

BEFORE THE CONTRACT REVIEW BOARD
OF THE METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 91-1479
AN EXEMPTION FROM REQUIRE-)
MENTS OF METRO CODE SECTION)
2.04.044 AND 2.04.053 COMPETITIVE)
BIDDING PROCEDURE TO AUTHORIZE)
A SOLE SOURCE AGREEMENT WITH) Introduced by Rena Cusma,
PRINCIPIA GRAPHICA.) Executive Officer

WHEREAS, Council in FY 1990-1991 authorized a contract for \$5,000 for Phase I of the Metro Public Information and Identification Project; and

WHEREAS, the Public Affairs Department conducted a thorough RFP process for Phases I and II of the Project in FY 1990-1991; and

WHEREAS, the Public Affairs Department received five proposals, interviewed four finalists and selected Principia Graphica as most qualified; and

WHEREAS, Principia Graphica has completed Phase I; and

WHEREAS, the Council, as part of the FY 1991-1992 budget process, approved \$50,000 for Phase II of the Project as a type A Contract; and

WHEREAS, the Public Affairs Department recommends awarding a contract to Principia Graphica for Phase II and that the contract selection process used in FY 1990-1991 should be affirmed as an appropriate competitive process; and

WHEREAS, the Public Affairs Department recommends the Principia Graphica contract be treated as a sole source contract; now, therefore,

BE IT RESOLVED,

1. The Contract Review Board finds the competitive process used in FY 1990-1991 was consistent with Metro Code requirements for type A Contracts for \$50,000; and

2. The Contract Review Board waives provision of Metro Code Sections 2.04.053 and 2.04.054 to authorize the Executive Officer to execute the attached agreement with Principia Graphica in an amount not to exceed \$50,000 for the Project.

ADOPTED by the Contract Review Board of the Metropolitan Service District this 25th day of July, 1991.



Tanya Collier, Presiding Officer

Exhibit A

SCOPE OF WORK

The communication plan has two main goals:

1. To raise the level of awareness of Metro and its role in the region.
2. To streamline operations to improve Metro's ability to serve the region's constituents.

Project Objectives

- To develop clear public information, agency identification and strong presence in the community
- To maintain the individual identification of Metro facilities
- To organize and simplify design applications and production procedures
- To reduce overall production costs
- To design with regard to environmental concerns
- To plan for agency growth and the integration of new projects and departments
- To design for electronic communication

The project results will consist of the following:

1. The design of a set of identification/communication tools for Metro which will include, but not be limited to, a logo and/or logotype and color, typographic and paper standards.
2. The application of these tools in the design of Metro letterhead, business cards and envelopes.
3. Guidelines for the systematic application of agency identification on all Metro communication products.

Basic Services

The Contractor shall provide basic services for the project consisting of consultation, research, design, checking quality of implementation, and coordination of the project and its execution. In connection with performing basic services, the Contractor shall prepare and present materials to Metro that demonstrate or describe the Contractor's intentions and shall prepare various materials, such as artwork, drawings, and specifications, to enable the design to be printed, fabricated, installed, or otherwise implemented.

Implementation

The Contractor's services under this Agreement do not include Implementation such as printing, fabrication, and installation of the project design. Metro and Contractor agree that any such implementation shall be restricted to providing specifications, coordination, and quality-checking. The Contractor shall have no responsibility to the providers of such Implementation, and charges therefore shall be billed directly to Metro.

The Contractor will develop and expand on Phase I recommendations following the procedures outlined below.

Phase 1 – Research, analysis and recommendations – Complete

Phase 2 – Design development

A. Design conceptualization and development

Procedure

1. Input conference
1. Design conceptualization
2. Design exploration/concept rough development
3. Project management and coordination with vendors
4. Client presentation and review of preliminary program design

B. Design refinement

Procedure

1. Further exploration refinement and expansion of selected design directions
2. Client presentation of comprehensives, input and resolution conference
3. Project management and coordination with vendors

Phase 2 – Design implementation

C. The Contractor will provide consultation on implementation activities called for in the plan.

Procedure

1. Application of plan to camera-ready art and electronic templates
2. Client conferences
3. Project management and coordination with vendors

BEFORE THE CONTRACT REVIEW BOARD
OF THE METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF WAIVING) RESOLUTION NO. 91-1479
CODE SECTION 2.04.053 AND 2.04.054)
TO AUTHORIZE CONTRACT WITH)
PRINCIPIA GRAPHICA FOR METRO)
PUBLIC INFORMATION AND) Introduced by Rena Cusma,
IDENTIFICATION PROJECT.) Executive Officer

WHEREAS, Council in FY 90-91 authorized contract as is for \$5,000 for initial research Phase I of Project; and

WHEREAS, Public Affairs conducted through RFP process for Phase I and II in FY 90-91; and

WHEREAS, Public Affairs received five proposals, interviewed four finalists and selected Principia Graphica as most qualified; and

WHEREAS, Principia Graphica has completed Phase I; and

WHEREAS, Council in 91-91 budget has authorized Phase II for \$50,000 as A Contract; and

WHEREAS, Public Affairs recommends contract with Principia Graphica for Phase II and that contract selection process used in FY 90-91 should be affirmed as appropriate competitive process; now, therefore,

BE IT RESOLVED,

1. Contract Review Board finds the competitive process used in FY 90-91 was consistent with Code requirements for A Contracts for Personal Services greater than \$10,000; and

2. Contract Review Board waives provision of Code 204.053 and 2.04.054 to authorize Executive Officer to execute attached agreement with Principia Graphica in amount not to exceed 50,000 for Project.

ADOPTED by the Contract Review Board of the Metropolitan Service District this 20 day of June, 1991.

Exhibit A: Copy of contract

Exhibit A

SCOPE OF WORK

The communication plan has two main goals:

1. To raise the level of awareness of Metro and its role in the region.
2. To streamline operations to improve Metro's ability to serve the region's constituents.

Project Objectives

- To develop clear public information, agency identification and strong presence in the community
- To maintain the individual identification of Metro facilities
- To organize and simplify design applications and production procedures
- To reduce overall production costs
- To design with regard to environmental concerns
- To plan for agency growth and the integration of new projects and departments
- To design for electronic communication

The project results will consist of the following:

1. The design of a set of identification/communication tools for Metro which will include, but not be limited to, a logo and/or logotype and color, typographic and paper standards.
2. The application of these tools in the design of Metro letterhead, business cards and envelopes.
3. Guidelines for the systematic application of agency identification on all Metro communication products.

Basic Services

The Contractor shall provide basic services for the project consisting of consultation, research, design, checking quality of implementation, and coordination of the project and its execution. In connection with performing basic services, the Contractor shall prepare and present materials to Metro that demonstrate or describe the Contractor's intentions and shall prepare various materials, such as artwork, drawings, and specifications, to enable the design to be printed, fabricated, installed, or otherwise implemented.

Implementation

The Contractor's services under this Agreement do not include Implementation such as printing, fabrication, and installation of the project design. Metro and Contractor agree that any such implementation shall be restricted to providing specifications, coordination, and quality-checking. The Contractor shall have no responsibility to the providers of such Implementation, and charges therefore shall be billed directly to Metro.

The Contractor will develop and expand on Phase I recommendations following the procedures outlined below.

Phase 1 – Research, analysis and recommendations – Complete

Phase 2 – Design development

Review panel. Metro input and review conferences will be conducted by a panel consisting of representatives from the Metro Council, Executive Office, operating departments, MERC facilities, and the zoo.

A. Design conceptualization and development

Procedure

1. Input conference
1. Design conceptualization
2. Design exploration/concept rough development
3. Project management and coordination with vendors
4. Metro presentation and review of preliminary program design

B. Design refinement

Procedure

1. Further exploration refinement and expansion of selected design directions
2. Client presentation of comprehensives, input and resolution conference
3. Project management and coordination with vendors

Phase 2 – Design implementation

C. The Contractor will provide consultation on implementation activities called for in the plan.

Procedure

1. Application of plan to camera-ready art and electronic templates
2. Client conferences
3. Project management and coordination with vendors

Exhibit B

SCHEDULE

A. Design conceptualization and development

Schedule: 6 months July 1 – December 30

B. Design refinement

Schedule: 3 months January 2–March 30

C. The Contractor will provide consultation on implementation activities called for in the plan

Schedule: 3 months April 1 – June 30

Metro reserves the right to adjust this schedule in the event there is a need to extend the approval and review process and to allow for changes in the scope or complexity of services from those contemplated by this Agreement.

The Contractor reserves the right to adjust the schedule in the event that Metro fails to meet agreed deadlines for submission of materials or granting approvals and to allow for changes in the scope or complexity of services from those contemplated by this Agreement.

Exhibit C

COMPENSATION

Maximum amount of compensation in Phase II will be \$50,000. The Contractor shall submit progress reports upon completion of each section of the work as defined in the schedule (Exhibit B). The report shall describe work accomplished and include an itemized statement.

The Contractor will bill Metro 50 percent of the amount budgeted for each section at the outset of work for that section, and 50 percent upon completion as outlined below:

Payment schedule

A. Design conceptualization and development

Initial payment	\$12,500
Payment upon completion of design conceptualization and development	\$12,500
Sub total:	\$25,000

B. Design refinement

Initial Payment	\$10,000
Payment upon completion of design refinement	\$10,000
Sub total:	\$20,000

C. Implementation

Initial payment	\$ 2,500
Payment upon completion of implementation	\$ 2,500
Sub total:	\$ 5,000
Total	\$50,000

Payment will be made within 30 days after billing.

Supplementary Services/Reimbursable Expenses

Supplementary Services and materials will be purchased directly by Metro and will be subject to Metro procurement procedures and conditions. Funds to cover such expenses are allocated in the Metro budget independent of this contract.

The Supplementary Services and materials to be provided by Metro with respect to the project shall consist of: Implementation, typesetting, photostats, photoprints, photographs, film and processing, acetate color overlays, transfer proofs, presentation and artwork materials and local deliveries, including messengers.

Expenditures for Supplementary Services provided by Metro may not exceed \$1,250.

The Contractor will provide for miscellaneous expenditures including, but not limited to, electrostatic (xerographic) copies, Fax and long-distance telephone charges and postage.

EXHIBIT D

CONTRACT CONDITIONS AND PROVISIONS

Revisions and Additions

1. A fixed fee or fee estimated not to exceed a specified amount is based upon the time estimated to complete the services specified in this Agreement during normal working hours. Any revisions or additions to the services described in this Agreement shall be billed as additional services not included in any fixed fee or estimated fee specified above.

Such additional services shall include, but shall not be limited to, changes in the extent of work, changes in the complexity of any elements of the project, and any changes made after approval has been given for a specific stage of design, documentation, or preparation of artwork.

The Contractor shall keep Metro informed of additional services that are required and shall request Metro's approval for any additional services which cause the total fees, exclusive of any surcharge for rush work, to exceed the fixed fees set forth in Exhibit C. In no event shall charges exceed the contract written amount unless Metro has given its prior approval.

Rush work

2. Metro shall pay a surcharge for any services requiring work to be performed outside of normal working hours by reason of unusual deadlines or as a consequence of Metro not meeting scheduled times for delivery of information, material, or approvals.

The surcharge for rush work shall be at the standard rates plus 50 percent.

Normal working hours for this project are as follows: 8 a.m. to 5 p.m. Monday through Friday, excluding holidays. No rush work will be authorized without prior written approval.

Implementation Budgets

3. Any budget figures or estimates for Implementation charges such as printing, fabrication, or installation are for planning purposes only. The Contractor shall use his or her best efforts to work within stated budgets but shall not be liable if such expenses exceed budgets.

Records

4. The Contractor shall maintain records of hours and reimbursable expenses and shall make records available to Metro for inspection on request.

Metro's Representative

5. Metro shall appoint a sole Representative with full authority to provide or obtain any necessary information and approvals that may be required by the Contractor. Metro's Representative shall be responsible for coordination of briefing, review, and the decision-making process with respect to persons and parties other than the Contractor and its sub-contractors. If changes are made after Metro's representative has approved a design, Metro shall pay all fees and expenses arising from such changes as additional services.

Materials to be Provided by Metro

6. Metro shall provide accurate and complete information and materials to the Contractor and shall be responsible for the accuracy and completeness of all information and materials so provided. Metro guarantees that all materials supplied to the Contractor are owned by Metro or that Metro has all necessary rights in such materials to permit the Contractor to use them for the project.

6.1 Metro shall indemnify, defend, and hold the Contractor harmless from and against any claim, suit, damages and expense, including attorney's fees, arising from or out of any claim by any party that its rights have been or are being violated or infringed upon with respect to any materials provided by Metro.

6.2 All copy provided by Metro shall be in a form suitable for typesetting. Where photographs, illustrations, or other visual materials are provided by Metro, they shall be of professional quality and in a form suitable for reproduction without further preparation or alteration. Metro shall pay all fees and expenses arising from its provision of materials that do not meet such standards. The Contractor shall return all materials provided by Metro within 30 days after completion of the project and payment of amounts due.

Metro shall provide the following materials and services for the project:

Project coordination
Project scheduling
Design consultation/creative involvement
Design review and approval coordination
Copy editing
Reference materials – samples of letterhead, publications, etc.
Supplementary services as described in Exhibit C
Implementation coordination as described in Exhibit A

Logo Search

7. Metro shall perform a logo search to insure completed logo design does not represent an infringement of copyright laws. Search will be performed after the completion of the design prior to implementation.

Liability of Contractor

8. The Contractor shall take reasonable precautions to safeguard original or other materials provided by Metro. The Contractor shall, however, not be liable for any damage to, or loss of any material provided by Metro, including artwork, photographs, or manuscripts, other than or on account of willful neglect or gross negligence of the Contractor.

8.1 The Contractor shall make good faith effort to insure originality of all materials and designs produced for Metro. In the event any infringement claim is brought against Metro, arising out of Contractor's failure to exercise due care in preparing materials or designs for Metro's use, Contractor shall revise materials and designs so that they do not constitute an infringement but will not otherwise be held liable, unless Contractor was grossly negligent or intentionally copied a protected work or design.

Approval of Typesetting and Final Artwork

9. Metro shall proofread and approve all final type before the production of artwork. The signature of Metro's Representative shall be conclusive as to the approval of all artwork, drawings and other items prior to their release for printing, fabrication, or installation.

Rights

10. All services provided by the Contractor under this Agreement shall be for the exclusive use of Metro other than for the promotional use of the Contractor. Upon payment of all fees and expenses, all rights for all approved final designs created by the Contractor for this project shall be granted to Metro.

Ownership

11. All drawings, artwork, specifications, and other visual presentation materials are the property of Metro.

11.1. All preliminary concepts and visual presentations produced by the Contractor remain the property of the Contractor and may not be used by Metro without the written permission of the Contractor.

Third Party Contracts

12. The Contractor may contract with others to provide creative services such as photography and illustration. Metro agrees to be bound by any terms and conditions, including required credits, with respect to reproduction of such material as may be imposed on the Contractor by such third parties but only to the extent such conditions are not inconsistent with this agreement.

Code of Ethics

13. The Contractor's services shall be performed in accordance with the AIGA Code of Ethics and Professional Conduct for Graphic Designers.

Credit

14. The Contractor shall not have the right to include a credit line on the completed logo design nor on basic applications where the logo is used for the purpose of identifying Metro. Basic applications include, but are not limited to, the following: letterhead, business cards, envelopes, signs, forms, flags, uniforms, and publications and other communication products not designed by the Contractor.

The Contractor shall have the right to include a credit line on publications or other communication products designed by the Contractor for Metro as an extension of this project, such as a guidelines manual, provided both Metro and the Contractor agree the credit line is applicable.

Where applicable, the Contractor's credit line shall read as follows: Principia Graphica.

Metro shall not, without written approval, use the contractor's name for promotional or any other purposes with respect to these designs.

Samples

15. Metro shall provide the contractor with samples of each printed design. Such samples shall be representative of the highest quality of work produced. The Contractor shall have the right to use such photographs for publication, exhibition, or other promotional purposes.



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 901-940 BUDGET CODE NO. 610 05000 524130 00000
 FUND: General DEPARTMENT: Public Affairs (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 Design consultant fee for Metro Public Information and Identification Project

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 Metropolitan Service District and Principia Graphica

5. EFFECTIVE DATE July 1, 1991 TERMINATION DATE June 30, 1992
 (THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 50,000
 PREV. AMEND _____
 THIS AMEND _____
 TOTAL \$ 50,000

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1988 \$ 50,000
 B. BUDGET LINE ITEM NAME Promotion/Public Relations Services Contract AMOUNT APPROPRIATED FOR CONTRACT \$ 50,000
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF June 30, 1991 \$ 0

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

Principia Graphica \$ 45,000 - 62,000 MBE
 SUBMITTED BY AMOUNT
Bailey Warner Group \$ 45,000 - 61,000 MBE
 SUBMITTED BY AMOUNT
Engram Design \$ 47,450 - 56,525 MBE
 SUBMITTED BY AMOUNT

9. NUMBER AND LOCATION OF ORIGINALS One set on file with Contracts Division/Public Affairs

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

CONTRACT REVIEW BOARD
(IF REQUIRED) DATE _____

COUNCIL REVIEW
(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 _____

Contract No. 901-940

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this 1 day of July 1991, 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 Principia Graphica, hereinafter referred to as "CONTRACTOR," whose address is 2812 N.W. Thurman, Portland, OR 97210, for the period of July 1, 1991, through June 30, 1992, 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;
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 this Agreement are subject employers that will comply with ORS 656.017 as required by Oregon Laws 1989, ch 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,

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 Oregon Laws 1979, ch 864.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of Fifty Thousand AND 0/100THS (\$ 50,000) 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: _____

AMH:jp
PERSONAL.FOR
1/31/91

GOVERNMENTAL AFFAIRS COMMITTEE REPORT

RESOLUTION NO. 91-1479, AUTHORIZING AN EXEMPTION FROM REQUIREMENTS OF METRO CODE SECTION 2.04.044 AND 2.04.053 COMPETITIVE BIDDING PROCEDURE TO AUTHORIZE A SOLE SOURCE AGREEMENT WITH PRINCIPIA GRAPHICA.

Date: July 18, 1991

Presented by: Councilor DeJardin

COMMITTEE RECOMMENDATION: At its July 18, 1991 meeting the Governmental Affairs Committee voted 4-0 to recommend Council adoption of Resolution No. 91-1479. Voting were Councilors Devlin, Collier, DeJardin, and Hansen. Councilor Knowles was excused.

COMMITTEE DISCUSSION/ISSUES: The Committee held two work sessions on Resolution No. 91-1479. The first was at its July 11 meeting, at which Senior Public Affairs Specialist Janice Larson presented the staff report. She said that the resolution would authorize a contract with Principia Graphica to continue with the final phases of a contract for the Metro Public Information and Identification project. The first phase was awarded in FY 90-91 following a competitive bidding process; included in that award was a condition that they would be awarded the final phases if they satisfactorily completed Phase 1. They have done so, and Public Affairs is ready to proceed with the rest of the project.

Councilor Devlin raised two issues. First, he wanted the resolution to recognize that this was being awarded as a sole source contract. Second, he wanted Council participation to be specifically included somewhere in the resolution (including attachments). Some discussion ensued, with the result being a direction for Public Affairs to incorporate those requests into a revised resolution, to be considered at the next committee meeting.

The committee heard this item again on July 18. Ms. Larson presented a revised resolution, which included specific reference to the contract as a sole source agreement and added Council participation in the scope of work. There were no further questions.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 91-1479, FOR THE PURPOSE OF AWARDING A MULTI-YEAR CONTRACT TO COMPLETE PHASE II OF THE METRO PUBLIC INFORMATION AND IDENTIFICATION PROJECT.

Date: May 29, 1991

Presented by: Vickie Rocker

Requested Action: Approval of multi-year contract with Principia Graphica for the completion of Phase II of the Metro Public Information and Identification Project.

FACTUAL BACKGROUND AND ANALYSIS

The services of the graphic design firm, Principia Graphica, are required to complete the design and implementation of a Metro-wide public information and identification system. The project has two main goals: 1) to raise the level of awareness of Metro and its role in the region; and, 2) to streamline operations to improve our ability to serve our constituents. The contractor will design a set of communication tools – logo, color and typographic standards – and guidelines for the systematic application of agency identification on all Metro communication products.

Request for Proposal Process

- A Request for Proposals was issued by Metro on September 14, 1990. Five proposals were received.
- A four-member screening committee comprised of Metro staff from the Public Affairs and Executive Departments and Metro ERC facilities evaluated proposals according to the criteria outlined in the proposal. Four high-scoring candidates were interviewed.
- A four-member interview panel comprised of Metro staff from the Public Affairs and Executive departments and Metro ERC facilities evaluated the candidates based on their presentations.
- Principia Graphica was selected by the evaluation committee.

- Phase I of the contract was awarded to Principia Graphica for \$5,000 on October 18, 1990. The successful completion of Phase I was a requirement for award of Phase II of the contract.

- Principia Graphica has successfully completed Phase I of the contract.

STAFF RECOMMENDATION

Based upon the performance of Principia Graphica on Phase I of the contract, staff recommends award of the Phase II, multi-year contract to Principia Graphica.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 91-1479