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| Contracts Database System |

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| **Filing Summary** |
| Approval - Contract should be filed a minimum of 10 working days prior to the proposed start date of services. |

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| **Agency:** | 477 - Department of Fish and Wildlife |
| **Filing Number:** |  |
| **Reference Number:** | 90419 |
| **Agency Contract Number:** | 23-23895 |
| **Filed By:** |  |
| **DES Decision Date:** |  |
|  | |
| **Contractor Information** | |
| **Legal Name** | Puget Sound Restoration Fund |
| **DBA** |  |
| **UBI** |  |
| **Address** | 8001NE Day Road W, Bainbridge Island, WA USA 98110 |
| **Contract Information** | |
| **Procurement** | Sole Source |
| **Service Description** | CF Technical Research Services |
| **Contract Purpose** | Contractor will provide professional/technical services as they relate to the recovery and rearing of Olympia Oysters (a protected species of shellfish). |
| **Fund Source** | |
| |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Filing Number** | **Federal** | **State** | **Other** | **Total** | | This Filing |  | $750,000 |  | $750,000 | | **Contract Total** | **$750,000** | | | | | |
| **Contract Dates** | |
| |  |  |  | | --- | --- | --- | | **Filed Date** | **Start Date** | **End Date** | |  | 12/01/2023 | 06/30/2029 | | |
| **Contacts** | |
| |  |  | | --- | --- | |  | | | Theresa Walker | (360)902-2439 | walketjw@dfw.wa.gov | In Process | | Theresa Walker | (360)902-2439 | walketjw@dfw.wa.gov | Processed | | |
| **Current State Employees** | |
| Not Applicable | |
| **Former State Employees** | |
| Not Applicable | |
| **Filing Justification** | |
| **Specific Problem or Need** | |
| **What is the business need or problem that requires this contract?** | |
| WDFW’s oversight of statewide Olympia oyster restoration requires collaboration with an entity experienced in all elements of Olympia oyster restoration. This includes leading all aspects of restoration projects Sound (state) wide including pre-restoration site assessment and post-restoration monitoring, restoration project planning and logistics, stakeholder engagement; and for a collaborative entity to take on all aspects of research projects relevant to Olympia oyster restoration—including statewide recruitment monitoring, genetic analyses, and development of restoration methods. It also requires access to production of restoration-grade Olympia oyster seed to compliment enhancement projects, and being able to leverage other sources of funding, such as for specific projects related to the large tapestry of restoration efforts. | |
| **Sole Source Criteria** | |
| **Describe the unique features, qualifications, abilities or expertise of the contractor proposed for this sole source contract.** | |
| Puget Sound Restoration Fund (PSRF) has partnered with WDFW on Olympia oysters restoration since 1999 and has successfully conducted all aspects of restoration efforts on over 100 acres in Puget Sound (including all aspects from pre-restoration site assessment, permitting, logistics, execution, and post-execution monitoring), developed and operated a shellfish conservation hatchery, constructed and maintained a recruitment monitoring network spanning over 40 sites Sound-wide, partnered on restoration-relevant research (including genetic work, restoration methods, and more), developed a full restoration toolkit, and established a network of partners in restoration. PSRF has experience working at all of WDFW’s Priority Sites throughout Puget Sound, and is equipped to plan and execute relevant projects at these sites. Through nearly 25 of years of work, PSRF has also developed strong relationships, including, critically, with Treaty Tribes in the region without whom achieving Sound-wide restoration would not be possible under the existing model. PSRF operates the only restoration-grade Olympia oyster hatchery in the state currently, with immediate access to tools important to Sound-wide restoration. PSRF is also able to leverage additional project-specific funding sources critical to advancing the WDFW restoration plan, with a variety of existing funding sources tied to ongoing restoration work as part of this broader effort. | |
| **What kind of market research did the agency conduct to conclude that alternative sources were inappropriate or unavailable? Provide a narrative description of the agency’s due diligence in determining the basis for the sole source contract, including methods used by the agency to conduct a review of available sources such as researching trade publications, industry newsletters and the internet; contacting similar service providers; and reviewing statewide pricing trends and/or agreements. Include a list of businesses contacted (if you state that no other businesses were contacted, explain why not), date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of why the agency has determined that no businesses other than the prospective contractor can perform the contract** | |
| In several previous competitive bid processes for similar native shellfish species restoration work, PSRF has been the only qualified bidder. We are confident that no other entity in the State of Washington has the type of large-scale Olympia oyster restoration experience as PSRF, let alone 25 years of experience in it. PSRF is the only entity with experience conducting Olympia oyster restoration work at all of WDFW’s Priority Sites, Sound-wide; with experience working with the full scope of necessary partnerships including Treaty Tribes; and with immediate access to the expertise and resources needed to continue ongoing restoration work without delay. Further, it is important that the entity receiving this contract be completely operational in all aspects of Olympia oyster production immediately due to the need to continue with existing restoration work and utilize existing funding streams. To our knowledge, only PSRF fits this criterion. | |
| **What considerations were given to providing opportunities in this contract for small business, including but not limited to unbundling the goods and/or services acquired.** | |
| Puget Sound Restoration Fund is a not for profit 501(c) (3) with less than 25 total employees. | |
| **Provide a detailed and compelling description that includes quantification of the costs and risks mitigated by contracting with this contractor (i.e. learning curve, follow-up nature).** | |
| Any other entity in the state would be years behind PSRF in being capable with all aspects of the complex, multi-layered restoration program. They would need to construct/modify appropriate facilities and satisfy WDFW access and permitting requirements and biosecurity guidelines; hire and train a fairly significant number of knowledgeable staff; train and practice in field methods for site assessment, restoration and monitoring; be versed with necessary permitting; establish relationships with a large number of partners, and likely go through several years of trial-and-error before a program is up and running. This would significantly delay the implementation of the restoration plan and would come at great cost to WDFW in the need to train and prepare a new enterprise in this work. Delay would also lead to an inability to utilize other existing funding mechanisms already in place specific to this work. In contrast, PSRF has nearly 25 years of experience and currently operates a program specific to the tasks that will be required of the contract. Mitigating risk is the fact that WDFW has worked with PSRF in this capacity, and on a large number of contracts for over 20 years. PSRF has never failed to satisfy contract terms in two decades of contract work with WDFW. Additionally, PSRF has contracted with WDFW on a number of projects previously, demonstrating low-risk as a reliable contractor. | |
| **Is the agency proposing this sole source contract because of special circumstances such as confidential investigations, copyright restrictions, etc.? If so, please describe.** | |
| N/A | |
| **Is the agency proposing this sole source contract because of unavoidable, critical time delays or issues that prevented the agency from completing this acquisition using a competitive process? If so, please describe. For example, if time constraints are applicable, identify when the agency was on notice of the need for the goods and/or service, the entity that imposed the constraints, explain the authority of that entity to impose them, and provide the timelines which work must be accomplished.** | |
| N/A | |
| **Is the agency proposing this sole source contract because of a geographic limitation? If the proposed contractor is the only source available in the geographical area, state the basis for this conclusion and the rationale for limiting the size of the geographical area selected.** | |
| We do wish to restrict this contract to Washington State, due to the logistical issues involved with conducting restoration work state-wide. Having regulatory authority over an entity in-state adds a layer of security in ensuring restoration activity is sound and low-risk to Washington’s marine resources. We also send WDFW staff to work in-person with Olympia oyster partners periodically, and do not wish to travel out of state on routine business. Additionally, the project involves significant amounts of work on various project elements at locations around Washington state—and close collaborations with partners based here in that work. An entity based in Washington is uniquely advantaged in this regard—and would be able to execute on project deliverables at lower cost as a result. Finally, success in the work means being a known and trusted entity in working with Washington Treaty tribes, an critical advantage of an in-state entity. | |
| **What are the consequences of not having this sole source filing approved? Describe in detail the impact to the agency and to services it provides if this sole source filing is not approved.** | |
| If this filing is not approved, we would enter into a competitive bid process for this contract. However, we expect PSRF to again be the only bidder. The consequences are delay and potentially unnecessary additional work. | |
| **Sole Source Posting** | |
| **Agency Website Information** | |
| Posted to Agency Website on 11/14/2023. | |
| **WEBS Information** | |
| Posted to WEBS on 11/14/2023. | |
| **Response(s) to Posting on WEBS** | |
| Time has NOT expired for responding to posting and will notify DES when time expires. | |
| **Reasonableness of Cost** | |
| **Since competition was not used as the means for procurement, how did the agency conclude that the costs, fees, or rates negotiated are fair and reasonable. Please make a comparison with comparable contracts, use the results of a market survey, or employ some other appropriate means calculated to make such a determination.** | |
| The costs were estimated based on experiences and previous discussions related to the work identified, on WDFW contracting history, on experience developing previous proposals to perform proposed work, and on years of experience conducting somewhat-similar work with pinto abalone. | |
| **Attachments**   |  | | --- | | 23-23895 Contract - to sign.docx - 75451kb | | 23-23895 WEBS SS Notification - PSRF draft.docx - 84356kb | | |
| Are any documents being sent that are not attached via this system? No | |
| Is the contract or amendment document attached or listed above? Yes | |