

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING AN ) RESOLUTION NO. 90-1318  
EXEMPTION TO THE REQUIREMENT OF ) Introduced by Rena Cusma,  
COMPETITIVE BIDDING PURSUANT TO ) Executive Officer  
METRO CODE 2.04.060 AND APPROVING )  
A SOLE SOURCE AGREEMENT WITH CEIP )

WHEREAS, The Transportation Data Resource Center has a special one-year project to reapportion the Metro Council districts; and

WHEREAS, For several years the Department has hired special project interns through the CEIP organization; and


WHEREAS, The CEIP is the only organization of its type in the nation; and

WHEREAS, A definite cost savings will be realized by hiring an intern through this organization; now, therefore,

BE IT RESOLVED:

That the Council of the Metropolitan Service District exempts the sole-source agreement between CEIP and Metro from the competitive bidding process and approves the agreement attached as Exhibit A for a one-year period.

ADOPTED by the Council of the Metropolitan Service District this 13th day of September, 1989.

  
Tanya Collier, Presiding Officer

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 90-1318 FOR THE PURPOSE  
OF AUTHORIZING AN EXEMPTION TO THE REQUIREMENT OF COM-  
PETITIVE BIDDING PURSUANT TO METRO CODE 2.04.060 AND  
APPROVING A SOLE SOURCE AGREEMENT WITH CEIP

Date: August 21, 1990

Presented by: Andrew Cotugno

PROPOSED ACTION

Exemption of a one-year sole-source agreement with the CEIP for an intern to do a special RLIS project from the competitive bidding process and approval of the agreement, as shown in Exhibit A to the resolution.

ACTUAL BACKGROUND AND ANALYSIS

For several years the Transportation Department summer intern program has been staffed by college students and young professionals employed by CEIP.

CEIP is the only nonprofit environmental intern program in the nation. CEIP screens and employs these young people while they work for us. It is a national organization and attracts applicants throughout the country.

CEIP/Pacific Northwest has been sole-source approved by Tri-Met, the Washington State Department of Transportation, City of Seattle, Seattle Metro, King County, National Park Service and others. There is no similar organization in the Portland region.

The benefits to us are that we do not have to advertise or screen applicants and are able to interview and choose people that best suit our needs from a nationwide pool. We pay CEIP an hourly wage rate and administrative fee that includes fringes and insurance.

One Assistant Transportation Planner over the 52-week period working 40 hours per week at \$8.00/hour would cost the department \$32,528 if hired as a Metro employee directly (excluding recruitment costs). The CEIP costs including administrative fee are \$24,775.

The Transportation Department has committed to completing the Council redistricting by June 1991. Another staff person is essential to that effort and was provided for in the FY 90-91

budget as an intern provided by CEIP. Contracting with CEIP allows us to have the best person with an economy of time and expense.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 90-1318.

**INTERGOVERNMENTAL RELATIONS COMMITTEE REPORT**

RESOLUTION NO. 90-1318, FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO THE REQUIREMENT OF COMPETITIVE BIDDING PURSUANT TO METRO CODE 2.04.060 AND APPROVING A SOLE SOURCE AGREEMENT WITH CEIP

Date: August 29, 1990

Presented by: Councilor Gardner

COMMITTEE RECOMMENDATION: At the August 28, 1990, Intergovernmental Relations Committee meeting, Councilors Bauer, Devlin, Hansen and myself voted unanimously to recommend Council adopt Resolution No. 90-1318. Councilor McFarland was excused.

COMMITTEE DISCUSSION/ISSUES: Transportation Department Director Andy Cotugno presented Resolution No. 90-1318 which approves a sole source contract with CEIP to provide a one-year intern for the RLIS (Regional Land Information System) project.

CEIP is the only non-profit firm specializing in recruiting and placing college students and young professionals in the environmental field. Transportation has used CEIP to locate summer interns because it is less expensive than the department hiring staff directly and the placement results have been excellent. The department's FY90-91 budget includes funds for the proposed RLIS intern, whose primary work would be to support Council reapportionment. The Committee did not raise any questions or concerns regarding the contract or project.

jpmsix  
a:\901318.cr

## THE CEIP FUND, INC.

THIS AGREEMENT, made and entered into between EIP/ , hereinafter called EIP, a division of The CEIP Fund, Inc., a Massachusetts corporation, and the Metropolitan Service District , hereinafter called the "Contractor."

WHEREAS, EIP desires to promote professional development through assignment of individuals on a short-term basis with agencies, organizations and corporations and,

WHEREAS, the Contractor has projects to complete and believes that it can provide a reasonable learning situation for such individuals on the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, EIP and the Contractor agree as follows:

**1. TERM**

The term of this Agreement shall be for a 39 -week period to occur within the dates of October 1, 1990 - June 30, 1991 , plus a suitable period prior to these dates for referral of candidates.

**2. DUTIES OF CONTRACTOR**

- a. The Contractor agrees to review candidates referred by EIP for the project involving GIS software work in support of tasks carried out by the Data Resource Center in re-apportioning Metro Council districts using census data.
- b. The Contractor agrees to supervise the Associate assigned by EIP who is acceptable to Contractor for the term set forth in Section 1 of this Agreement, and to allow the Associate to attend EIP meetings which are a part of EIP's educational program, which is one business day plus suitable travel time.
- c. The Contractor agrees to reimburse said Associate for out-of-pocket expenses, such as for project-related travel and materials, when such expenses are required for the satisfactory completion of the project, and have been approved by the Contractor.

**3. DUTIES OF EIP**

- a. EIP agrees to screen candidates from its applicant pool and to refer to Contractor its most qualified candidates for Contractor's review.
- b. EIP agrees to assign an Associate acceptable to Contractor for the term set forth in Section 1 of this Agreement, and to pay the Associate \$ 320.00 per week on a bi-weekly basis for 39 weeks.
- c. EIP agrees to provide to the Associate, at various times throughout the year, regional meetings, seminars where geographically feasible, and on-site visits, as a part of its educational programs.
- d. EIP shall have no liability to the Contractor for failure to supply suitable candidates.

**4. COST**

The total cost of the Associate project to Contractor shall be \$15,049,00 , which represents the total of the compensation, payroll taxes and insurance for said Associate, plus an administrative fee of \$ 3,483.00 relating to the recruitment for and administration of the project. The preparation and filing of withholding statements and similar forms are payroll matters which are solely the responsibility of EIP. In the event that a candidate referred by EIP is hired by Contractor independently, either to avoid participation in EIP or to enroll said Associate on Contractor's payroll, Contractor shall be liable for the portion of the cost relating to the administrative fee.

**5. PAYMENT BY CONTRACTOR**

No invoice shall be submitted to Contractor until an Associate is assigned. Upon assignment of Associate, represented by submission to Contractor of a copy of a letter confirming assignment of the Associate with Contractor signed by EIP, Contractor shall become liable for payment of a deposit of no less than the administrative fee plus four week's salary and taxes of the Associate. The remaining portion of the total cost is due at regular intervals and payable in full no later than completion of Associate project. Payment from contractor shall always be within thirty (30) days of the date of an EIP invoice. In the event that a balance remains due for a period greater than 45 days from the invoice date, Contractor becomes liable for finance charges of 2% above the prime rate determined by starting 30 days after the invoice date.

**6. INSURANCE**

During the performance of services described in this Agreement, EIP shall cover the Associate by workers' compensation policy in accordance with the requirements of the state in which the Associate is assigned, and by an employer's liability policy limited to the amount of \$1,000,000. Any liability in excess of this amount required by Contractor shall be the responsibility of the Contractor.

**7. TERMINATION**

Without waiving any other rights it may have, EIP reserves the right to recall the Associate in the event of failure by the Contractor to perform any of its obligations herein. Contractor may, if it reasonably determines that the Associate is inadequately or incompetently performing the work assigned pursuant to this Agreement, send written notice of intent to terminate ten (10) days in advance, along with election as to whether or not it wishes work to be continued on the project through the assignment of another individual. If Contractor elects not to continue, this Agreement shall terminate and any amount due from Contractor as set forth in Section 4 shall be adjusted accordingly. Any payments made by Contractor in excess of that required for the compensation of the Associate for work to date shall be adjusted and refunded to Contractor. If Contractor elects to terminate, or if the Associate works on the project less than four (4) weeks of the term, Contractor is liable for a reduced administrative fee of \$500. If said notice is accompanied by the Contractor's election to have work continued (or no such election accompanies said notice), EIP shall make reasonable efforts to refer other candidates to the Contractor for the unexpired portion of the term. EIP shall make reasonable efforts to refer other candidates if the Associate for any other reason fails to complete the term. EIP shall have no liability to the Contractor for failure to provide additional candidates or for unsatisfactory work performed by any Associate. If Associate project lasts more than four (4) weeks, Contractor is liable for the full administrative fee.

**8. ACKNOWLEDGEMENT**

Publication of any work by the Contractor (direct or indirect) of the Associate's efforts shall include, when appropriate, acknowledgement of the participation of EIP and proper credit to said Associate. Any publication shall be at the sole discretion of the Contractor.

**9. INFORMATION DISCLOSURE**

In the course of the Associate's assignment, the Associate might have exposure and/or access to valuable proprietary and confidential information of the Contractor. Contractor shall be responsible for obtaining and enforcing any agreement concerning proprietary information from the Associate.

**10. REFERRAL OF CANDIDATES**

Candidates for projects will be referred without regard to race, age, religion, national origin, political or union affiliation, marital status or sex. Physical or mental handicaps will be considered only as they may relate to bona fide job requirements.

**11. RIGHT TO AMENDMENTS**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Regional Director, EIP

\_\_\_\_\_  
by (Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A

to the  
A G R E E M E N T  
between  
THE CEIP FUND, INC.  
and  
METROPOLITAN SERVICE DISTRICT

1. CEIP agrees to indemnify and hold harmless Contractor, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with CEIP's performance of this agreement and the performance of any CEIP Associate assigned to Contractor by CEIP.
2. Contractor shall have the right to terminate this agreement and to suspend any CEIP Associate assigned to it immediately and without notice in the event that such Associate's behavior or actions would be grounds for termination or suspension under Contractor's Personnel Rules.



# GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 901 371

BUDGET CODE NO. 140 121100 524190

FUND: \_\_\_\_\_ DEPARTMENT: Trans

(IF MORE THAN ONE) \_\_\_\_\_

SOURCE CODE (IF REVENUE) \_\_\_\_\_

### INSTRUCTIONS

- OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
- COMPLETE SUMMARY FORM.
- IF CONTRACT IS —
  - SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
  - UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
  - OVER \$2,500, ATTACH QUOTES, EVAL. FORM, NOTIFICATION OF REJECTION, ETC.
  - OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
- PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT CEIP Intern for Council Reapportionment

2. TYPE OF EXPENSE
- |   |   |                                       |
|---|---|---------------------------------------|
| <input checked="" type="checkbox"/> PERSONAL SERVICES | <input type="checkbox"/> LABOR AND MATERIALS          | <input type="checkbox"/> PROCUREMENT  |
| <input type="checkbox"/> PASS THROUGH AGREEMENT       | <input type="checkbox"/> INTER-GOVERNMENTAL AGREEMENT | <input type="checkbox"/> CONSTRUCTION |
|   |   | <input type="checkbox"/> OTHER        |

OR

TYPE OF REVENUE  GRANT  CONTRACT  OTHER

3. TYPE OF ACTION
- |  |   |
|--|---|
| <input checked="" type="checkbox"/> CHANGE IN COST   | <input type="checkbox"/> CHANGE IN WORK SCOPE |
| <input checked="" type="checkbox"/> CHANGE IN TIMING | <input type="checkbox"/> NEW CONTRACT         |

4. PARTIES Metro / CEIP

5. EFFECTIVE DATE 7-20-90 TERMINATION DATE 6-30-91  
(THIS IS A CHANGE FROM 9-21-90)

6. EXTENT OF TOTAL COMMITMENT:

ORIGINAL/NEW	\$ <u>62,430.00</u>
PREV. AMEND	_____
THIS AMEND	<u>18,532</u>
<b>TOTAL</b>	<b>\$ <u>24,775.00</u></b>

### 7. BUDGET INFORMATION

- A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1991 \$ 24,775.00
- B. BUDGET LINE ITEM NAME Misc Prof Svc AMOUNT APPROPRIATED FOR CONTRACT \$ 24,775.00
- C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF \_\_\_\_\_, 19\_\_\_\_ \$ \_\_\_\_\_

### 8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

_____ SUBMITTED BY	\$ _____	<input type="checkbox"/> MBE
_____ SUBMITTED BY	\$ _____	<input type="checkbox"/> MBE
_____ SUBMITTED BY	\$ _____	<input type="checkbox"/> MBE

9. NUMBER AND LOCATION OF ORIGINALS \_\_\_\_\_



10. A. APPROVED BY STATE/FEDERAL AGENCIES?  YES  NO  NOT APPLICABLE  
 B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT  YES  NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS?  YES  NO  
 IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION \_\_\_\_\_
12. WILL INSURANCE CERTIFICATE BE REQUIRED?  YES  NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED?  YES  NOT APPLICABLE  
 TYPE OF BOND \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_  
 TYPE OF BOND \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
- |            |               |                              |
|------------|---------------|------------------------------|
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
15. IF THE CONTRACT IS OVER \$10,000  
 A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?  
 YES  NO
- B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?  
 YES DATE \_\_\_\_\_ INITIAL \_\_\_\_\_

16. COMMENTS:

## GRANT/CONTRACT APPROVAL

INTERNAL REVIEW

*J. Colquhoun*  
 DEPARTMENT HEAD

*Donald F. Craft*  
 FISCAL REVIEW 8/21/90

BUDGET REVIEW

CONTRACT REVIEW BOARD

(IF REQUIRED) DATE \_\_\_\_\_

1. \_\_\_\_\_  
COUNCILOR
2. \_\_\_\_\_  
COUNCILOR
3. \_\_\_\_\_  
COUNCILOR

COUNCIL REVIEW

(IF REQUIRED)

DATE \_\_\_\_\_

LEGAL COUNSEL REVIEW AS NEEDED:

- A. DEVIATION TO CONTRACT FORM \_\_\_\_\_
- B. CONTRACTS OVER \$10,000 \_\_\_\_\_
- C. CONTRACTS BETWEEN GOVERNMENT AGENCIES \_\_\_\_\_