

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF)	RESOLUTION NO. 92-1605
AUTHORIZING THE)	
PROCUREMENT PROCESS FOR)	INTRODUCED BY RENA CUSMA,
ACQUIRING COMPUTER)	EXECUTIVE OFFICER
EQUIPMENT AND SOFTWARE)	
NECESSARY FOR THE UPGRADE)	
OF THE A-SERIES MAINFRAME)	
COMPUTER AND IMPROVING)	
REPORT GENERATION)	
CAPABILITY)	

WHEREAS, the Metro Adopted FY 1991-92 Budget contains funds to lease equipment and components to upgrade the capability and performance of the Unisys mainframe A-Series computer (A-Series); and

WHEREAS, the Information Systems Division (ISD) of the Finance and Management Information Department has determined that most of the A-Series performance improvements can be accomplished without the previously planned full upgrade; and

WHEREAS, Metro departments, Executive Officer, and Council desire improvements in the ability of the A-Series to generate financial reports; and

WHEREAS, ISD seeks to provide such services, but acquisition of certain computer hardware and software is required; and

WHEREAS, expeditious procurement of the system can be accomplished this fiscal year by formal bid processes outlined within the Metro Code; and

WHEREAS, the Information Department has developed a competitive bid document for the computer hardware and software and filed such document with the Clerk of the Council; and

WHEREAS, budgeted funds for the computer upgrade are sufficient for the acquisition of the hardware and software; and

WHEREAS, the Finance and Management Information Department will submit an ordinance to Council amending the FY 1991-92 Adopted Budget transferring the necessary allocation from materials and services to capital outlay; now, therefore,

BE IT RESOLVED

The Council hereby approves the expeditious solicitation of bids on the hardware and report generator, directs the Executive to select the proposals of the lowest responsible bidder(s) and to procure the hardware and report generator.

ADOPTED by the Council of the Metropolitan Service District this 23rd day of April, 1992.

A handwritten signature in blue ink that reads "Jim Gardner". The signature is written in a cursive style and is positioned above a horizontal line.

Jim Gardner, Presiding Officer

INSTRUCTIONS TO BIDDERS

PROPOSAL - Proposals must be enclosed in a sealed envelope and mailed or delivered to the Information Systems Department, Metro, 2000 S.W. First Avenue, Portland, Oregon 97201-5398, Attention JEFF BOOTH, I.S. Manager.¹
(Name/Title)

The outside of the envelope shall plainly identify the subject of the bid, the opening date, and the bid number.

All proposals must be clearly and distinctly typed or written with ink or indelible pencil. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialled in ink by the party signing the bid, or his authorized representative.

All proposals must be on the form furnished by Metro or they may be rejected by Metro. Where plans and specifications are attached to the proposal, they must be returned by the Bidder with the proposal.

WITHDRAWAL OF PROPOSALS - A Bidder may withdraw its proposal in person, or by written or telegraphic request which are received prior to the scheduled closing time for filing bids.² Negligence on the part of the bidder in preparing his proposal confers no right to withdraw the proposal after the scheduled closing time for filing bids.

LATE PROPOSAL - Proposals received after the scheduled closing time for filing bids will be returned to the Bidder unopened, unless such closing time is extended by Metro.

MODIFICATION OF PROPOSAL - An offer to modify the proposal which is received from the successful bidder after award of contract which makes the terms of the bid more favorable or advantageous to Metro will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the Bidder.

IMMATERIAL VARIANCES - Metro reserves the right to determine whether equipment or materials that comply substantially in quality and performance with the specifications are acceptable to Metro, and whether any variance listed by the Bidder in a proposal is material or immaterial.

¹ A bid may not be submitted by facsimile (FAX) transmittal.

² A bid may not be withdrawn by FAX.

TERMS - A Bid may be rejected if it requires payment in less than 30 calendar days after delivery or if it requires payment, in whole or in part, prior to delivery.

PRICES - The prices submitted shall be firm during the contract period. If unit prices are requested, they should be shown for each unit on which there is a bid. In case of mistake in extension of price, unit prices shall govern. All prices shall be f.o.b. destination.

EQUIVALENT PRICES/TERM - Bidder represents that all prices, terms and benefits offered in this agreement are equal to or better than the equivalent prices, terms and benefits being offered by bidder to any other state or local government unit or commercial customer in the State of Oregon.

Should bidder, during the term of this agreement, enter into any contact, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other such government unit or commercial customer, this agreement shall thereupon be deemed amended to provide the same price or prices, terms and benefits to Metro. This provision applies to comparable products, supplies and services, and to purchase volumes by Metro that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits or more favorable terms.

Donations of products, supplies or services to charitable, nonprofit or government entities, if the donations are recognized as such and are deductible under the federal Internal Revenue Code, shall not be considered contracts, agreements, sales or arrangements with other government units or commercial customers that call for the application of this paragraph.

DISCOUNTS - All prices must be submitted on a net basis. Cash discounts for prompt payment will be considered in awarding the bid. Where the net bid is equal to a bid with a cash discount for prompt payment, the award shall be made to the net bid. Cash discounts for prompt payment will be figured from the date of delivery and acceptance of the article(s), or in the case of incorrect invoice, from the date of receipt of corrected invoice.

EQUAL EMPLOYMENT OPPORTUNITY - During the performance of the contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

TEN PERCENT (10%) BID DEPOSIT - When specified by Metro, a bid deposit in the form of a surety bond, postal money order, cash, cashier's check, or certified check in the amount equal to ten percent (10%) of the amount of the bid shall be furnished by the Bidder to Metro.

ADDENDA TO PLANS OR SPECIFICATIONS - Requests for additional information or for interpretation of the contract documents shall be delivered to the I.S. Manager, in writing, at least four (4) days before the date set for opening of bids. If, in the opinion of the I.S. Manager, additional information or interpretation is needed by the Bidders, an addendum will be issued to all known specification holders. The provisions of any written addenda issued by the Procurement Officer at least forty-eight (48) hours before the time set for the opening of bids shall be binding upon the Bidders, and failure of a Bidder to obtain such addenda shall not excuse him from complying therewith, if he³ is awarded the contract.

BASIS OF AWARD - The award shall be made to the responsible Bidders submitting the most advantageous bid to Metro. Any determination of the responsible Bidders submitting the most advantageous bid and award are subject to review and determination by the Metro Legal Counsel as to legal sufficiency of any bid submitted. Metro reserves the right to reject any and/or all bids in whole or in part, and to waive irregularities not affecting substantial rights.

COST OF PROPOSAL - This invitation to bid does not commit Metro to pay any costs incurred by any Bidder in the submission of a proposal, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid.

WARRANTY - Each bidder shall provide an explanation of both the bidder's and manufacturer's warranties on materials and workmanship; and indicate any warranty costs to Metro including shipping costs.

SERVICE - Each bidder shall furnish detailed information on any service facilities, locations, and procedures as well as information on any maintenance agreements or contracts available to Metro.

DELIVERY - Each bidder shall provide a delivery schedule for each

³ All references to "he" in this document shall include the feminine reference of "she".

item offered. Therefore, the successful bidder shall notify Metro, in writing, within five (5) business days of order if delivery cannot be completed as proposed and required.

Upon receipt of such notice from the successful bidder, Metro reserves the right to cancel the order and make the purchase from the second lowest, responsible bidder.

If Metro does not elect to cancel the contract initially, subsequent failure to meet the then current delivery requirement does not foreclose Metro's option for cancellation.

LATEST MODEL - Parts and materials must be latest model, of current date, and meet specifications. This provision excludes surplus, remanufactured, and used products, unless such material is proposed in lieu of items specified.

"OR APPROVED EQUAL" CLAUSE - In order to establish a basis of quality, certain processes, types of machinery and equipment, or kinds of materials may be specified, either by description of process or by designating a manufacturer by name and referring to his brand of product designation, or by specifying a kind of material. It is not the intent of these specifications to exclude other processes, equipment, or materials of equal value, utility merit.

Whenever a process is designated or a manufacturer's name, brand, or item designated or described, it shall be understood that the words, "or approved equal" follows such name designation, or description, whether in fact they do so or not.

If a bidder proposes to furnish an item, process or material which he/she claims to be of equal utility to the one designated, then:

1. Bidder shall submit to the Purchasing Agent Department, in care of the Project Manager, a written statement describing it together with supporting data and details sufficient to permit Metro to evaluate the same, seven(7) work days prior to the date set for opening.
2. Metro may require demonstration, additional tests, and additional data, all to be supplied at the expense of the bidder.

3. If Metro determines that the proposed item, material or process is of equal utility to Metro the Project Manager shall at least forty-eight (48) hours prior to bid opening issue addenda to all planholders.

CONFLICT OF INTEREST - A Bidder filing a proposal thereby certifies that no officer, agent, or employee of Metro has a pecuniary interest in this bid or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for bids; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK - It is understood that the bidder, before submitting his bid has made a careful examination of the plans, specifications, and contract; that he has fully informed himself as to the quality and quantity of materials and the character of the work required; and that he has made a careful examination of the location and condition of the work and the sources of supply for materials.

GENERAL CONDITIONS

PATENTS - The successful Bidder agrees to protect, defend, if Metro requests, and save the agency harmless against any demand for payment for wrongful or unauthorized use of any patented material, process, article, or device that may enter into manufacture, construction, or forms part of the work covered by the contract.

FAILURE TO PERFORM - Should the successful low bidder fail to meet the agreed upon delivery schedule, thereby making it necessary for Metro to purchase urgently-needed items from another source, the low bidder shall pay the difference between the accepted low bid price and the purchase price.

DELIVERY TIMES - The successful bidder shall coordinate delivery and installation with the I.S. Division.

CANCELLATION - Metro reserves the right to cancel the whole or any part of the contract if the Bidder willfully fails to perform any of the provisions in the contract, or fails to make delivery within the time stated, unless the time is extended by a Change Order.

SPECIAL CONDITIONS - Where special conditions are written in the specifications, these special conditions shall take precedence over any conditions listed under the "Instructions to Bidders" and "General Conditions."

PERFORMANCE BOND - A performance bond will be required for all public works contracts over \$10,000, unless the requirement for a performance bond shall be waived by Metro Council.

PERMITS AND LICENSES - The successful Bidder shall obtain and shall include in his bid the cost for all permits and licenses which may be required to perform the contract.

INVOICES - Invoices shall be prepared and submitted in triplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract or Purchase Order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices and extended totals. Invoice should also state name of the unit or department to which the merchandise was shipped or delivered. Bill to Accounts Payable.

QUANTITIES - The quantities listed represent Metro's best estimate of potential purchases to be made during the contract term. Metro makes no guarantees as to the exact quantities to be purchased. The figures provided are intended merely as guides and bidders are warned not to construe them as a

guarantee to purchase any amount.

Payment will be made only for quantities actually ordered, delivered, and accepted whether greater or less than the stated amounts.

NOTICE OF ASSIGNMENT - Metro will not recognize any assignment or transfer of any interest in this contract without written notice to the Procurement Officer by the new vendor.

COMPLIANCE - Each bidder shall inform himself/herself of, and the bidder awarded a contract shall comply with, federal, state, and local laws, statues, and ordinance relative to the execution of the work. This requirement includes, but is not limited to, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and nonburning requirements, permits, fees and similar subjects.

All blank spaces in the bid forms must be completed either by typing or in black ink. Amounts shall be shown in both words and figures. Written amounts shall govern in cases of discrepancy between the amounts stated in words and the amounts stated in figures.

ERRORS/OMISSIONS - Any bid may be deemed non-responsive which, on the bid forms, contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the bidding documents.

EXECUTION - Each bid shall give the full business address of the bidder and be signed by it with its legal signature.

Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name authorized to sign contracts on behalf of the partnership, or by an authorized representative, followed by the printed name and title of the person signing.

Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other person authorized to legally bind it in the matter. When requested by Metro, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. If signature is by an agent, other than an officer of a corporation or a

member of a partnership, a notarized Power of Attorney must be on file with Metro prior to opening of bids or submitted with the bid, otherwise the bid will be regarded as not properly authorized.

In the event that a bid is submitted by a joint venture, then a certified copy of the legal agreement constituting such joint venture shall be attached to the bid.

The name of each person signing shall be typed or printed below the signature. Signatures of all individuals must be in longhand.

To facilitate evaluation of Bids, Metro requires that all responding firms adhere to the format outlined within this RFB. Firms wishing to take exception to, or comment on, any specified criteria within this RFB are encouraged to document their concerns in this part of their Bid. Exceptions or comments should be succinct, thorough and organized. Metro encourages the Bidders to propose management alternatives that reuse, recycle, or recover energy from wastes.

Failure to fulfill any of the above requirements may render the Bid non-responsive.

NOTICE OF AWARD - Within forty-five (45) calendar days after the opening of Bids, Metro will accept one of the bids, or combination of bids, or reject all bids in accordance with the Basis of Award. The acceptance of the Bid will be by written Notice of Conditional Award, mailed or delivered to the office designated in the Bid. The Notice of Conditional Award shall not entitle the party to whom it is delivered to any rights whatsoever.

CONTRACT - The successful Bidder shall, within ten (10) days, not including Sundays and legal holidays, after receiving notice of award, sign and deliver to Metro the Contract attached hereto.

The attached contract represents a standard approved by Metro General Counsel. Any proposed changes in the language or construction of the document must be raised and resolved prior to or as part of the bid process. Award of contract therefore constitutes acceptance of Metro's standard terms and conditions, and a subsequent request for material changes will be interpreted as a request to withdraw the original proposal.

BID BOND - Bids must be accompanied by a certified check, cashier's check drawn on a bank in good standing, or a bid bond issued by a surety authorized to issue such bonds in the state where the work is located, in the amount of five hundred dollars (\$500). This bid security shall be given as a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish any additional bond(s) required in the Instructions to Bidders.

ATTORNEY-IN-FACT - The Attorney-in-Fact (Resident Agent) who executes any bond on behalf of the Surety must attach a notarized copy of his/her Power of Attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

BID SECURITY - Bid securities will be held until the Contract has been finally executed, after which all bid securities, other than those which have been forfeited, will be returned to the respective Bidders whose Bid they accompanied.

The Bidder who has a Contract awarded to him/her and who fails to promptly and properly execute the contract and furnish any required bond(s) shall forfeit the bid security that accompanied his/her Bid, and the Bid security shall be retained as liquidated damages by Metro, and it is agreed that this sum is a fair estimate of the amount of damages Metro will sustain in case the bidder fails to enter into a Contract and furnish the bond as hereinbefore provided. Bid security deposited in the form of a certified check or cashier's check shall be subject to the same requirements as a Bid Bond.

INSURANCE - Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance covering the Contractor, its employees and agents. Broad form comprehensive general liability insurance covering personal injury, property damage, and personal injury with automatic coverage for premises and operations and product liability. The policy must be endorsed with contractual liability coverage and conform to the language and limits established by the contract attached and included herein.

LAW OF STATE OF OREGON - This contract is entered into within the State of Oregon, and the law of said State, whether substantive or procedural, shall apply to this contract, and that all statutory provisions that are applicable to public contracts in the State of Oregon shall be followed with respect to this contract.

**BID SPECIFICATIONS
NETWORK CONNECTION FOR A-4**

I. Current Situation

A Unisys A4-F mainframe computer is used by Metro for processing and storing all agency financial data. The financial system is maintained in a DMSII database. Access to the financial system is required by the Accounting staff in order to do data entry, payroll, accounts payable and reporting. Other staff requiring access to the financial information system include, Budget staff, Risk management staff, and Financial planning staff. Financial system access is provided currently to forty-seven users. The table below shows how those users are connected to the mainframe, and the software which they use on their PCs.

Current System Users	A4-F Physical Connection	Software - PC Terminal Emulation	File Transfer
40 PCs	ICC Unicard+ Cable - TDI	ICC INTERCOM 102	ICC HOSTCOPY(4) ICC FileExpress(2)
2 Macintosh	TDI converter Cable - TDI	Core Technology CTC-Bridge for Mac	
4 user CTC-Gateway from Core Technology	Intel EtherExpress NIC Cable - COAX, Ethernet	Core Technology CTC-Bridge for IBM	
1 PC	Intel EtherExpress NIC Cable - 10BASE-T, Ethernet	ICC INTERCOM 102	

(NOTE: The Transportation connection is not currently active. To become active would require, at this time, an upgrade to the CTC-Gateway user limit. It would also require replacement of the ICC Intercom 102 terminal emulation software with CTC-Bridge for IBM.)

In addition to the users listed in the above table, 4 new users will be added in the new fiscal year beginning July 1. The COAX cable shown in the table will be replaced with 10BASE-T at the time Metro moves into the new headquarters building.

II. Requirements

Metro is seeking a method of connecting the financial information hub (Unisys A4-F) to the existing Novell network. The proposed solution should include all labor, materials, tools, and equipment as necessary to provide and install this connection. The cost of a software license for 60 users should be included. A per unit (by workstation) cost for expansion, including cost for licensing, interface cards, emulator software, etc. should also be included. Provide costs for training and maintenance as well. It is intended that this connection be fully accomplished prior to the planned move to a new headquarters building in January of 1993.

The successful solution should address the following basic requirements:

- T-27 terminal emulation for 2 Macintosh and 45 IBM-compatible personal computers
- Replace Unicard+ boards and TDI connectors (see table)
- Must be compatible with Ethernet and Novell Netware 3.11
- Does not "piggy-back" on existing DLPs
- Printer pass-through capability (to support remote printing for Mac's and PC's)

- **Compatibility with client computer software such as Windows**

III. Supplemental Conditions:

All issues of compatibility will be determined by Metro.

Vendors are also asked to provide a list of customer references and to be able to demonstrate that the proposed solution will accomplish the desired results as specified above. This demonstration can take the form of a visit to a customer site or a phone conversation with several references if a site is not located near Metro

PROPOSAL for furnishing Ethernet network connection for for UNISYS A-4F mainframe	Date:
	Bid #
	Address Offer To: 2000 S.W. First Avenue Portland, Or. 97201-5398

The undersigned having full knowledge of the specifications for the item(s) listed below offers and agrees that this bid shall be irrevocable for at least 90 calendar days after the bid opening date and time, and if accepted, to furnish any and/or all item(s) at the prices offered and deliver at the designated point(s) within the time specified in the schedule.

ITEM NO.	SUPPLIES/EQUIPMENT	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	Include all labor, materials, tools, and equipment as necessary to provide and install network connection for UNISYS A-4 computer.				

(DO NOT INCLUDE COST OF PERFORMANCE BOND) TOTAL \$

The undersigned will deliver f.o.b. destination below the above supplies and/or equipment within _____ calendar days after transmission date of contract. (For maximum time see Technical Specifications)

Cash Discount for prompt Payment: ___ % ___ calendar days after acceptance of goods*

ADDRESS FOR DELIVERY	MANUFACTURED BY:
	MODEL #:
	MANUFACTURER GUARANTY ENCLOSED: yes ___ no ___

Please note any variance from specifications. (Use separate sheet if necessary, and attach to proposal.)*

REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGEMENTS

The offeror represents and certifies as part of his offer that:
(Check or complete all applicable boxes or blocks.)

1. **BID BOND**
The bidder has complied with Metro's requirements for bid surety and thereby guarantees that this bid shall be irrevocable for the period specified on face of the proposal.
2. **PERFORMANCE BOND**
Cost of Performance Bond, if required, shall not be included in contractor's bid. The cost to the contractor for such bond will be \$_____. This amount will be reimbursed by Metro over and above the contract bid price.**
3. **CONFLICT OF INTEREST**
A bidder filing a proposal thereby certified that no officer, agent, or employee of Metro has participated on behalf of Metro in preparation of the bid or contract, that the proposal is made in good faith without fraud, collusion, or connection of any kin with any other bidder for the same work, and that the bidder is competing solely in his own behalf without connection with, or obligation to any undisclosed person or firm.
4. **TYPE OF BUSINESS ORGANIZATION**
Bidder operates as an individual __, a corporation __, incorporated under the laws of the State of _____, a non-profit organization __, a partnership __.
If partnership, list names of partners:
5. **OREGON LICENSE**
If a corporation, he is __, is not __, licensed with the Oregon Corporation Commission.
6. **DOING BUSINESS AS:**
If doing business under an assumed name, give assumed name.

FIRM OR CORPORATION NAME:

NAME OF LOCAL REPRESENTATIVE:

MAILING ADDRESS:
(street, City, State, Zip Code)

AREA CODE AND TELEPHONE NUMBER:

NAME AND TITLE OF PERSON AUTHORIZED
CONTRACT AND SIGN OFFER (TYPE OR
PRINT)

SIGNATURE OF AUTHORIZED
PERSON

OFFER DATE:

NOTE: If person desires to make offer, but cannot sign contract, attach letter of explanation as to who will sign and the time required to obtain authorized signature.

Proposals must be enclosed in a sealed envelope, endorsed on the outside, indicating the material being offered, the bid number and the opening date, and delivered to the Purchasing Agent on or before the time and date of the bid opening.*

* Instructions to Bidders ** General Conditions		
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BID / RFP REVIEW FORM

Date Received by the Procurement Division 4-14-90

Check one

BID

RFP

Title of Project: ETHERNET NETWORK CONNECTION

Originator: JEFF BERTH
UNISYS A-AF MAINFRAME

Department/Division: INFORMATION SYSTEMS

Contact: _____

Reviewed by: Procurement Officer (Please initial)
[Signature] 4-15-90
Date

Construction Projects Mgr _____
Date

Legal Counsel [Signature] 4/16/90
Date

Finance & Management Info. _____
Date

Insurance Coordinator _____
Date

Comments: Refer to Council

Contract No. _____

PUBLIC CONTRACT

THIS Contract is entered into between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, hereinafter referred to as "METRO," and _____, whose address is _____ 97____, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the bid documents and the CONTRACTOR'S proposal dated _____ 1992, and attached hereto as Exhibits A and B. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II

TERM OF CONTRACT

The term of this Contract shall be for the period(s) specified in Exhibits A and B through and including delivery by CONTRACTOR and acceptance by METRO.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed

and/or goods supplied as described in Exhibits A and B. Metro shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included therein or incorporated by amendment(s) to this agreement.

ARTICLE IV

LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify and hold harmless METRO, its agents and employees, 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 Contract.

CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors. Nothing in this Contract shall create any contractual relationship between any subcontractor and METRO.

ARTICLE V

TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI

INSURANCE

CONTRACTOR shall maintain such insurance as will protect CONTRACTOR from claims under Workers' Compensation Acts and other employee benefits acts covering all of CONTRACTOR's employees engaged in performing the work under this Contract; and from claims for damages because of bodily injury, including death and damages to property.

This insurance must cover CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

The insurance shall have at least the minimum, coverage limits and incorporate the language contained in the proposed contract attached hereto as Exhibit C.

CONTRACTOR shall immediately increase the amounts of liability insurance required to reflect any changes in Oregon Law so that the insurance provided shall cover, at a minimum, the maximum liability limits under the Oregon Tort Claims Act.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

ARTICLE VII

PUBLIC CONTRACTS

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 this agreement.

ARTICLE VIII

ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX

QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of at least one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or

subcontractors by any manufacturer or supplier shall be deemed to inure to the benefit of METRO.

ARTICLE X

OWNERSHIP OF DOCUMENTS

All documents of any nature, specifically produced by CONTRACTOR pursuant to this agreement shall become the property of METRO and it is agreed by the parties hereto that such documents shall be deemed made for hire.

ARTICLE XI

SUBCONTRACTORS; DISADVANTAGED BUSINESS PROGRAM

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

If required in the Scope of Work, CONTRACTOR is required to make a good faith effort, as that term is defined in METRO's Disadvantaged Business Program (Section 2.04.160 of the Metro Code) to reach the goals of subcontracting 7 percent of the contract amount to Disadvantaged Business Enterprise and 5 percent of the contract amount to Women-Owned Business Enterprise. METRO reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this paragraph and METRO's Disadvantaged Business Program.

ARTICLE XII

RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII

SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV

INTEGRATION OF CONTRACT DOCUMENTS

This Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV

ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

CONTRACTOR NAME

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____

Date: _____

ATTACHMENT "C"
INSURANCE

1. The contractor shall purchase and maintain at the contractor's expense, the following types of insurance covering the contractor, its employees and agents.
 - A. Broad form comprehensive general liability insurance covering personal injury, property damage, and personal injury with automatic coverage for premises and operations and product liability. The policy must be endorsed with contractual liability coverage.
 - B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per person, \$1,000,000 per occurrence, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

METRO, its councilors, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

2. The contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon for more than 10 days. The contractor shall provide METRO with certification of workers' compensation insurance including employer's liability.
3. The contractor shall provide professional liability insurance covering personal injury and property damage arising from errors, omissions or malpractice. Coverage shall be in minimum of \$1,000,000. METRO shall receive certification of insurance and 30 days notice of a material change or cancellation.

FINANCE COMMITTEE REPORT

RESOLUTION NO. 92-1605, AUTHORIZING THE PROCUREMENT PROCESS FOR ACQUIRING COMPUTER EQUIPMENT AND SOFTWARE TO UPGRADE THE A-SERIES MAINFRAME COMPUTER

Date: April 22, 1992

Presented By: Councilor Van Bergen

COMMITTEE RECOMMENDATION: At its April 15, 1992 meeting the Committee voted unanimously to recommend Council adoption of Resolution No. 92-1605. All members were present and voting.

COMMITTEE DISCUSSION/ISSUES: Jennifer Sims, Finance Director and Jeff Booth, Acting Data Processing Manager gave the Staff Report. Ms. Sims stated the purpose of the resolution is to expedite the process for procuring hardware and software for the mainframe computer which runs the District's financial management system. The Finance and Management Information Department has reconsidered its plan to address the declining performance of the A-4F mainframe by purchasing an upgrade of the processor to an A-6. The revised plan is to purchase hardware and software to 1) increase the disk and memory of the mainframe, 2) connect the mainframe to the agency network and 3) acquire a report writer for the mainframe. The new plan of action will make the information on the mainframe computer more accessible by personal computers connected to the network and make reports of financial data more easily obtainable.

Ms. Sims pointed out that sufficient funds are (\$69,172) included in the Data Processing Division budget but a subsequent budget amendment will be needed to transfer the money from the Materials and Services category to the Capital Outlay category to properly account for the purchase of the necessary items.

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 92-1605 FOR THE PURPOSE OF AUTHORIZING THE PROCUREMENT PROCESS FOR ACQUIRING COMPUTER EQUIPMENT AND SOFTWARE NECESSARY FOR THE UPGRADE OF THE A-SERIES MAINFRAME COMPUTER AND IMPROVING REPORT GENERATION CAPABILITY.

Date: April 2, 1992

Presented by: Jennifer Sims
Jeffrey Booth

PROPOSED ACTION

Approve Resolution No. 92-1605 authorizing a procurement process of computer equipment and software needed to improve the performance and reporting capability of Metro's financial management system which runs on a UNISYS A-Series mainframe computer.

BACKGROUND AND ANALYSIS

In its FY 91-92 budget, Council approved a \$70,000 addition to Information Systems Capital Lease line item to finance a \$220,000 upgrade of Metro's A-4F mainframe computer. The intent of the upgrade was to address declining performance due to increased use of the machine.

The upgrade strategy anticipated at that time had several components:

- | | | |
|----|-----------------------------------------|-----------|
| 1. | Upgrade the A-4F processor to an A-6 | \$220,000 |
| 2. | Increase system memory from 24 to 36 MB | 12,500 |
| 3. | Increase disk storage space | 3,000 |

Subsequent to budget adoption, the following caused a reconsideration of the initial upgrade strategy:

1. Concern that the A-6 upgrade would substantially increase the cost of system and third party software licenses, making the machine more expensive to operate;
2. An unwillingness to make a substantial investment in the existing system due to concern that the A-Series may not be consistent with long term information needs and strategies;
3. Concern that the desired performance increase may be achieved solely by additional memory and disk in combination with careful system tuning;
4. A growing operational burden due to existing 9-track tape drives;
5. The need to put the A-Series on Metro's network, thus eliminating the need to have a separate mainframe

6. cabling system in the new Headquarters; and Identification by the Financial Reporting Task Force of a need to improve data access and reporting capabilities of the mainframe.

To address these needs and concerns an alternate action plan has been identified. This plan requires an alternate use of monies budgeted for the upgrade as follows:

1. Forestall the expensive processor upgrade by combining a disk and memory upgrade with a program of careful system tuning;
2. Purchase equipment and software required to make the mainframe accessible by personal computers on Metro's network;
3. Obtain a report writer to improve accessibility to financial data.

In addition, the Information Systems data processing plan will contain a review of the economics and capabilities of the A-Series mainframe vis a vis more current technology and set a strategy to guide support of the financial management system. Finally, the purchase of a high capacity tape drive will be deferred until the next fiscal year. The tape drive will cost \$14,000.

Costs of the recommended components are:

	Cost	Install	Maint.
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Disk	\$3,000	\$480	\$500
Memory	12,500	480	500
LAN Connection	25,000	2,000	1,000
Report Writer	24,000	2,500	0
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Total	\$64,500	\$5,460	\$2,000

The LAN Connection and Report Writer will be purchased by competitive bid. A total of \$69,960 will be capitalized.

BUDGET IMPACT

Budgeted Capital Lease is \$246,464 of which \$69,172 was allocated for the upgrade. A budget amendment will be prepared to transfer this money from Materials and Services - Capital Lease to Capital Outlay to cover purchase of the identified items.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive officer recommends approval of Resolution 92-1605.