

BEFORE THE CONTRACT REVIEW BOARD
OF THE METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 90-1340
AN EXEMPTION TO METRO CODE)
CHAPTER 2.04.044, COMPETITIVE) INTRODUCED BY RENA CUSMA,
BUILDING PROCEDURES, AND) EXECUTIVE OFFICER
AUTHORIZING A SOLE-SOURCE)
CONTRACT WITH INFORMATION)
SYSTEMS, INC. FOR CONSULTING)
SERVICES FOR WEIGHT SYSTEMS)
SOFTWARE AT SOLID WASTE)
DISPOSAL FACILITIES)

WHEREAS, The Metropolitan Service District (Metro) plans to implement a new policy in February 1991 to weigh all vehicles at all Metro solid waste disposal facilities; and

WHEREAS, Only commercial loads and self-haul trailer loads of solid waste arriving at the St. Johns Landfill and the Metro South Transfer Station are currently weighed and recorded through the use of computers; and

WHEREAS, computerization of self-haul disposal operations must be completed by February 1991 in order to achieve the weighing and recording of self-haul loads at all waste disposal facilities; and

WHEREAS, Information Services, Inc., under contract with Metro, designed, programmed, installed and serviced the programs and software used to weigh and record commercial loads of solid waste at Metro disposal facilities; and

WHEREAS, Metro's contract with Information Services, Inc. for providing consulting services for weight system software at Metro's solid waste disposal facilities has expired; and

WHEREAS, Metro has need of consulting services to install and service weight system software at existing and future solid waste disposal sites; and

WHEREAS, Information Services, Inc. is the only company that is qualified to perform the services as outlined in the contractual Scope of Work; and

WHEREAS, The Executive Officer has reviewed the contract with Information Services, Inc. to provide consulting services for weight system software at solid waste disposal facilities and hereby forwards the Agreement to the Council for approval; now, therefore,

BE IT RESOLVED,

1. The Contract Review Board hereby exempts the attached contract (Exhibit "A" hereto) with Information Services, Inc. from the competitive bidding requirement pursuant to Metro Code Chapter 2.04.060, because the board finds Information Services, Inc. is the sole provider of the required services.

ADOPTED by the Contract Review Board of the Metropolitan Service District this 8th day of November, 1990.

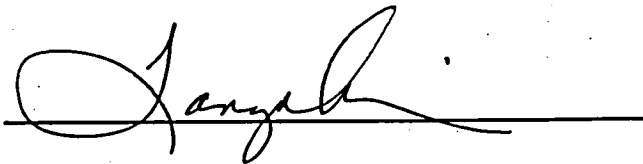


Exhibit A

Contract No. 901500

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this ____ day of _____ 19__, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO," whose address is 2000 S.W. First Avenue, Portland, OR 97201-5398, and Information Systems, Inc., hereinafter referred to as "CONTRACTOR," whose address is Mill Centre, Suite 210, 3000 Chestnut Avenue, Baltimore, Maryland 21211, for the period of July 1, 1990, through June 30, 1991, and for any extensions thereafter pursuant to written agreement of both parties.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work attached hereto as Attachment A;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if

such provision were a part of this Agreement, including but not limited to ORS 279.310 to 279.320.

Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws Chapter 684.

4. To maintain records relating to the Scope of work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;

5. To indemnify and hold METRO, its agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, with any patent infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors;

6. To comply with any other "Contract Provisions" attached hereto as so labeled; and

7. CONTRACTOR shall be an independent contractor for all purposes, shall be entitled to no compensation other than the compensation provided for in the Agreement. CONTRACTOR hereby certifies that it is the direct responsibility employer as provided in ORS 656.407 or a contributing employer as provided in ORS 656.411.

In the event CONTRACTOR is to perform the services described in this Agreement without the assistance of others, CONTRACTOR hereby agrees to file a joint declaration with METRO to the effect that CONTRACTOR services are those of an independent contractor as provided under Chapter 864 Oregon Laws, 1979.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of TWENTY-FIVE THOUSAND AND NO/100THS (\$ 25,000) DOLLARS and in the manner and at the time designated in the Scope of Work; and
2. To provide full information regarding its requirements for the Scope of Work.

BOTH PARTIES AGREE:

1. That METRO may terminate this Agreement upon giving CONTRACTOR five (5) days written notice without waiving any claims or remedies it may have against CONTRACTOR;
2. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to the date of termination; but shall not be liable for indirect or consequential damages;
3. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable

attorney's fees and court costs, including fees and costs on appeal to an appellate court;

4. That this Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and

5. That this Agreement may be amended only by the written agreement of both parties.

CONTRACTOR NAME

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Date: _____

Attachment A

SCOPE OF WORK

1. CONTRACTOR shall provide computer consulting services for the Weigh Master Computer System at the following METRO solid waste disposal sites:
 - a. St. Johns Landfill
9363 N. Columbia Boulevard
Portland, OR 97203
 - b. Metro East Transfer Station
6161 N.W. 61st
Portland, OR 97232
 - c. Metro South Transfer Station
2001 Washington St.
Oregon City, OR 97045
 - d. Metro Composting Facility
5437 N.E. Columbia Boulevard
Portland, OR 97218
2. CONTRACTOR shall provide unlimited telephone support for METRO's questions concerning the Weigh Master Computer System.
3. CONTRACTOR shall provide programming and training support for the term of the CONTRACT.
4. CONTRACTOR shall provide access to routine enhancements to the Weigh Master system at no charge.
5. CONTRACTOR shall provide access to major improvements, additions or other custom programming to the Weigh Master system at or below the then-current price of such improvements, additions, or custom programming.
6. CONTRACTOR shall provide additional consulting services, including on-site services, if necessary, not within the scope of service described above, upon written request from Metro at current rate sheet prices.
7. CONTRACTOR shall maintain, in concert with Metro, the confidentiality of the program and software systems, and to not knowingly or negligently sell, grant, convey, make available, or in any other manner disclose the software or programs provided to a third party.

SCHEDULE OF FEES

Site Licenses - Computer Software

- ▲ Metro East Station* \$ 5,000*
- ▲ Composter Facility 5,000

* If St. Johns Landfill closes within six (6) months of the opening of the Metro East Station, the site license for St. Johns Landfill shall be transferred to the Metro East Station at no cost.

Support Plan - Computer Software \$ 3,000/year

- ▲ St. Johns Landfill
- ▲ Metro South Station
- ▲ Metro East Station
- ▲ Composter Facility
- ▲ Additional Sites \$ 500/ year

Data Processing Services not to exceed \$17,000

Data processing services for computer software shall be on a time & materials basis as follows:

- ▲ Programmer/Analyst \$ 55/hour
- ▲ Systems Analyst 80/hour
- ▲ Clerical 25/hour

Other

- ▲ Travel (coach class) only actual cost reimbursable
- ▲ Meals (per diem \$25) " " " "
- ▲ Auto Rental (per diem \$60) " " " "
- ▲ Lodging (per diem \$75) " " " "



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 901500
 FUND. OPERATIONS DEPARTMENT: SOLID WASTE
 SOURCE CODE (IF REVENUE) _____

BUDGET CODE NO. 531-312430-524210-00000
 (IF MORE THAN ONE) 531-312330-524210-00000
531-312530-524210-00000
531-312630-521110-00000

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 To provide consulting services for Weight System Software at Solid Waste Disposal Facilities.

2. TYPE OF EXPENSE PERSONAL SERVICES LABOR AND MATERIALS PROCUREMENT
 PASS THROUGH AGREEMENT INTER-GOVERNMENTAL AGREEMENT CONSTRUCTION
 OTHER

OR

TYPE OF REVENUE GRANT CONTRACT OTHER

3. TYPE OF ACTION CHANGE IN COST CHANGE IN WORK SCOPE
 CHANGE IN TIMING NEW CONTRACT

4. PARTIES METRO and Information Systems, Inc.

5. EFFECTIVE DATE July 1, 1990 TERMINATION DATE June 30, 1991
 (THIS IS A CHANGE FROM N/A)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 25,000
 PREV. AMEND N/A
 THIS AMEND N/A
 TOTAL \$ 25,000.

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1988 1990-1991 \$ 25,000.
 B. BUDGET LINE ITEM NAME Data Processing Ser* AMOUNT APPROPRIATED FOR CONTRACT \$ 26,000.
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF October 16 1990 \$ 23,000.

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

SUBMITTED BY _____ \$ _____ AMOUNT MBE
 SUBMITTED BY _____ \$ _____ AMOUNT MBE
 SUBMITTED BY _____ \$ _____ AMOUNT MBE

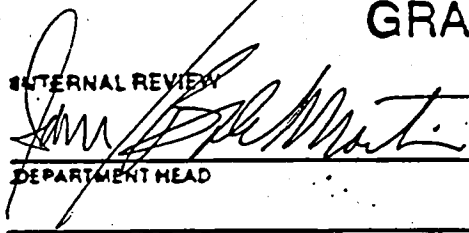
9. NUMBER AND LOCATION OF ORIGINALS _____

*and Computer Software (Compost Facility)

- 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: Sole Source contract. Only one company can provide services for Weight Master Computer Systems as required in contract scope and work

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW  DEPARTMENT HEAD _____ FISCAL REVIEW _____ BUDGET REVIEW _____	CONTRACT REVIEW BOARD (IF REQUIRED) DATE _____ 1. _____ COUNCILOR 2. _____ COUNCILOR 3. _____ COUNCILOR	COUNCIL REVIEW (IF REQUIRED) _____ DATE
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- LEGAL COUNSEL REVIEW AS NEEDED:
- A. DEVIATION TO CONTRACT FORM _____
- B. CONTRACTS OVER \$10,000 _____
- C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 90-1340 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.044, COMPETITIVE BIDDING PROCEDURES, AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH INFORMATION SYSTEMS, INC. FOR CONSULTING SERVICES FOR WEIGHT SYSTEMS SOFTWARE AT SOLID WASTE DISPOSAL FACILITIES

Date: OCTOBER 18, 1990

Presented by: SAM CHANDLER
RAY BARKER

PROPOSED ACTION

Adoption of Resolution No. 90-1340, authorizing an exemption to competitive bidding procedures, and authorizing the execution of a personal services contract for computer software services at solid waste disposal facilities.

FACTUAL BACKGROUND AND ANALYSIS

The Metropolitan Service District (Metro) plans to implement a new policy in February 1991 to weigh all vehicles at all Metro solid waste disposal facilities. Currently, only commercial loads and self-haul trailer loads are weighed at St. Johns Landfill and Metro South Station. Self-haul pickup trucks and passenger vehicles are not weighed, but are charged a flat rate.

In order to weigh and record all vehicles at existing waste disposal facilities and the additional facilities of Metro East Station and the Metro/Riedel composter, a new, expanded computer system is required. Additionally, it has become useful to closely track scalehouse data and to use the data in the preparation of a variety of solid waste reports, accounting functions, and public information. This is a feature of the new system program. Scalehouse data can be extracted and prepared by the disposal sites in a readily useful format with the new system.

Making the commercial and public scalehouse systems identical will introduce the redundancy necessary to minimize downtime and better serve all users of Metro solid waste disposal facilities.

Although the scales at Metro South and Metro East are not scheduled to be installed until February 1991, computerization of the scalehouses will immediately begin to accomplish the following objectives:

- ▲ Minimize the discrepancy between expected revenues and revenues received.

- ▲ Enhance control of scalehouse operations.
- ▲ Provide the same computerized format and accuracy of public data as is now received regarding commercial data (trips, tonnages, and revenues).
- ▲ Work out any "bugs" in the computer system destined for Metro East prior to the opening of the facilities.

Computer software for the existing weight system was designed, installed and serviced by Information Systems, Inc. (ISI). Their services have been excellent. Metro has found ISI to be experienced, competent and very responsive. The contract with ISI has expired. It is proposed that Metro enter into a new consulting services contract with ISI for the weighing systems at the scalehouses of existing facilities and those at Metro East Station and the Metro/Riedel composter. The length of the proposed Contract is one year.

The proposed contract is designated a "B" contract in the Contract List of the fiscal year 1990-91 Budget. Because a sole-source contract is proposed, Council approval is necessary.

Sole-Source Justification

Information Systems, Inc. designed the programs and software for the computer weight systems currently in use at St. Johns Landfill and Metro South Station. The ISI Weigh Master Computer System is copyrighted, and cannot be used or serviced by other vendors. To contract with another vendor for design, installation, and service of a new system would cost substantially more than the proposed contract with ISI, and would delay the implementation of the new vehicle weighing policy.

BUDGET IMPACT

A total of \$26,000 is budgeted for this contract in fiscal year 1990-91. The contract provides that costs shall not exceed \$25,000. Specific funding sources are as follows:

▲ St. Johns Landfill, Data Processing Service, Acct. No. 524210	\$ 5,000
▲ Metro South Station, Data Processing Service, Acct. No. 524210	5,000
▲ Metro East Station, Data Processing Service, Acct. No. 524210	5,000
▲ Composter Facility, Computer Software, Acct. No. 521110	11,000

TOTAL	\$ 26,000

The contract costs are summarized as follows:

▲ Site License (Compactor Facility)	\$ 5,000
▲ Software Support Plan	3,000
▲ Data Processing Services	17,000

TOTAL	\$25,000

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 90-1340.

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SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 90-1340 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.044, COMPETITIVE BIDDING PROCEDURES, AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH INFORMATION SYSTEMS, INC. FOR CONSULTING SERVICES FOR WEIGHT SYSTEMS SOFTWARE AT SOLID WASTE DISPOSAL FACILITIES

Date: November 1, 1990

Presented by: Councilor DeJardin

Committee Recommendation: At the November 1, 1990 meeting the Committee voted to recommend Council adoption of Resolution No. 90-1340. Voting in favor were Councilors Buchanan, DeJardin, Saucy and Wyers (Councilor Collier was excused).

Committee Issues/Discussion: Sam Chandler, Facilities Manager, explained that the contract for computer software for the existing weight system at Metro facilities had expired several months ago, and is the last one of a series of expired contracts coming before the Committee.

Mr. Chandler said that a new, expanded computer system is required in order to weigh and record all vehicles at waste disposal facilities, in conjunction with a new policy to be implemented in February 1991 of weighing self-haul pickup trucks and passenger vehicles. These vehicles currently are charged a flat rate. He said a sole source contract is justified because the vendor designed the programs and software for the computer weight systems currently in use, which is a copyrighted program. Contracting with another vendor would substantially increase the cost and delay implementation of the new vehicle weighing policy. Mr. Chandler also noted a typographical error in the staff report: the site license costs are attributable to the composter facility, not to a compactor facility.

Councilor DeJardin commented that since the system is copyrighted, it appears the need for a sole source contract should not be a surprise.