



REQUEST FOR PROPOSALS

**AT-SEA DATA COLLECTION MOBILE APPLICATION DEVELOPMENT AND
IMPLEMENTATION**

ISSUE DATE:

July 24, 2014

DEADLINE FOR SUBMISSIONS:

August 26, 2014

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SECTION 1: PROPOSED REQUEST FOR PROPOSALS (RFP) SCHEDULE

AT-SEA DATA COLLECTION MOBILE APPLICATION DEVELOPMENT AND IMPLEMENTATION

- 24 July 2014 Requests for Proposals (RFP) distributed and posted at:
<http://www.psmfc.org/procurements/blog>
- 13 August 2014 Deadline for Notice of Intent and 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
- 19 August 2014 Answers to written questions posted on PSMFC website:
<http://www.psmfc.org/procurements/blog>
- 26 August 2014 Deadline for proposals

 Two (2) original hardcopies or one (1) electronic copy to:

 Michael Arredondo
 205 SE Spokane Street, Suite 100
 Portland, OR 97202
 Email: marredondo@psmfc.org
- Tentative Schedule:
- 2 September 2014 Start Interviews with Top Proposers
- 5 September 2014 Select Contractor

SECTION 2: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

2.1 PURPOSE

The purpose of this Request for Proposals (RFP) is to procure the professional services of a mobile application developer to create an application for collection of sampling data from recreational fishing trips at sea. PSMFC samplers conduct this sampling and currently record data on paper which are later entered into a database. The application will be a prototype to replace the current method, resulting in a more efficient, more accurate and more timely data collection system.

2.2 BACKGROUND

The Marine Recreational Information Program (MRIP) is a program administered by NOAA Fisheries. MRIP provides funding to support the continued improvement of data collection designs. One MRIP priority is the development and testing of new technologies to support recreational fisheries data collection. This at-sea mobile data collection project will be funded by an MRIP grant administered by PSMFC.

The Recreational Fisheries Information Network (RecFIN), a project of PSMFC, 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 recreational fishery biologists, managers and anglers.

One of the projects whose data feeds into RecFIN is the Oregon Department of Fish and Wildlife (ODFW) recreational groundfish observer program in which samplers collect data at sea while aboard charter fishing boats.

The goals of the at-sea observer program are to collect detailed information about recreational fish species, to estimate average weight of discarded fish, and to obtain length distributions for prohibited species. In addition to monitoring discarded fish, the information from the program can be used to inform stock assessments, providing spatially- and temporally-explicit information on catch and effort by drift, catch rates, discard rates, and size compositions.

At-sea sampling of the Oregon recreational groundfish charter fishery began as a pilot study in 2001 and became a permanent program in 2003. Through 2013, more than 1,000 trips have been completed.

At-sea sampling is conducted from March through October. Currently, the annual sampling goal is 90-100 trips distributed among three PSMFC samplers working on boats out of Garibaldi, Depoe Bay, Newport, Charleston, Bandon, Port Orford, Gold Beach and Brookings.

During a trip, the charter boat captain stops the boat over or near a targeted location, anglers drop their fishing lines into the water, and the boat typically drifts with the wind and currents until it has moved past the fishing location.

Anglers then reel in their lines until the captain sets up the boat over the next location. The period of time during which anglers have their lines in the water constitutes a fishing location, or drift.

At the start of each drift, the sampler selects a subset of the boat's anglers to observe. All fish encountered by the observed anglers are recorded to the species level and noted as either kept or discarded. Discarded fish are measured before being released, and their condition (alive or dead) is recorded.

The sampler also records the start and end time of each drift, the bottom depth, and, if the captain allows, the start and end drift coordinates. Additional data elements recorded include gear descriptions, interactions with marine mammals, and the use of descending devices.

2.3 SCOPE OF WORK

PSMFC 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 September 12, 2014. It is anticipated the contract term shall be for eight months and will include services to initially design, develop, test and implement a mobile application to collect data at sea, replacing the current paper data sheet process. The contract may also include options to renew the contract for additional time, if necessary.

The goal of the mobile application is to build efficiency and accuracy into the process of collecting, entering, analyzing and disseminating recreational fishery data. The application is to be built in an iOS environment for use with the Apple iPad. This pilot project is intended to build and test the core functionality of a prototype that can be customized for specific data collection needs as fishery management needs change. The customization of the prototype may be done with internal resources or contracted out. The design must account for this potential future extension.

ODFW aims to meet the following objectives with the at-sea mobile application:

- Ease of use/Navigability. The design should be easier to use than the current system of recording data on paper
- Resource efficiency. The application should be optimized to be used for a full day of data collection without the need to recharge the battery
- Accuracy. The application must have built-in data validation scripts to assure the data are as accurate as possible given the bounds of accepted data values and business logic
- Stand-alone application. The application cannot be reliant on a wireless Internet connection because service is not always available

- **Data Storage and Transfer.** The application must have the capability to store a day’s worth of data for one sampler and a method built in to transfer data to a PSMFC server daily. A method for backup storage (for example, to a flash drive) shall also be available in the event something happens to the iPad and access to the application is not possible.

PSMFC is seeking proposals from mobile application developers to analyze, plan, design, build, test and support such design objectives as well as to consider future needs and functionality. The selected firm/individual is expected to provide creative solutions in making the new application more efficient, user friendly, and accurate than the current paper and pencil process. The successful respondent must have substantial experience in mobile 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/individual (1) to incorporate all information in a manner that uses consistent design style and layout themes and (2) to provide a reliable, efficient, interactive and user- friendly mobile application.

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

2.4 AUDIENCE

The users of the mobile application will be fishery technicians (samplers) who are currently engaged in collecting data at sea aboard recreational charter boats fishing for groundfish. Samplers collect information about the trip, fishing gear and observed catch. In addition, samplers record length, sex and condition of released catch. The users of this application will have various degrees of experience with technology. Given their experience in the field, the users will expect to have an application that is easier to use and navigate than the current paper and pencil process.

2.5 TECHNICAL REQUIREMENTS

2.5.1 Design Specifications

The following are design elements that PSMFC and ODFW has determined to be essential to the at-sea mobile application development:

- “Transactional” processing – Each drift (individual periods of fishing during a trip) collected and stored
- “Tiered” data collection – Boat information, drift details, catch numbers by species, and discard lengths
- GPS enabled – Position saved at the start, at the end, and every 30 seconds of each drift if allowed by the charter boat captain; otherwise, a method for assuring the

captain that GPS data are not being saved

- Quick jump back to previous data fields
- A way for samplers to look at progress toward annual sampling goals
- Intuitive design – Easier than paper form
- Rugged – Devices will be in weatherproof cases; design needs to account for this
- Usability – Users will be wearing gloves, handling fish, and often working in the sun or rain on unsteady decks; the design needs to account for this
- Data backup – Data for each trip to be saved and accessible in case of iPad damage
- Data Validation – Code to be developed so that when each data element is stored, the data is tested for validity in accordance with survey logic: an error message will pop up so the sampler can immediately re-enter the value correctly
- Extensibility – The design should enable modifications to the application in order to meet changing data needs

2.5.2 Data Management Capability

The application will interact with data sets on a PSMFC server housed in the Portland office. A few key requirements for data exchange are as follows:

- Data for each at-sea drift are collected and saved to device upon completion of drift
- On completion of each at-sea trip, the sampler will upload all data to a PSMFC server via Internet connection (wired or wireless)
- Data are to be merged and compared (parallel testing) with data from the current process in a MS SQL Server database

2.5.3 Data Elements

Data elements are primarily numeric or list selections plus GPS positions. Numbers below are approximate.

- Trip (boat) information consists of 8 elements
- Location (drift) information consists of 15 elements including start and end time and start and end GPS position; the number of locations (drifts)

ranges from 1 to 35 (average 13) per trip.

- Catch information consists of up to 5 elements per species; the number of species encountered ranges from 0 to 13 (average 6) per trip or 1 to 12 (average 2) per drift
- Length information consists of 5 elements per discarded fish; the number of discarded fish ranges from 0 to 27 per location (drift), all species combined
- Gear information consists of 19 elements

2.5.4 Timing/ User Acceptance Testing and Implementation

- The majority of time will be spent on initial design, development and in-house testing. Once initial development is completed, the application and data transfer will be tested by two or three samplers on devices at sea in parallel with the current process. This preliminary field testing is expected to take about one month and is scheduled for February-March 2015.
- On conclusion of preliminary field testing, adjustments will be made given the feedback from the samplers.
- When initial adjustments have been completed, the application will be rigorously field- tested by three samplers on a regular sampling schedule for a period of two months scheduled for March-April 2015. At this stage the application is considered fully functional.
- Minor improvements and refinement of data flow process
- Documentation of limitations and support
- Recommendations for device use and any issues associated with hardware choices

SECTION 3: INSTRUCTIONS, CONDITIONS, AND NOTICES TO PROPOSERS

3.1 QUESTIONS

Questions regarding this RFP shall be submitted in writing no later than 13 August 2014 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 13 August 2014 to marredondo@psmfc.org, notifying PSMFC of your intent to submit a proposal. Your “reply to” address will be added to an email list of interested vendors. This list will be used to notify interested vendors of any modifications to this RFP. **If you do not submit a notice of intent, your organization will still be eligible to submit a proposal but you may not be aware of any potential changes 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 SUBMISSION, MODIFICATION REVISION, AND WITHDRAWAL OF PROPOSALS

3.4.1 Deadline for proposals is 26 August 2014

3.4.2 Proposals by electronic copy must be submitted to:

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

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

3.4.4 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.

3.4.5 Proposers are responsible for submitting proposals, and any modification of revisions, so as to reach PSMFC by 4:00 p.m., local time, on 26 August 2014.

3.4.6 Late proposals

3.4.6.1 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

3.4.6.2 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

3.4.6.3 It is the only proposal received.

3.4.6.4 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.

3.4.6.5 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.

3.4.6.6 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.

3.4.6.7 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.

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

3.4.8 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.

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

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

3.4.11 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.

3.4.12 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.

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

3.5 PROPOSAL FORMAT AND CONTENT

3.5.1 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: "At-Sea Mobile Application." 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:

3.5.2 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

3.5.3 Table of Contents

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

3.5.4 Qualifications, Related Experience and References

3.5.4.1 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.

3.5.4.2 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.

3.5.4.3 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.

3.5.4.3.1 How many mobile applications have you created? 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.

3.5.4.3.2 What is your experience with iOS development?

3.5.4.3.3 How many applications have you created in which the contracting company takes on responsibility for customizing?

3.5.4.4 List any other public agencies to which your firm has provided mobile application services.

3.5.4.5 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.

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

3.5.4.7 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.

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

3.5.5 Work Plan / Technical Approach

3.5.5.1 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.

3.5.5.1.1 Define any style standards especially regarding the "look and feel" of any prior applications and the standard use of graphics.

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

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

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

3.5.6 Cost

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

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

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

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

3.5.6.5 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.

3.5.7 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.

3.5.8 Appendices

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

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

3.6 PROPOSAL EVALUATION

3.6.1 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.

3.6.2 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 and ODFW Staff. Selections will then be made for a second round of interviews, if necessary.

3.6.3 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.

3.6.4 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 3.6, "Proposal Format and Content." The evaluation criteria are:

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

3.6.4.2 Work Plan/Technical Approach (40 points);

3.6.4.3 Cost (30 points)

3.7 CONTRACT AWARD

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

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

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

3.7.4 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.

3.7.5 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.

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

3.7.7 The PSMFC may determine that a proposal is unacceptable if the prices proposed are

materially unbalanced between line items or subline items. Unbalanced prices exist 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.

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

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

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

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

3.7.9.3 A summary of the rationale for award.

3.8 SPECIAL CONTRACT AWARD REQUIREMENTS

3.8.1 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.

3.8.2 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.

3.8.3 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.