



### Filing Summary

Approval - Contract should be filed a minimum of 15 working days prior to the proposed start date of services.

**Agency:** 477 - Department of Fish and Wildlife

**Filing Number:**

**Reference Number:** 90960

**Agency Contract Number:** 25-26429

**Filed By:**

**DES Decision Date:**

### Contractor Information

**Legal Name** Environmental Science Associates

**DBA** ESA

**UBI** 602117611

**Address** 700 Fifth Avenue, Suite 4120, Seattle, WA USA 98104

### Contract Information

**Procurement** Sole Source

**Service Description** CZ Other Professional Svcs

**Contract Purpose** As directed by a legislative proviso, WDFW need to complete the development and deployment of a riparian data analysis platform that identify gaps in vegetated cover within riparian ecosystems, and compares the status and gaps to water temperature impairments, known fish passage barriers, and the status of salmonid stocks. ESA will provide third-party meeting facilitation, database creation, network graph with integration into a riparian analysis engine and applications, and technical support.

### Fund Source

Filing Number	Federal	State	Other	Total
This Filing		\$110,000		\$110,000
<b>Contract Total</b>				<b>\$110,000</b>

### Contract Dates

Filed Date	Start Date	End Date
	01/10/2025	06/30/2025

### Contacts

Janice Jackson	(360)902-2444	janice.jackson@dfw.wa.gov	In Process
Janice Jackson	(360)902-2444	janice.jackson@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?**

The Riparian Data Engine (RDE) will be used broadly by staff from WDFW and likely by staff from the State Conservation Commission, Recreation and Conservation Office, and other agencies. Staff will need a secure way to access the database. Leveraging the State's Single Sign On (SSO) capabilities would be the most secure and easiest for users. This contract will provide that secure access. Without this capability, users may be restricted in their ability to utilize the application and the vast, complex (expensive) database may be at heightened risk for security breaches. The beta versions of the RDE show how useful it is. However, currently there is not an easy way for one user to share the insights they've gained from the tool with others. The Bookmarking feature will allow a user with an account to save their complex queries. The Saved Searches function will allow a user to share their findings with colleagues. These capabilities will allow for more efficient use of the tool by individuals AND for the greater collaboration between state, tribal, and local users. During the creation of the RDE, additional uses and desired capabilities were identified by key users. Another set of key users is actively identifying and prioritizing additional upgrades. This contract will provide funding for updating the RDE to deliver those priority upgrades. This may involve additional datasets or additional analysis of existing datasets.

### Sole Source Criteria

#### **Describe the unique features, qualifications, abilities or expertise of the contractor proposed for this sole source contract.**

The work carried out by this contract will occur contemporaneously with work being carried out by ESA under an existing contract. The data engine is large (terabytes) and complex. The code to query and filter the database is complex and extensive - and is still being written. It would not be possible with our budget and timeframe for another firm to write code to accomplish the work of this contract. This request builds on custom work accomplished in the past years between WDFW and ESA. The original contract was justifiably provided to ESA through a sole-source contract as they possessed unique expertise. This request is even more justified as a sole-source award given the past work by ESA on this project. ESA - building work accomplished to date - is uniquely situated to fulfill the technical work required by this contract. Their performance to date with this contract has been excellent. Continuing with ESA is the most cost-effective and expeditious way for WDFW to achieve our objectives for this project.

#### **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. Use DES' Market Research Template if assistance is needed.**

In consultation with agency IT subject matter experts, we contemplated ways that this contract might be advertised to other vendors but unanimously came to the firm conclusion that the nature of this contract does not lend itself to being accomplished by a vendor other than the database's creator. ESA is actively writing code for this database - work that will continue through the term of

the contract (June 2025). This contract amendment will pay for additional capabilities to be added to the database being created. The additions to be provided by the amendment are deeply integrated into the database's code rather than separate modules that can be created by a different company and then linked to the database created by ESA. The learning curve that would be required of the second firm to learn the details of the database's code would be steep. Even then, the code is being revised as new capabilities are being added under the existing contract through June 2025. If the learning curve was surmounted, the degree of coordination and collaboration between two firms would be extensive and expensive - taking away from the primary task of adding desired capabilities.

**What considerations were given to unbundling the goods and/or services in this contract, which would provide opportunities for Washington small, diverse, and/or veteran-owned businesses. Provide a summary of your agency's unbundling analysis for this contract.**

WDFW conducted an unbundling analysis in accordance with the state's supplier diversity policy and determined that the work was unlikely to unbundle.

**As part of the market research requirements, include a list of statewide contracts reviewed and/or businesses contacted, 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.**

The agency has come to the firm conclusion that no other business than ESA can fulfil this contract. This is because the nature of this contract does not lend itself to being accomplished by a different vendor than the database's creator. ESA is actively writing code for this database - work that will continue through the term of the contract (June 2025). This contract amendment will pay for additional capabilities to be added to the database being created. The additions to be provided by the amendment are deeply integrated into the database's code rather than separate modules that can be created by a different company and then linked to the database created by ESA. The learning curve that would be required of the second firm to learn the details of the database's code would be steep. Even then, the code is being revised as new capabilities are being added under the existing contract through June 2025. If the learning curve was surmounted, the degree of coordination and collaboration between two firms would be extensive and expensive - leaving little to no ability to perform the primary task of adding desired capabilities.

**Per the Supplier Diversity Policy, DES-090-06: was this purchase included in the agency's forecasted needs report?**

No, this purchase was not forecasted in the Agency's needs report.

**Describe what targeted industry outreach was completed to locate small and/or veteran-owned businesses to meet the agency's need?**

In addition to WEBS, WDFW forwarded the sole source announcement to all vendors registered for similar commodities codes in OMWBE's directory of certified firm.

**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).**

By awarding this contract to the firm that is actively creating the subject database, we are avoiding a very high risk of failure that would result from expecting a second firm could (a) learn the details of a very complex database, (b) be kept apprised of on-going changes to the database's code, and (c) write code that would work seamlessly with the database's existing (and evolving) code. By awarding the contract to the database's creators we are ensuring the team that wrote the code for the database will continue to write the code that will add capabilities to the database. This is by far the surest way to mitigate risk of failure and minimize costs.

**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 within which work must be accomplished.**

N/A

**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 contract is not approved, the enumerated improvements to the database will not be made this fiscal year and would need to be made in a subsequent fiscal year (assuming the legislature appropriates funds). Delaying the security upgrades would heighten the risk of a security breach. Delaying the ability for users to save and share their work would degrade users' ability to leverage the database's significant capabilities. For the agency, this would mean that internal users of the database would spend additional time repeatedly recreating filters (queries) they use often. It would also mean that colleagues would not be able to share findings without tedious instructions. Such inefficiencies may lead to frustration and people opting not to use the database. This is also a likely outcome for external users. Such a result would increase the likelihood that the legislature determines that the database is not worth additional funding. The result of that would be decreased restoration of riparian areas with follow-on riparian degradation and thwarting of extensive efforts to recover salmon stocks and killer whales.

### **Sole Source Posting**

#### **Agency Website Information**

Posted to Agency Website on 12/17/2024.

#### **WEBS Information**

Posted to WEBS on 12/17/2024.

#### **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 cost of this contract's effort to tap into the state's SSO system is on par with other contracts to accomplish this task (e.g., a contract by Puget Sound Partnership to add SSO to a web application). The cost of providing the other enhancements is on par with similar enhancements to the database provided by ESA under earlier versions of this contract. In the view of IT subject matter experts involved with this project, the value of the work being provided is high relative to its cost. The hourly rates paid by this contract are within industry averages and are unchanged from the existing contract with ESA.

### **Attachments**

25-26429\_ESA\_RiparianDateEngine\_S.pdf - 425320kb

25-26429\_ESA\_SS\_LegalNotice-KFolkerts.pdf - 223409kb

Section Not Completed