



**REQUEST FOR PROPOSALS**

**PERMIT SYSTEMS SUPPORT FOR NMFS ALASKA REGION FIELD OFFICE**

**ISSUE DATE:**

**April 24, 2015**

**DEADLINE FOR SUBMISSIONS:**

**May 22, 2015**

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SECTION 1: REQUEST FOR PROPOSALS (RFP) SCHEDULE

PERMIT SYSTEMS SUPPORT FOR NMFS ALASKA REGION FIELD OFFICE

- 24 April 2015            Requests for Proposals (RFP) distributed and posted at:  
<http://www.psmfc.org/procurements/blog>
- 11 May 2015            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: [contracting@psmfc.org](mailto:contracting@psmfc.org)
- 15 May 2015            Answers to written questions posted on PSMFC  
website: <http://www.psmfc.org/procurements/blog>
- 22 May 2015            Deadline for proposals One (1) electronic copy to:  
  
                         Michael Arredondo  
                         205 SE Spokane Street, Suite 100  
                         Portland, OR 97202  
                         Email: [contracting@psmfc.org](mailto:contracting@psmfc.org)
- Tentative Schedule:
- 29 May 2015            Contract awarded to successful bidder

## SECTION 2: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### 2.1 PURPOSE

Pacific States Marine Fisheries Commission is seeking one qualified firm to provide fishery management data service support. This firm will support the National Marine Fisheries Service and its mission of sustainable fisheries management and its management of protected species and healthy marine habitats in Alaska. Contractor support, through a labor hour contract, is sought to increase capacity of fishery management systems for NMFS. Support will include maintenance of and improvements to fisheries management applications, and associated technical support. All work under this contract shall be completed by June 30, 2016.

### 2.2 BACKGROUND

NMFS, Alaska Region, is a pioneer in quota-based fisheries management programs, which allocate total allowable catch to vessels, groups of cooperating vessels or catch privileges to individuals. The backbone of these management programs are sophisticated reporting and catch accounting systems that operate in near real time and support multiple fisheries occurring simultaneously. Alaska's fisheries are valued at over \$2.5 billion per year and provide over half the volume of fish landings in the United States.

Management of this valuable resource demands responsible stewardship and involves complex management by a number of agencies including NMFS, the North Pacific Fishery Management Council (Council), Alaska Department of Fish and Game (ADF&G), and the International Pacific Halibut Commission (IPHC). These agencies work together to implement fishery management programs to address habitat concerns and accomplish catch limit and catch allocation objectives.

Regulatory amendments to fishery management plans in the North Pacific are frequent and widely considered to be the most complex in the nation. Complex data collection programs, database infrastructure and applications are required to support the sustainable management of Alaska fisheries and these require specialized application engineering knowledge and skills to successfully operationalize. Four major programs that are typical of the application complexity and nature of the work are: the Interagency Electronic Reporting System (IERS); the Catch Accounting System (CAS); the halibut and sablefish Individual Fishery Quota (IFQ) Program; and the ShoreZone mapping system.

NMFS Alaska Region, ADF&G, and IPHC jointly developed and maintain the IERS to collect data on commercial harvest and production of groundfish, halibut, salmon, and shellfish. Timely and accurate reporting of commercial fisheries harvest information, including bycatch of non-target species, is essential for effective in-season management of fisheries. The objective of the IERS is to create a single data collection system for commercial fisheries landings and production data in Alaska.

The goals of this consolidated data collection effort are to reduce reporting redundancy on the part of the seafood industry, to improve the timeliness of data availability to affected fisheries management staff, and to improve the quality of data submitted. The IERS supports seafood processors and other reporters with various levels of internet connectivity. IERS supports direct submission of data on the internet; email attachment of reports for intermittently connected systems such as those from Catcher/Processors, electronic capture of landing information via a flash drive and manual entry of reports.

Users of the IERS include all seafood processors in Alaska that receive groundfish from federally permitted fishers, all processors that receive crab managed under the crab rationalization program, registered buyers for halibut and sablefish, operators of vessels that receive or catch and process groundfish (mother ships and catcher/processors) and operators of tender vessels in the salmon fishery in Alaska.

The Catch Accounting System (CAS) creates total catch estimates for the groundfish fisheries in the Bering Sea/Aleutian Islands and Gulf of Alaska. Each year, over 600 quotas are established in CAS that matches the annual harvest specification tables for federally managed groundfish fisheries off Alaska. The output of CAS is the total amount of groundfish that is retained and the amount that is discarded at sea. In addition, the system creates estimates of the total amount of non-groundfish species, both prohibited species and non-target species that are caught in the groundfish fisheries.

CAS uses a combination of industry reports and onboard observer information to provide an estimate of total catch and bycatch. Industry reported data consists of catch and processed product amounts, and these reports are electronically recorded and submitted to NMFS via eLandings. The observer data are collected by the Alaska Fisheries Science Center (AFSC) using a stratified sampling design. Other sources of information come from the Alaska Commercial Fisheries Entry Commission (CFEC), which issues state permits and vessel licenses; and Vessel Monitoring Systems (VMS), which collect the position, time at a position, and course and speed of fishing vessels.

CAS is part of the larger NMFS database and, as such, interacts with data in the database such as permit information (e.g., federal fishing permits, federal processor permits, etc.), species, gear and areas. The primary customer of CAS is NMFS Inseason Management, and the information from the system is used to manage groundfish quotas and prohibited species catch limits. Other customers for CAS include the North Pacific Fisheries Management Council, groundfish stock assessment analysts, fishery participants, and non-governmental organizations. Customers access the data using standard reports, ad hoc queries, database pushes, or database links.

The Individual Fishing Quota (IFQ) Program supports both the permits and the catch management for Halibut and Sablefish. Permits are issued for harvesting and receiving/processing halibut and non-trawl sablefish. For IFQ Halibut/Sablefish Permits, owners of vessels with specific historical participation in non-trawl halibut and sablefish fisheries were issued Quota Share (QS). An IFQ permit authorizes participation in fixed-gear harvests of Pacific halibut off Alaska and most sablefish fisheries off Alaska.

The permits are not specific to vessels. Permits are issued annually, at no charge, to persons holding fishable Pacific halibut and sablefish Quota Share (QS); or to those who are recipients of QS/IFQ or IFQ-only transfers from QS holders. Authorized pounds for annual IFQ permits are determined by the number of QS units held, the total number of QS units in the "pool" for a species and area and the total amount of halibut or sablefish allocated for IFQ fisheries in a particular year; plus "adjustments" from prior year QS use.

The ShoreZone mapping system is a mapping and classification system that collates and interprets low-altitude aerial imagery of the coastal environment. Its objective is to produce an integrated, searchable inventory of geomorphic and biological features of the intertidal and nearshore zones which can be used as a tool for science, education, management, and environmental hazard planning.

ShoreZone is supported through partnerships between NMFS and several other government agencies and non-governmental organizations. Large portions of southeastern and central Alaska have been imaged and mapped and the systems provides a catalog of geomorphic and biological resources at mapping scales of

better than 1:10,000 and interactive ArcIMS web-site. The high resolution, attribute rich dataset is a useful tool for extrapolation of site data over broad spatial ranges and creating a variety of habitat models. Alaska fisheries management systems are written primarily using Oracle backend database with logic written in a combination of PL/SQL, Java, Java Script, and related technologies (SQL Server and MySQL are also used). Development is for frameworks that include World Wide Web, Adobe Flex, and BIRT Reports. A variety of project management approaches are used including Agile.

## 2.3 CONTRACT SCOPE/OBJECTIVES

The NMFS AKR Information Services Division (ISD) provides information technology services to support the region's missions. NMFS AKR requires support in providing comprehensive IT services for the region to ensure their systems are secure, reliable, robust, and maintain the highest data quality. The required services are primarily for the development and maintenance of existing NMFS AKR systems, but may also include other services such as IT infrastructure support.

A wide variety of expertise is necessary to develop, maintain, and upgrade the Region's systems, which include both hardware and software, both in-house applications and COTS products, and both internally generated and externally mandated development projects. The areas of specialty include such things as applications development in Java, PL/SQL, and Flex; systems administrations of Linux, Solaris, and Windows; and the design and testing of data systems, applications, and infrastructure.

While that variety of expertise is available within ISD, it is often beyond the AKR staff to perform all the needed maintenance due to availability and workloads. To that end, AKR is seeking help with the development, maintenance, and upgrading of its varied systems.

The selected contractor must possess relevant knowledge of the fishery management regimes in Alaska including the overarching policies and regulations that support North Pacific fisheries management. This knowledge is critical in order to evaluate how changes in regulations will impact fishery management systems and translate the regulatory actions into operable fishery management systems.

The contractor must be knowledgeable of existing Alaska fishery management applications, such as IERS, CAS, the IFQ program and ShoreZone, or similarly complex programs, and understand how those systems interact and interconnect. The contractor must be capable of providing and managing a team comprised of members with a robust and diverse set of current and applicable IT skills. Pertinent experience may also be reflected by showing a working relationship with sub-contractors providing those skills and services. NMFS may request the contractor to obtain the services of a recognized expert for particular tasks such as testers, consultants, or reviewers.

The contractor will be thoroughly engaged with NMFS Alaska business practices and work in close consultation with (ISD) developers, as well as fishery managers, fishery regulation specialists, and technical support experts from NMFS; the Council; ADF&G; and IPHC to accomplish assigned tasks.

In order to efficiently and effectively accomplish the consultation and coordination with diverse, technical and non-technical agency staff and customers, the contractor should expect the majority of the work to occur on-site at NMFS Alaska locations including but not limited to Juneau and Anchorage.

Contractor should expect many face to face meetings at the Alaska Regional Office in Juneau to provide the

appropriate amount of communication and coordination needed for this task. The contractor shall be thoroughly integrated with AKR and AKR business practices and work in close consultation with agency personnel, including fishery managers, fishery regulation specialists, application developers, and technical support experts to accomplish assigned tasks.

The contractor shall furnish the necessary personnel, materials, services, equipment, and facilities to accomplish the required tasks. NMFS will provide access to agency systems as necessary. To be granted access to NMFS systems, contractor personnel will undergo security screening, which will include fingerprints and a background check. Fingerprints and the security application shall be coordinated and completed promptly at the initiation of each employee's assignment.

## 2.4 PROJECT TASKS AND DELIVERABLES

The project will begin at time of award and continue through final acceptance, no later than June 30, XXXX. Each task will serve as a milestone for project review. Each task has a specific set of deliverables to be reviewed as acceptance criteria.

### **Task 1 – Applications Development Support for Operation & Maintenance of Existing Fisheries Systems**

**Full price deadline:** Upon contract expiration

**Description:** The objective of this task is to obtain comprehensive IT development support to design and successfully implement modifications to current systems initiated by regulatory requirements, fixes or requested upgrades to existing permitting and other systems. After determining the regulatory provision, requested fix or upgrade to be implemented the contractor shall build the code that seamlessly integrates the provision into AKR's current processes. It is very important to effectively coordinate changes with technical and non-technical NMFS Information Services Division (ISD) and other stakeholders and prepare the code and/or database changes for implementation by agency staff.

The following subtasks are typical of work to be done through this task:

Work closely with fishery managers to understand, identify, and document system requirements (e.g. business rules) arising from changes to fisheries management programs resulting from regulatory amendments to fishery management plans. Provide recommendations for design or architecture of system to be developed or changed while balancing the need for modernization with the requirement for consistency and integration with legacy fishery management systems supported by NMFS. Thorough understanding of current fishery management systems is required in order to discuss/engineer/assess proposed changes. Propose a range of alternative solutions as necessary.

Develop system components that include Oracle PL/SQL database programs, Java applications, Flex-based applications, and web-based applications. Provide enhancements or bug fixes to existing applications. Assist with the generation of reports viewed internally and externally to NMFS. Perform security review and analysis of systems. Use industry best practices to ensure that developed systems are both secure and performant.

Work under this task will be initiated through a help desk style ticket system (JIRA). The work shall be thoroughly coordinated with stakeholders and NMFS technical leads to assess how the change

will affect other systems. Use input from the JIRA ticket and NMFS technical leads and stakeholders to identify correct software changes to make.

Develop or modify test plans for the development effort; implement or coordinate its execution with tester. Assist data owners with user acceptance testing; provide report on testing methodology and results for approval prior to final implementation.

Perform final implementation (e.g. rollout to production) using established, or otherwise approved, NMFS procedures. Provide or improve system documentation, user manuals, help manuals, etc.

**Task 1 Deliverables:**

Weekly itemized reports on work

Monthly meetings with agency staff to discuss task resources, findings, approaches and needs

Monthly spending plans to show how contract resources will be utilized through end of contract

**General Performance Requirements**

The performance deliverable for this contract will be a reliable suite of fisheries management permit applications and systems that accommodate the software and hardware maintenance needs of the users, as directed by NMFS AKR ISD, and provides all of the capabilities requested during the contact period of performance.

All related code, documentation, and work products are government property, including:

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

**Deliverables:** Application changes, with rollout coordination and reporting, BIRT reports and application infrastructure changes (i.e., changes to build environments), all in accordance with Regional standards, as defined by the NMFS, Alaska Region ISD Applications Office branch chief.

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

**Travel:** Though no travel has been identified at this time, travel may be necessary to support the tasks identified. If travel is necessary, the travel costs will be responsibility of the contractor, and reimbursed at actual cost and up to the government per diem rates.

**Work Location:** Some contractor personnel may be required to work on-site in Juneau for approximately 10-20 days per month to collaborate with NMFS AKR developers. Onsite work in Juneau will be performed at the Juneau Federal Building at 709, West 9th Street, suite 420A. Workspace may be provided as needed.

For off-site work, VPN connectivity to NMFS AKR network will be made available, and is done through a single terminal server that the developer must Remote Desktop into. Direct access to NMFS AKR systems



(e.g. servers, databases, network drives, etc.) from contractor workstations requires being on-site in Juneau.

**Key Personnel:** All personnel resources made available through this contract shall be deemed key personnel. Key personnel shall be available at the proposed level (hours per month) through the duration of the contract. In addition, all key personnel shall be available in Juneau, AK for as many as 20 days per month to meet face to face for coordination and communication on the project tasks.

## 2.5 ESTIMATED BUDGET

It is estimated that there will be \$300,000 available for this work. Offerors should propose a budget based on the estimated number of hours to complete this work by employee and the hourly rates for each.

For Example:

Senior Programmer Analyst	825 hours @ \$xxx/hr	\$xxxx.xx
Junior Programmer Analyst	693 hours @ \$xxx/hr	\$xxxx.xx
Junior Data Technician	330 hours @ \$xxx/hr	\$xxxx.xx
	Total Estimated Budget:	\$200,000

## 2.6 DESIRED QUALIFICATIONS

The desired qualifications below will be used to evaluate the technical proposals to determine which offer displays the best value. Qualifications listed below are in descending order of preference.

- Specialized experience and demonstrated competence of the firm, staff, and any named sub-contractors in maintaining fisheries management and/or electronic reporting systems used to manage commercial marine fisheries information with experience occurring within the past four years. Particular emphasis will be placed on projects that involve complex fishery business rules, multiple reporting capabilities, multiple agencies with multiple reporting requirements; including specific experience and ability to:
  - Demonstrate expertise in fisheries management software engineering using Oracle PL/SQL database programs, Java applications, and web-based applications
  - Demonstrate knowledge of fisheries and catch accounting business rules, commercial catch reporting requirements, reporting methods, and reporting codes pertinent to federal, state and local agencies
  - Work with multi-agency committees, database structures, and data requirements on projects related to fishery management

- Demonstrate ability to provide hands-on support throughout the state of Alaska and provide support in Anchorage and Juneau as needed
- Direct experience with and knowledge of fisheries management agencies is desired. This includes the knowledge of business rules associated with fishery management regulations, and fishery management systems. This experience and knowledge must include the past four years (since the year 2011).
- The proposal shall identify the name of each proposed resource; provide their resume (to support their level of knowledge and experience in applications development); indicate how many hours per week they are available to this contract and describe how they will remain available to this work while fulfilling obligations to other clients. Proposed key personnel will remain available at this utilization level for the entire contract period as needed.
- The proposal must demonstrate understanding and managerial approach of the project concept and scope of work. This includes the offeror's technical approach towards fulfilling contract requirements and the ability to provide the appropriate personnel levels and skill mixes as required under this solicitation. Attention will also be paid to the past performance of the firm in working on electronic fishery management applications which focus on the management of fishing permits.

### SECTION 3: INSTRUCTIONS, CONDITIONS, AND NOTICES TO PROPOSERS

#### 3.1 QUESTIONS

Questions regarding this RFP shall be submitted in writing no later than 11 May 2015 to:

Michael Arredondo  
205 SE Spokane Street, Suite 100  
Portland, OR 97202  
Email: [contracting@psmfc.org](mailto:contracting@psmfc.org)

#### 3.2 NOTICE OF INTENT

If your organization is interested in submitting a proposal, please send an email by 11 May 2015 to [contracting@psmfc.org](mailto:contracting@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 PROPOSAL FORMAT AND CONTENT

#### 3.4.1 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 [contracting@psmfc.org](mailto:contracting@psmfc.org) with the following inserted in the “subject” line of the email: “General IT Support for NMFS Alaska Region RFP.” 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:

#### 3.4.2 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

#### 3.4.3 Table of Contents

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

#### 3.4.4 Qualifications, Related Experience and References

3.4.4.1 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.

3.4.4.2 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.

3.4.4.3 Describe your firm's most noteworthy qualifications for providing the required services, including years of experience providing like services. Specifically highlight those qualifications that distinguish you from others and those that meet the desired qualifications specified in Section 2.6.

3.4.4.4 List any other public agencies to which your firm has provided general IT services.

3.4.4.5 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.

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

3.4.4.7 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.

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

### 3.4.5 Work Plan / Technical Approach

3.4.5.1 This section should demonstrate the Proposer's understanding of PSMFC's and NMFS'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.

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

#### 3.4.6 Cost

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

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

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

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

3.4.6.5 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.

#### 3.4.7 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.

#### 3.4.8 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.

### 3.5 SUBMISSION, MODIFICATION REVISION, AND WITHDRAWAL OF PROPOSALS

3.5.1 Deadline for proposals is 22 May 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: [contracting@psmfc.org](mailto:contracting@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, on 22 May 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 at the PSMFC installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of PSMFC personnel.

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

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

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

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

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

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

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

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

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

### 3.6 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.

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

3.6.4.1 Qualifications, experience, references, and ability to carry out the Scope of Work (40 points);

3.6.4.2 Work Plan/Technical Approach (40 points);

3.6.4.3 Cost (20 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.
- Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to PSMFC. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. Combined single limit per occurrence shall not be less than \$300,000 for each job site or location. Each annual aggregate limit shall not be less than \$300,000
- 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 \$ 300,000. 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.