



PACIFIC STATES MARINE FISHERIES COMMISSION

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Request for Proposals

Supplier of Temporary Scientific, Professional and Information Technology Services

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

Proposal Schedule

Request for Proposal (RFP) issued and distributed August 15, 2011

Deadline for notification of intent to respond: August 26, 2011
(4 PM PST)

Please notify PSMFC if your firm intends to respond to this RFP. Your notification should be sent via email to DColpo@PSMFC.org and 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: August 26, 2011
(4 PM PST)

Please email questions to DColpo@PSMFC.org and MArredondo@psmfc.org

Responses to written questions will be made available on the PSMFC RFP page and provided to all participating parties. Responses will be posted by: August 30, 2011

Deadline for submission of proposals is: September 6, 2011
(4 PM PST)

Only e-mailed proposals will be accepted.

Submit proposals to: DColpo@psmfc.org and MArredondo@psmfc.org

Subject line for submissions:

Temporary Scientific, Professional and Information Technology Services RFP

Faxed and hard copy proposals will not be accepted.

Proposal Review Week of September 12, 2011

Project Finalists Selected September 20, 2011

PSMFC reserves the right to change this schedule as needed.

Purpose

It is the intent of this Request for Proposals (RFP) and resulting contract to establish an agreement for the temporary professional staffing services to assist the Pacific States Marine Fisheries Commission (PSMFC) Commercial Fisheries Programs (CFP) in carrying out its mission.

Background

Formed by Congress more than 60 years ago, 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 salmon, steelhead, and other marine fish for fishery managers and the fishing industry.

PSMFC regularly serves as a primary contractor on grants, projects, and contracts for states and other organizations in large part due to proven abilities. The tasking of the CFP covers all major commercial fisheries projects of PSMFC and is primarily funded through federal grants and contracts. 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 CFP intends to contract with one or more firms on an as needed basis to provide professional staffing support to PSMFC CFP to fill job titles in a range of technical and non-technical positions including, but not limited to, Information Technology, Sciences, Statistics and/or Mathematics, Economics and other social sciences, field staff and support positions. These positions are typically located within the 5 State boundaries of the PSMFC member States of Alaska, Idaho, California, Oregon and Washington.

Historically there are four general scenarios that may be covered under this contract:

- 1) The identity of the individual (or individuals) may be known and provided to the staffing support contractor. In this case, the primary role of the temporary services contractor is to provide payroll services for the individual.
- 2) The identity of an appropriate individual is not known. In this case CFP would rely on the expertise and job market knowledge of the staffing firm to provide capable individuals to fill the tasking needs. Depending on the position and duration, the

CFP may assist in reviewing and selecting candidates. In other cases, the CFP may rely on the temporary services contractor to select suitable candidates.

- 3) The CFP may request that the contractor provide ‘intent to hire’ or ‘temp to hire’ services to fill a regular employment opportunity.
- 4) The CFP may request assistance in testing and/or pre-screening job applicants for a variety of positions.

Information on the costs for scenarios one and two will be included in a worksheet on Appendix A.

Contractor Qualifications

Preference will be given to contractors listed under the GSA schedules, for example GSA Schedule 70.

Considering Scenarios 2 and 3 above, please provide information regarding your process to recruit, select and place potential temporary staff.

Submitters may be asked to supply supplemental information to PSMFC prior to the award.

Proposal Requirements and Scoring

Please provide an estimate of all costs for Scenarios 1 and 2 described above using the budget template in Appendix A.

Proposals will be scored using the criterion below:

- 1) Contractor staff experience (35%)
 - a) Please provide information on the qualifications of the individual(s) who will serve as the primary point of contact to CF:
 - b) Please provide 3 references (including the title title, role on the contract, phone number) numbers and e-mail address. The contact person should be capable of speaking to the person’s capability in performing the services required and in the role of Contract Administrator.
- 2) Firm experience (35%):
 - a) Proposers are to provide a narrative on three (3) current or recently completed (within the last 3 years) contracts with other institutions and/or companies where temporary personnel have been assigned. It is highly desirable that significant experience in staffing of Social Scientists, Biologists, Statisticians and IT staff.
- 3) Cost/Rates (30%).

At this time no specific task funding has been identified.

All proposals will be evaluated and scored individually in accordance with the assigned weights above by a PSMFC coordinated review panel.

RFP Details

Amendments to Solicitations

If this solicitation is amended, all terms and conditions that are not amended remain unchanged. All bidders shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

The proposal must contain:

- The name of the solicitation;
- The name, address, and telephone and email addresses of the bidder;
- Names, titles, and telephone and email addresses of persons authorized to negotiate on the bidder's behalf with the PSMFC in connection with this solicitation;
- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office;
- A completed worksheet on calculating hourly billing rates to perform the work (see Appendix A).
- Any such information as the bidder deems appropriate to evaluate experience and technical qualifications such as a portfolio.

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

Late proposals:

Any proposal, modification, or revision received 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:

- There is acceptable evidence to establish that it was received at the PSMFC installation designated for receipt of offers and was under the PSMFC's control prior to the time set for receipt of offers; or it is the only proposal received.
- 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.
- Acceptable evidence to establish the 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.
- 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.

Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn via facsimile received at any time before award. Proposals may be withdrawn in person by the bidder 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.

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

Bidders 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.

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

Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the PSMFC Administrative Contact.

Offer Expiration Date

Proposals in response to this solicitation will be valid for 90 days following the time specified for solicitation of offers (unless a different period is proposed by the bidder).

Restriction on Disclosure and Use of Information

Bidders that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the PSMFC except for evaluation purposes, shall:

Mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the PSMFC and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this bidder as a result of--or in connection with--the submission of this data, the PSMFC shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the PSMFC's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]”; and

Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

Contract Award

The PSMFC intends to award a contract or contracts resulting from this solicitation to the responsible bidder(s) whose proposal(s) represents the best value after evaluation in accordance with the requirements of this solicitation.

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

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

The PSMFC intends to evaluate proposals and award a contract without discussions with bidders (except clarifications as described in FAR 15.306(a)). Therefore, the bidder's initial proposal should contain the bidder's best terms from a cost or price and technical standpoint. The PSMFC reserves the right to conduct discussions if it determines them to be necessary. If the PSMFC determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the PSMFC may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

Exchanges with bidders 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 sub-line items. Unbalanced pricing 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 determines that the lack of balance 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.

A written award or acceptance of proposal mailed or otherwise furnished to the successful bidder within the time specified in the proposal shall result in a binding contract without further action by either party.

After evaluation of the proposals and selection of a proposed contractor, PSMFC will notify all offerors, via email, of the results within four (4) business days.

Questions

All questions regarding this RFP must be submitted, in writing, to Dave Colpo and Michael Arredondo (dcolpo@PSMFC.org and MArredondo@psmfc.org) by close of business August 26, 2011. Responses to the questions will be distributed to all parties who have notified PSMFC of their intent to submit a proposal.

Special Contract Award Requirements Conflict of Interest

The Contractor warrants that, to the best of the Contractor'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 Subpart 9.5, or that the Contractor has disclosed all such relevant information.

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

Remedies – The Principal Investigator may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor 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 Principal Investigator, PSMFC may terminate the contract for default, debar the Contractor from PSMFC contracting, or pursue such other remedies as may be permitted by law or this contract.

The Contractor 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

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 Contractor's negligent performance of services provided or work conducted or performed pursuant to this agreement.

Appendix A. Billing cost estimates

As described above, there are 4 general scenarios that may be applicable under this contract. The following table should be used to provide information for the first two listed below. For the purposes of the RFP please assume the position will last 6 months at 40 hours/week.

For both scenarios we are interested in understanding the billing charges given an hourly wage rate. Please identify any fixed costs that are added to the hourly wage to arrive at the Total hourly billing rate (row 5 below). This might include a flat dollar value added to each billable hour (row 2) and/or additional costs that are calculated as a percentage of the hourly wage (row 3) and/or any other costs (row 4).

Please describe what benefits the employee receives in addition to their wage.

Scenario 1: The identity of the individual (or individuals) may be known and provided to the staffing support contractor. In this case, the primary role of the temporary services contractor is to provide payroll services for the individual.

For the purposes of this scenario please assume we have agreed upon an hourly wage to the employee of \$50/hour (row 1 below).

Scenario 2: The identity an appropriate individual is not known. In this case CFP would rely on the expertise and job market knowledge of the staffing firm to provide capable individuals to fill the tasking needs. Depending on the position and duration, the CFP may assist in reviewing and selecting candidates. In other cases, the CFP may rely on the temporary services contractor to select suitable candidates.

For the purposes of Scenario 2 assume you have been asked to provide the services of a Java programmer with 3 years work experience and a Bachelor’s degree.

		Scenario1	Scenario 2
1.	Hourly wage	\$ 50.00	\$
2.	Fixed billing cost (flat rate)	\$	\$
3.	Fixed billing cost (percentage of wage)	%	%
4.	Other billing costs (include and describe below)		
5.	Total hourly billing rate	\$	\$
Please describe any ‘Other’ costs include on row 4 above.			
Please describe what benefits the staffer will receive in addition to their salary (vacation pay, medical benefits, sick leave, etc.).			