

BEFORE THE CONTRACT REVIEW BOARD  
OF THE METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING )	RESOLUTION NO. 91-1446
AN EXEMPTION TO METRO CODE )	
CHAPTER 2.04.041(c), COMPETITIVE) )	INTRODUCED BY RENA CUSMA,
BIDDING 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) implemented a new policy in February 1991 to weigh all vehicles at all Metro solid waste disposal facilities; and

WHEREAS, Information Services, Inc., under contract with Metro, designed, programmed, installed and services the programs and software used to weigh and record 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 will expire June 30, 1991; 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 13th day of June, 1991.

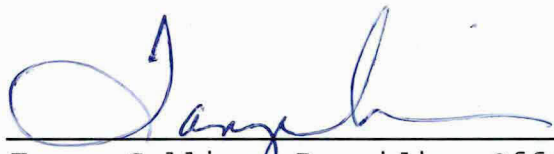
  
\_\_\_\_\_  
Tanya Collier, Presiding Officer

EXHIBIT "A"

Contract No. 901\_\_\_\_\_

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, 1991, through June 30, 1993, 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 SIXTY THOUSAND AND NO/100THS (\$60,000) 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.

INFORMATION SYSTEMS, INC.

METROPOLITAN SERVICE DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_

RB:BY  
CONTRACT\INFOSYST.CNT  
May 2, 1991

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 91-1446 FOR THE PURPOSE  
OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER  
2.04.041(c), COMPETITIVE BIDDING PROCEDURES, AND  
AUTHORIZING A SOLE-SOURCE CONTRACT WITH INFORMATION  
SYSTEMS, INC., FOR CONSULTING SERVICES FOR WEIGHT  
SOFTWARE AT SOLID WASTE DISPOSAL FACILITIES

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Date: May 3, 1991

Presented by: Sam Chandler  
Ray Barker

PROPOSED ACTION

Adoption of Resolution No. 91-1446, 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) implemented a new policy in February 1991 of weighing all vehicles at all Metro Solid Waste disposal facilities. Computer software for the weight system was designed, installed and is being serviced by Information Systems, Inc. (ISI). The personal services contract between Metro and ISI expires June 30, 1991.

It is proposed that Metro enter into a new computer software services contract with ISI for the weighing systems at the scalehouses at Metro South, Metro Central, St. Johns Landfill, Metro/Riedel Compost Facility and the transfer station(s) to be located in Washington County. The length of the proposed contract is two years. The total cost of the contract is \$60,000. Metro has found ISI to be experienced, competent and very responsive. Their services have been excellent.

Sole-Source Justification

ISI designed the programs and software for the computer weight systems currently in use at Metro Solid Waste disposal facilities. ISI has been under contract since early 1986, and originally "computerized" our scalehouses. The ISI WeighMaster Computer System is copyrighted and cannot be used or serviced by other vendors. To contract with another vendor to design, install and service a new system would cost substantially more than the proposed contract with ISI.

Budget Impact

A total of \$30,000 is budgeted for the proposed contract in FY1991-92. The maximum cost of the ISI contract is \$30,000 during FY1991-92. Contract costs for FY1991-92 are summarized as follows:

▲	Site License for transfer station in Washington County	\$ 5,000
▲	Software Support Plan	3,500
▲	Data Processing Services	<u>21,500</u>
	TOTAL	\$30,000

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 91-1446.



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 South Station  
2001 Washington Street  
Oregon City, OR 97045
  - c. Metro Northwest Station  
6161 N.W. 61st  
Portland, OR 97219
  - d. Metro Composting Facility  
5437 N.E. Columbia Boulevard  
Portland, OR 97218
  - e. Transfer Station in Washington County  
(Name and location to be determined)
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

▲ Transfer Station in Washington County \$ 5,000

Support Plan - Computer Software

\$ 3,500/year

▲ St. Johns Landfill

▲ Metro South Station

▲ Metro East Station

▲ Composter Facility

▲ Transfer Station in Washington County

▲ Additional Sites \$ 500/ year

Data Processing Services

not to exceed \$21,500/year

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. 901909  
FUND: Operations DEPARTMENT Solid Waste  
SOURCE CODE (IF REVENUE) \_\_\_\_\_

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

### INSTRUCTIONS

531-312630-524210-00000

- 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, 1991 TERMINATION DATE June 30, 1993  
 (THIS IS A CHANGE FROM N/A)

6. EXTENT OF TOTAL COMMITMENT:	ORIGINAL/NEW	\$ <u>60,000</u>
	PREV. AMEND	<u>N/A</u>
	THIS AMEND	<u>N/A</u>
	<b>TOTAL</b>	\$ <u>60,000</u>

### 7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1991-92 \$ 30,000  
 B. BUDGET LINE ITEM NAME Data Processing Services AMOUNT APPROPRIATED FOR CONTRACT \$ 30,000  
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF July 1, 1991 \$ 30,000

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

SUBMITTED BY _____	\$ _____	<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 \_\_\_\_\_  MBE

NAME \_\_\_\_\_ SERVICE \_\_\_\_\_  MBE

NAME \_\_\_\_\_ SERVICE \_\_\_\_\_  MBE

NAME \_\_\_\_\_ SERVICE \_\_\_\_\_  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. Weight system software is copyrighted and cannot be used or serviced by other vendors.

## GRANT/CONTRACT APPROVAL

INTERNAL REVIEW

CONTRACT REVIEW BOARD

COUNCIL REVIEW

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

(IF REQUIRED)

DEPARTMENT HEAD \_\_\_\_\_

1. \_\_\_\_\_  
COUNCILOR

DATE \_\_\_\_\_

FISCAL REVIEW \_\_\_\_\_

2. \_\_\_\_\_  
COUNCILOR

BUDGET REVIEW \_\_\_\_\_

3. \_\_\_\_\_  
COUNCILOR

LEGAL COUNSEL REVIEW AS NEEDED:

A. DEVIATION TO CONTRACT FORM \_\_\_\_\_

B. CONTRACTS OVER \$10,000 \_\_\_\_\_

C. CONTRACTS BETWEEN GOVERNMENT AGENCIES \_\_\_\_\_

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 91-1446 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.041(c), COMPETITIVE BIDDING PROCEDURES, AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH INFORMATION SYSTEMS, INC., FOR CONSULTING SERVICES FOR WEIGHT SOFTWARE AT SOLID WASTE DISPOSAL FACILITIES

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Date: June 6, 1991

Presented by: Councilor McFarland

Committee Recommendation: At the June 4, 1991 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 91-1446. Voting in favor were Councilors DeJardin, Gardner, McFarland, McLain and Wyers

Committee Issues/Discussion: Sam Chandler, Solid Waste Facilities Manager, said the Resolution will authorize a sole-source contract with the current vendor. The computer system provided by the contractor is customized for Metro and is copyrighted. Senior Assistant Counsel Todd Sadlo said that if Metro wishes to use the system, it has no choice but to use this contractor.

The Committee agreed that there is sufficient justification to warrant an exemption to competitive bidding procedures.