and management of Pacific coast fishery resources through coordinated regional research, monitoring and utilization”

Schedule

June 16, 2011 Request for Proposal (RFP) issued and distributed

June 23, 2011 Deadline for written questions regarding this RFP

Please email questions to Michael_Arredondo@psmfc.org

June 27, 2011 Deadline for when responses to questions will be made available

Responses to questions will be posted on the Pacific States Marine Fisheries Commission RFP webpage.

June 29, 2011 Deadline for submission of proposals

Proposals need to be submitted by e-mail to:

Michael_Arredondo@psmfc.org

Subject line for submissions: *2011 Oracle Support RFP*

Faxed and hard copy proposals **will not** be accepted.

June 30, 2011 Proposal review and selection

Purpose

It is the intent of this Request for Proposals (RFP) and resulting contract(s) to establish an agreement for professional services to support various Oracle platforms within the PSMFC network. Pacific States Marine Fisheries Commission (PSMFC) currently houses multiple data programs, some of which use Oracle technologies. Furthermore, the level of support varies within those programs. The goal is to attract companies with a strong and varied background in Oracle technologies to augment and improve current PSMFC staff capabilities.

Background

Formed by Congress more than 60 years ago, the (PSMFC) helps resource agencies and the fishing industry sustainably manage our valuable Pacific Ocean resources in a five-state region. Established in 1947, PSMFC is one of only three interstate commissions in the United States today.

PSMFC's primary goal is to promote and support policies and actions to conserve, develop, and manage our fishery resources in California, Oregon, Washington, Idaho, and Alaska. We accomplish this through coordinating research activities, monitoring fishing activities, and facilitating a wide variety of projects. We work to collect data and maintain databases on commercial and recreational fisheries for fishery managers and the fishing industry.

PSMFC's activities are funded through federal grants, special contracts, and dues from its member states. PSMFC regularly serves as a primary contractor on grants, projects, and contracts for states and other organizations in large part due to our low overhead and our proven management ability. Due to the fact that most of PSMFC's operating funds are from Federal grants and contracts, PSMFC must adhere to federal accounting rules and cost principles.

Scope of Work

PSMFC maintains a state of the art IT infrastructure with experienced network administrators in the main office located in Portland Oregon. IT staff for the individual programs have various levels of Oracle experience, and in some cases are remote. It is not required that the contractor have a local office, though it is desirable. Below is a list of current database and middleware technologies and the scope of support that may be needed. This is a snapshot of current needs and is not meant as an exhaustive inventory. There are no plans to implement any Oracle Applications or Oracle Storage solutions.

- Oracle DBMS
 - Disaster Recovery: In the event of a database crash, contractor will provide the expertise necessary to recover the database instance. Contractor can assume PSMFC will actively work with the DBA on network and OS issues, and that vendor support contracts (i.e. Oracle and Dell) are in place.
 - Oracle Software Maintenance: Contractor will provide services to apply critical patches, and database upgrades when necessary.
 - Database Monitoring: Regularly scheduled checks of logs, backup procedures, and statistics will be completed by contractor DBA.

- Oracle Development: PL/SQL and SQL skills will be required.
- Consultation: Advice on, including but not limited to:
 - Performance
 - Upgrades
 - Database tools and functionality
- Oracle Business Intelligence (BI)
 - Application Server Maintenance: Contractor will provide services to apply critical patches and upgrades, when necessary.
 - Application Server Performance: Contractor will provide guidance to maximize availability of application servers and direction on how to respond to operational issues.
 - Business Intelligence Software Support: Contractor will provide services to apply critical patches and upgrades, and troubleshoot user and system problems when necessary.
 - Business Intelligence Configuration Support: Contractor will provide 'look and feel' customization, support and resources for building subject/business areas, and advice for improving performance of tools and database.
- Oracle Application Express (APEX)
 - Workspace Management: Contractor will consult on best practices and documentation for managing APEX workspaces.
 - APEX Software Support: Contractor will provide services to apply critical patches and upgrades, and troubleshoot user and system problems when necessary.
- Oracle Warehouse Builder: Experience with design and development of data warehouses using Oracle Warehouse Builder.
- Training: Contractor could be considered for in-house or web-based training on Oracle products.

Proposal Requirements and Scoring

Requirements

To successfully respond to this RFP the applicant must:

- Be an Oracle Gold level partner or higher.
- Provide same day response for critical support issues based on Pacific Standard Time.
- Have resources with a minimum of one year experience on the specific Oracle technology needed for assigned tasks. The list of Oracle Technologies currently implemented:
 - Oracle 10gR2, 11gR2 DBMS
 - Oracle Business Intelligence Standard Edition One (primarily Dashboard and Answers)
 - Oracle Discoverer
 - Oracle Application Express (APEX)
 - Oracle Warehouse Builder

Scoring

- **Business Experience. (50 percent)** The contractor must demonstrate an expertise of Oracle DBMS and middleware technologies. A preference will be given to firms with experience working on natural resource projects, specifically commercial fisheries, and those with extensive experience with Oracle Dashboard/Answers and Discoverer.
- **Cost (30 percent)** Provide a breakdown of total cost per hour by resource.
- **Technical Approach (20 percent).** Describe a solution for delivering metadata to users in Oracle Dashboard/Answers. At minimum, metadata would be defined as being narrative descriptions for columns on a standard report.

Instructions, Conditions and Notices

Submission of Proposals

The deadline for proposals is June 29, 2011 at 4:00 PM Pacific.

Proposals by electronic copy must be submitted to:

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

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

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.

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.

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

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.

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.

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.

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

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

Late Proposals

Any proposal, modification, or revision at the PSMFC office designated in the solicitation after the exact time specified for receipt of 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

- 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
- It is the only proposal received.

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.

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

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.

Contract Award

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.

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

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

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.

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.

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

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.

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

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

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

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

A summary of the rationale for award.

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 and that the Proposer has disclosed any such conflict of interest.

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

Remedies – The PSMFC may terminate the contract for convenience, in whole or in part, if it deems such termination necessary to avoid a 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 procurement staff, 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.

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 attorneys 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.

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.