

BEFORE THE CONTRACT REVIEW BOARD
OF THE METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING AN) RESOLUTION NO. 90-1335
EXEMPTION FROM METRO CODE SECTION) Introduced by Rena Cusma
2.04.060 FOR A SOLE SOURCE PURCHASE OF) Executive Officer
HEWLETT-PACKARD UPGRADE EQUIPMENT
FOR RLIS

WHEREAS, the Metropolitan Service District has embarked upon development of a Regional Land Information System (RLIS), covering the Portland metropolitan area, for the purpose of serving information needs of regional planning, member jurisdictions, citizenry, and the business community; and

WHEREAS, the initial procurement of RLIS equipment foresaw a three phase implementation path based on a system design concept of upgrading computer capacity on an incremental basis, as required due to growth in size of the RLIS database; and

WHEREAS, the initial selection of the computer system for RLIS was decided through a competitive procurement process which, among the factors considered, included the future cost of system expansion and Hewlett-Packard was selected partly due to modular expansion capabilities and their demonstrated commitment to upward compatibility of software to system upgrades and expansion; and

WHEREAS, the size and complexity of the RLIS database is growing rapidly as mapping products are being delivered by the contractor serving on this project and by the RLIS staff, and

WHEREAS, there are funds available in the current fiscal year budget to provide for this upgrade; and

WHEREAS, the manufacturer of these internal computer components, Hewlett-Packard, is the only source, and

WHEREAS, Section 2.04.060 of the Metro Code requires that the Council must approve sole source purchases of this amount; now, therefore,

BE IT RESOLVED,

That the purchase of upgrade equipment for the RLIS computer system from Hewlett-Packard in the amount of \$29,839 as a sole source contract is hereby authorized pursuant to Metro Code Section 2.04.060 (a).

ADOPTED by the Council of the Metropolitan Service District this
11th day of October, 1990.


Tanva Collier, Presiding Officer

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 90-1335 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION FROM METRO CODE SECTION 2.04.060 FOR A SOLE SOURCE PURCHASE OF HEWLETT-PACKARD UPGRADE EQUIPMENT FOR RLIS

Date: October 9, 1990

Presented by Dick Bolen

FACTUAL BACKGROUND AND ANALYSIS

The FY 90-91 budget includes \$37,000 to upgrade the RLIS computer system, at such time as is warranted by increased workload. This "grow as you go" concept is intended to avoid the cost of over-sizing computer capacity and to be in step with the rapid evolution of today's computer industry. The size of the RLIS database is growing daily, with the mapping contractor, David Evans and Associates, delivering 125 quarter-sections per month.

The system is beginning to show signs of faltering and we have been waiting for Hewlett-Packard to announce availability of the latest Motorola computer chip (the 68040) on their systems. This upgrade will be available in November and as an inducement for upgrading early, the cost will be \$6,550 less than the \$37,000 quoted for the FY 90-91 budget preparation. This new CPU chip will increase operational speed by a factor of nearly 3 -- from 8 MIPS to 22. This purchase will also add memory to the system, an item we skimmed on last year to keep system costs within budget. This shortage of memory is a major reason for the degradation we are currently experiencing when several users are working on large files simultaneously.

The only source of this equipment is from the manufacturer, Hewlett-Packard. Therefore, due to the requirement of Section 2.04.060 of the Metro Code, Contract Review Board approval is necessary.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 90-1335.



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

DATE: September 28, 1990

TO: Karen Thackston

FROM: Dick Bolen

RE: UPGRADE OF RLIS HP COMPUTERS

This is a request to purchase the following upgrades to the Hewlett-Packard computer workstations being used for the RLIS project. In the FY 90-91 budget \$37,000 was budgeted for this purpose. The attached quote from HP is for \$29,839.

These prices are available for a limited time from HP to induce their customers to upgrade to the new more powerful CPU's now available. HP is the only source of these internal components and it is therefore not possible to obtain quotes from other vendors. This would be like trying to get Chevy motors from Ford.



**HEWLETT
PACKARD
QUOTATION**

Quote Number: 1111-05953
Metropolitan Service District
Quote Date: AUG 8, 1990
Last Revised: 08-08-90 16:53

RECEIVED AUG 10 1990

PAGE 1 OF 6

Customer: Metropolitan Service District
2000 S.W. First Avenue
Portland, OR. 97201

HP Contact: Jim Gianotti
Hewlett-Packard Company
9255 S.W. Pioneer Court
Wilsonville, OR 97070
(503) 682-8137

Terms: Net 30 days, subject to credit approval.
All prices are for U.S.A. end use only.
All prices are firm for 30 days.
This quotation is subject to the terms and
conditions on HP form number E10 - R870701.

FOB: Destination

Please Submit Purchase Order to:

Hewlett-Packard Company
9255 S.W. Pioneer Court
Wilsonville, OR 97070

Authorized by: Marta Hammel
Sales Support Supervisor



**HEWLETT
PACKARD**

QUOTATION

Quote Number: 1111-05953
Metropolitan Service District
Quote Date: AUG 8, 1990
Last Revised: 08-08-90 16:53

SUMMARY

PAGE 2 OF 6

	<u>Net Price</u>	<u>Monthly Charge</u>
Hardware:	\$29,839.80	
Software:	\$0.00	
Hardware Support:		\$8.00
Software Support:		\$0.00
Single Event Support:	\$0.00	
Manuals:	\$0.00	
Other:	<u>\$0.00</u>	<u>\$0.00</u>
	\$29,839.80	\$8.00

The Buyer below agrees to purchase the products and services listed herein and summarized on this page.

Buyer: _____

Title: _____

Earliest Acceptable Delivery: _____

Invoice To(*): _____

* Please note if the ship-to address differs from the invoice address.



HEWLETT PACKARD

QUOTATION

Quote Number: 1111-05953
 Metropolitan Service District
 Quote Date: AUG 8, 1990
 Last Revised: 08-08-90 16:53

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Item	Qty	Product Description	Suffix	Unit Price	Extended Price	
		SERVER				
0100	1	98244C		12,995.00		
		Discount	18.00%	-2,339.10		
		Net Price		10,655.90	10,655.90	
		Model 330/350/360/370 to 375 upgrade.				
		Delivery = 9 weeks				
		Purchase Agreement No:	AlH14	Exp:	12/15/90	
	1	Option OJO		-4,000.00		
		Discount	18.00%	720.00		
		Net Price		-3,280.00	-3,280.00	
		Credit for return of system I/F & CPU bd				
		Delivery = 9 weeks				
	1	Option 132		15,000.00		
		Discount	18.00%	-2,700.00		
		Net Price		12,300.00	12,300.00	
		Adds additional 24 Mbytes of ECC RAM.				
		Delivery = 9 weeks				
0200	1	98258CN		-3,000.00		
		Discount	18.00%	540.00		
		Net Price		-2,460.00	-2,460.00	
		Return credit for 12 Mbyte RAM board.				
		Delivery = 9 weeks				
		Purchase Agreement No:	AlH14	Exp:	12/15/90	
0300	1	98248BN		-600.00		
		Discount	18.00%	108.00		
		Net Price		-492.00	-492.00	
		Return credit for flt. pt. accelerator.				
		Delivery = 9 weeks				
		Purchase Agreement No:	AlH14	Exp:	12/15/90	
		*** SERVER SUBTOTAL:				\$16,723.90



HEWLETT PACKARD

QUOTATION

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PAGE 4 OF 6

Item	Qty	Product Description	Suffix	Unit Price	Extended Price	
		NODE				
0400	1	98244C		12,995.00		
		Discount	18.00%	-2,339.10		
		Net Price		10,655.90	10,655.90	
		Model 330/350/360/370 to 375 upgrade.				
		Delivery = 9 weeks				
		Purchase Agreement No: ALH14 Exp: 12/15/90				
	1	Option 0J0		-4,000.00		
		Discount	18.00%	720.00		
		Net Price		-3,280.00	-3,280.00	
		Credit for return of system I/F & CPU bd				
		Delivery = 9 weeks				
	1	Option 116		5,000.00		
		Discount	18.00%	-900.00		
		Net Price		4,100.00	4,100.00	
		Adds additional 8 Mbytes of ECC RAM.				
		Delivery = 9 weeks				
0500	1	98264AN		-2,000.00		
		Discount	18.00%	360.00		
		Net Price		-1,640.00	-1,640.00	
		Return credit for 8 Mbyte RAM board.				
		Delivery = 9 weeks				
		Purchase Agreement No: ALH14 Exp: 12/15/90				
0600	2	98244E		2,000.00		
		Discount	18.00%	-360.00		
		Net Price		1,640.00	3,280.00	
		HP9000 Model 375 68040 system upgrade.				
		Delivery = TBA				
		Purchase Agreement No: ALH14 Exp: 12/15/90				
		*** NODE SUBTOTAL:				\$13,115.90
		*** GROSS AMOUNT:				\$36,390.00
		*** LESS DISCOUNT:				-\$6,550.20
		*** GRAND TOTAL:				\$29,839.80

Please indicate on your purchase order if a Support Services Agreement is to be purchased concurrently with the



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Item	Qty	Product Description	Suffix	Unit Price	Extended Price
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products. Service will begin at warranty expiration.

The item(s) set forth herein are commercial item(s). The prices quoted are not in excess of the prices published in the current price list, less discount.

Discounts are dependent upon your current purchase agreement and will be reviewed and finalized upon receipt of your formal purchase order.

Prices quoted are subject to and reflect applicable discounts per purchase agreement AlH14 between Hewlett-Packard Company and Metropolitan Service District.

Expiration Date: 12/15/90



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02C HP SuccessLine Next Day Support
Includes all features of HP SuccessLine
support with next day response for
calls received between 8:00 am to
5:00 pm.

02C SUPPORTED ITEMS:

Item	Description/ Product	Qty	MONTHLY CHARGE AMOUNTS		
			Std Unit Charge	Options Charge Ref	Extended Charge
0100	Model 330/350/360/370 to 375 upgrade. 98244C	1	0.00	0.00 A	0.00
	Adds additional 24 Mbytes of ECC RAM. Option 132	1	6.00	0.00 A	6.00
0400	Model 330/350/360/370 to 375 upgrade. 98244C	1	0.00	0.00 A	0.00
	Adds additional 8 Mbytes of ECC RAM. Option 116	1	2.00	0.00 A	2.00
0600	HP9000 Model 375 68040 system upgrade. 98244E	2	0.00	0.00 A	0.00
PER MONTH TOTAL 02C SUPPORT:					8.00

OPTIONS REFERENCE FOR 02C SUPPORTED ITEMS

A: Coverage days: Mon-Fri, excldg. HP Holiday.
Coverage hours: 8:00 a.m. to 5:00 p.m.
Response time: 0-1 day
Zone 1: 0-25 miles.

HP TERMS AND CONDITIONS OF SALE

1. PRICE QUOTATIONS

- a) Unless otherwise agreed to in writing by HP, all quotations expire thirty (30) days after the date of the quotation or, if earlier, the end of the ordering period of any purchase agreement against which the quotation is issued. All prices quoted are valid only if Buyer's requested delivery date (including any change orders) is within six (6) months of the date on which the original order is placed.
- b) Unless otherwise agreed to in writing by HP, all prices quoted are exclusive of all taxes (except taxes levied against HP's income) including state and local use, sales, property (ad valorem) and similar taxes. Buyer agrees to pay such taxes unless Buyer has provided HP with an exemption resale certificate in the appropriate form for the jurisdiction of Buyer's place of business and any jurisdiction to which equipment is to be directly shipped hereunder or unless such sale is otherwise exempt from such taxes. When applicable, such taxes shall appear as a separate item on HP's invoice.

2. PAYMENT AND SECURITY TERMS

Unless otherwise agreed to in writing by HP, Buyer shall pay all invoices issued within thirty (30) days from the date of invoice. HP reserves the right to change the credit terms at any time, when in HP's opinion Buyer's financial condition or previous payment record so warrants.

Should Buyer become delinquent in the payment of any sum due HP, after ten (10) days from the date of written notice to Buyer, HP shall not be obligated to continue performance under any agreement with Buyer.

Buyer hereby grants and HP reserves a purchase money security interest in each product purchased hereunder, and in any proceeds thereof, for the amount of its purchase price. Upon request by HP, Buyer shall sign any document required to perfect such security interest. Payment in full of the purchase price of any product purchased hereunder shall release the security interest on that product.

3. DELIVERY DATES

Shipments of any products purchased are subject to HP's availability schedule. HP shall make every reasonable effort to meet any delivery date(s) quoted or acknowledged. However, HP will not be liable for its failure to meet such date(s).

4. DELAYS IN PERFORMANCE

HP shall not be liable for any delay in performance hereunder due to unforeseen circumstances or due to causes beyond its control including, but not limited to, acts of nature, acts of government, labor disputes, delays in transportation, and delays in delivery or inability to deliver by HP's suppliers.

5. SHIPMENT, RISK OF LOSS AND PACKING

- a) All prices include HP standard transportation and routing to any U.S. destination unless otherwise agreed to in writing by HP. Buyer shall pay all rigging and accessorial charges.
- b) HP shall ship in accordance with HP's standard practices. Buyer may specify different shipping instructions subject to agreement by HP, and Buyer shall be subject to an additional charge. Shipments moving under Buyer instructions shall be freight collect unless otherwise agreed to by HP.
- c) Title to the products and risk of loss and damage shall pass to Buyer at destination. However, when products are shipped under Buyer's shipping instructions, title and risk of loss and damage shall pass to Buyer at HP's plant.
- d) Unless otherwise agreed to in writing by HP, all products shall be packed, if appropriate, for shipment and storage in accordance with standard commercial practices. All packing shall conform to requirements of carrier's tariffs.

6. ORDER OF PRECEDENCE

- a) These Terms and Conditions of Sale and any attachments take precedence over Buyer's additional or different terms and conditions, to which notice of objection is hereby given. Acceptance by Buyer is limited to these terms and conditions. Neither HP's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions.
- b) Buyer's purchase of HP products hereunder represents acceptance of these Terms and Conditions of Sale and any attachments, which together constitute the entire understanding between the parties and supersede any previous communications, representations, or agreements by either party whether verbal or

HP TERMS AND CONDITIONS OF SALE

written. No change or modification of any of the terms or conditions herein shall be valid or binding on either party unless in writing and signed by an authorized representative of each party.

7. CHANGES, CANCELLATIONS AND RETURNS

- a) If Buyer issues a change order causing a delivery delay or cancels an order less than sixty (60) days prior to scheduled shipment, Buyer shall be subject to up to a five percent (5%) charge based upon the list purchase price of the HP products.
- b) In addition, any such change in delivery dates caused by Buyer establishing a delivery date greater than six (6) months from Buyer's original order date shall constitute a new order for the affected products in determining the appropriate list price.
- c) If Buyer cancels an order for special equipment or services any time after the order is received by HP, Buyer may be subject to an additional charge. Special equipment or services are those items not set forth in HP's current price list.
- d) If Buyer receives authorization from HP to return a product for credit, Buyer shall be subject to a restocking charge of five percent (5%) of the original list purchase price, but not less than \$50.00 per product.

8. ACCEPTANCE OF PRODUCTS

Acceptance shall be accomplished by using applicable test procedures or programs established by HP. If installation by HP is not included in the purchase price, acceptance shall be at the time of completion of final tests at HP's plant. If in Buyer's order Buyer has indicated its intention to witness final tests, HP shall give Buyer at least five (5) days advance notice of the date of such tests. HP shall notify Buyer of any additional charges that may be associated with witnessing such tests. If installation by HP is included in the purchase price, acceptance shall occur at the installation site when HP demonstrates that the applicable diagnostic or verification programs work properly or the product is otherwise demonstrated to be in normal operating condition. If installation is scheduled or delayed by Buyer more than thirty (30) days after delivery, Buyer shall be deemed to have accepted the products on the thirty-first (31st) day from the date of delivery.

9. PATENT AND COPYRIGHT INDEMNITY

- a) HP shall, except as otherwise provided below, defend or settle any claim made or any suit or proceeding brought against Buyer so far as it is based on an allegation that any product furnished hereunder infringes a patent or copyright of the country in which Buyer takes delivery of said product, if notified promptly in writing and given information, assistance and the sole authority to defend or settle same at HP's expense, and HP shall pay all damages and costs finally awarded therein against Buyer. In case said product is in such suit held to infringe and the use of said product is enjoined, or in the case of a settlement as referred to above, HP shall have the option, at its own expense, to procure for Buyer the right to continue using said product; or replace same with a non-infringing product; or modify same so it becomes non-infringing; or refund the depreciated value of said product and accept return of same. HP shall have no liability for any infringement of patents, copyrights, trademarks or other intellectual property rights resulting from compliance with Buyer's designs, specifications, or instructions; from modification of said product; from use of said product other than as specified in relevant HP publications or from use of said product with products not supplied by HP.
- b) With respect to any product furnished hereunder for OEM purposes, when Buyer sells said product to a customer, the Buyer's customer shall have the rights under paragraph 9.a) with the respect to the patents of the country in which the Buyer's customer takes delivery of said product, provided Buyer's customer assumes the obligation under this paragraph 9, and Buyer's right shall extend to the patents of the country in which Buyer's customer takes delivery of said product.
- c) The foregoing states the entire liability of HP for infringement of intellectual property rights by products furnished hereunder.

10. COPYRIGHTED MATERIALS

Unless otherwise agreed to in writing by HP, copyrighted materials (software and printed documentation) may not be copied except for archive purposes, to replace a defective copy, or for program error verification.

HP TERMS AND CONDITIONS OF SALE

11. LICENSED PRODUCTS-SOFTWARE

With respect to those products which HP licenses (software and related documentation) and which are supplied hereunder, the word "purchase" or similar or derivative words is understood to mean "license," and "Buyer" or derivative words is understood to mean "Licensee." Title to licensed products shall remain with HP, notwithstanding anything to the contrary herein. Licensing of any software from HP shall be subject to HP's Software License Terms current as of the date of Buyer's purchase agreement or purchase order if there is no agreement.

12. WARRANTY

HP hardware products are warranted against defects in materials and workmanship. If HP receives notice of such defects during the warranty period, HP shall, at its option, either repair or replace hardware products which prove to be defective. Some newly manufactured products purchased hereunder may contain selected remanufactured parts equivalent to new in performance.

HP software and firmware products which are designated by HP for use with a hardware product, when properly installed on that hardware product, are warranted not to fail to execute their programming instructions due to defects in materials and workmanship. If HP receives notice of such defects during the warranty period, HP shall repair or replace software media and firmware which do not execute their programming instructions due to such defects. HP does not warrant that the operation of the software, firmware or hardware shall be uninterrupted or error free.

If HP is unable, within a reasonable time, to repair or replace any product to a condition as warranted, Buyer shall be entitled to a refund of the purchase price upon return of the product to HP.

- a) **SUPPLEMENTAL STATEMENT:** Supplemental statements setting forth the duration and implementation of warranty and installation applicable to purchased products are incorporated herein.
- b) **DURATION AND COMMENCEMENT OF WARRANTY PERIOD:** The warranty period for each product is specified in the supplemental statement of warranty and installation. The warranty period begins either on the date of delivery or, where the purchase price includes installation by HP, on the date of installation. If Buyer schedules or delays installation more than thirty (30) days after delivery, the warranty period begins on the thirty-first (31st) day from the date of delivery.
- c) **PLACE OF PERFORMANCE:** Within HP service travel areas, warranty and installation services for products installed by HP and certain other products designated by HP will be performed at Buyer's facility at no charge. Outside HP service travel areas, warranty and installation services will be performed at Buyer's facility only upon HP's prior agreement and Buyer shall pay HP's round trip travel expenses and applicable additional expenses for such services.

On-site warranty services are provided only at the initial installation point. If products eligible for on-site warranty and installation services are moved from the initial installation point, the warranty will remain in effect only if Buyer purchases additional inspection or installation services at the new site.

For product warranties requiring return to HP, products must be returned to the service facility designated by HP. Portable products (battery powered) and products purchased under HP's international prices can be returned to the closest authorized HP repair depot worldwide. All other products with return to HP warranty must be returned to one of the authorized repair depots within the country of original purchase. Buyer shall prepay shipping charges (and shall pay all duties and taxes) for products returned to HP for warranty service. Except for products returned to Buyer from another country, HP shall pay for return of products to Buyer.

Installation and on-site warranty services outside the country of initial purchase are included in HP's product price only if Buyer pays HP's international prices. Service outside the country of initial purchase is subject to the conditions regarding HP's service travel areas and initial installation point described above.

- d) **LIMITATION OF WARRANTY:** The foregoing warranty shall not apply to defects resulting from:
(1) Improper or inadequate maintenance by Buyer; (2) Buyer-supplied software or interfacing;
(3) Unauthorized modification or misuse; (4) Operation outside of the environmental specifications for the product; or, (5) Improper site preparation and maintenance.

THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

HP TERMS AND CONDITIONS OF SALE

13. LIMITATION OF REMEDIES AND LIABILITY

THE REMEDIES PROVIDED HEREIN ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL HP BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

The foregoing limitation of liability shall not apply in the event that any HP product sold hereunder is determined by a court of competent jurisdiction to be defective and to have directly caused bodily injury, death or property damage; provided, that in no event shall HP's liability for property damage exceed the greater of \$50,000 or the purchase price of the specific product that caused such damage.

14. NUCLEAR AND AVIATION APPLICATIONS

HP products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance, operation or use of any nuclear facility nor for the flight, navigation or communication of aircraft or ground support equipment. Any Buyer using HP products for these applications agrees that, except as otherwise provided herein, HP is not liable, in whole or in part, for any claims or damages arising from such use. If Buyer uses HP products for these applications, Buyer agrees to indemnify and hold HP harmless from any claims for loss, cost, damage, expense or liability arising out of or in connection with the use and performance of HP's products in such nuclear or aviation applications. Test equipment used in a static application which is not a functional part, component or assembly of an aircraft and is not attached to or utilized in the flight of an aircraft is not subject to this paragraph.

15. MISCELLANEOUS

- a) Except as may be prohibited by bankruptcy laws, in the event of any insolvency or inability to pay debts as they become due by a party hereto, or voluntary or involuntary bankruptcy proceeding by or against a party hereto, or appointment of a receiver or assignee for the benefit of creditors, the other party may elect to cancel any unfulfilled obligations hereunder.
- b) Any required notices shall be given in writing at the address of each party set forth in the attachments hereto, or to such other address as either party may substitute by written notice to the other.
- c) Neither party may assign any rights or obligations hereunder without the prior consent of the other.
- d) HP's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.
- e) No U.S. Government Procurement Regulations shall be included hereunder and binding on either party unless specifically agreed to in writing prior to incorporation herein.
- f) Stenographical, typographical and clerical errors are subject to correction.
- g) Unless otherwise agreed to by HP, Buyers who export from the U.S. products purchased hereunder assume all responsibility for obtaining any required export authorizations. Buyer shall not export or re-export technical data supplied by HP, or the direct product of such data, in violation of applicable export regulations.
- h) Any disputes arising in connection with these Terms and Conditions of Sale and any attachments will be governed by and construed in accordance with the laws of the State of California. The Courts within the State of California will have jurisdiction.



GRANT/CONTRACT SUMMARY

METRO METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 901 475

BUDGET CODE NO. 140 121100 571500 42431

FUND: Trans 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: Sole Source - Upgrade of Hewlett-Packard Computer Equipment

2. TYPE OF EXPENSE

<input type="checkbox"/> PERSONAL SERVICES	<input type="checkbox"/> LABOR AND MATERIALS	<input checked="" 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 type="checkbox"/> CHANGE IN COST	<input type="checkbox"/> CHANGE IN WORK SCOPE
<input type="checkbox"/> CHANGE IN TIMING	<input checked="" type="checkbox"/> NEW CONTRACT

4. PARTIES Metro / Hewlett-Packard

5. EFFECTIVE DATE _____ TERMINATION DATE _____
(THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT:

ORIGINAL/NEW	\$ <u>29,839.80</u>
PREV. AMEND	_____
THIS AMEND	_____
TOTAL	\$ <u>29,839.80</u>

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1988 \$ _____

B. BUDGET LINE ITEM NAME Capital AMOUNT APPROPRIATED FOR CONTRACT \$ 37,000.00

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF 10-3, 1990 \$ 38,980.00

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

SUBMITTED BY <u>Sole Source</u>	\$ _____	<input type="checkbox"/> MBE
AMOUNT		
SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
AMOUNT		
SUBMITTED BY _____	\$ _____	<input type="checkbox"/> MBE
AMOUNT		

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

<p>INTERNAL REVIEW</p> <p><i>[Signature]</i> DEPARTMENT HEAD</p> <p><i>Donald R. [Signature]</i> FISCAL REVIEW 10/2/80</p> <p><i>[Signature]</i> BUDGET REVIEW</p>	<p>CONTRACT REVIEW BOARD (IF REQUIRED) DATE _____</p> <p>1. _____ COUNCILOR</p> <p>2. _____ COUNCILOR</p> <p>3. _____ COUNCILOR</p>	<p>COUNCIL REVIEW (IF REQUIRED)</p> <p>DATE _____</p>
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- LEGAL COUNSEL REVIEW AS NEEDED:
- A. DEVIATION TO CONTRACT FORM _____
- B. CONTRACTS OVER \$10,000 _____
- C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

INTERGOVERNMENTAL RELATIONS COMMITTEE REPORT

**RESOLUTION NO. 90-1335, APPROVING A SOLE SOURCE PURCHASE OF HEWLETT
PACKARD UPGRADE EQUIPMENT AND PROVIDING FOR EXEMPTION FROM METRO
CODE CHAPTER 2.04.060(A)**

Date: October 10, 1990

Presented by: Councilor Devlin

COMMITTEE RECOMMENDATION: At the October 9, 1990, Intergovernmental Relations Committee meeting, Councilors Gardner, McFarland and myself voted unanimously to recommend Council adopt Resolution No. 90-1335. Councilors Bauer and Hansen were excused.

COMMITTEE DISCUSSION/ISSUES: Resolution No. 90-1335 approves purchase of Hewlett Packard computer equipment upgrades for the Regional Land Information System (RLIS) to respond to increased workload and memory demands on the system. As noted in the resolution's Staff Report, this year's budget includes \$37,000 for the equipment purchase, but a special Hewlett Packard sales inducement will allow Metro to buy the needed equipment at a \$6,550 savings. Purchasing the upgrade now to respond to growing user demands is consistent with the "grow as you go" concept endorsed by the Council earlier in approving continued RLIS development.

Hewlett Packard is the only manufacturer of the required RLIS equipment, making the purchase "sole source". Under Metro Code Chapter 2.04.060(a), the Council must approve any sole source purchase exceeding \$2,500. Committee members did not raise any questions about or express any concerns with the requested purchase.