



Solid Waste Information System (SWIS): Application development and implementation

RFP 11-1867

Metro Finance and Regulatory Services Department

600 NE Grand Ave.
Portland, OR 97232
503-797-1700

Project Managers

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Notice is hereby given that proposals for RFP 11-1867 for Solid Waste Information System (SWIS): Application requirements, design, development and implementation shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on May 6, 2011. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. Proposers shall review all instructions and contract terms and condition.

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I. INTRODUCTION

The Finance and Regulatory Services Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for Solid Waste Information System (SWIS): Application development and implementation. Proposals will be due as indicated on the RFP cover page.

Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

Metro is responsible for solid waste planning and disposal in the region. As part of these responsibilities, Metro oversees the operation of two Metro-owned waste transfer stations and administers contracts for the transport and disposal of that waste. Metro also oversees a system of agreements, franchises and licenses of privately owned solid waste facilities.

The Solid Waste Information System (SWIS) was established in 1989 by Metro Code section 5.05.060 to ensure compliance with the Solid Waste Flow Control chapter of Metro Code. The principal purposes of SWIS are to ensure that:

- Metro meets the obligations of its major contracts, specifically the flow guarantee in the disposal contract and the tonnage limits established for licensees and franchisees, and
- Fees and taxes on solid waste are correctly stated and timely paid. This includes the regional system fee and Metro excise tax both of which are reported monthly by licensees and franchisees and calculated from the tonnage-based disposal fee.

SWIS expanded significantly during the 1990s in response to Metro's evolving needs, but did not grow according to an established plan or vision.

In 2001, when responsibility for SWIS was transferred to the Financial Management and Analysis section of the former Solid Waste Department, a preliminary assessment identified several deficiencies in the structure, controls and data acquisition elements of SWIS; and also proposed several opportunities for improving efficiency and customer service, such as tailored reports and on-line tax filing.

Although some of these deficiencies were addressed and opportunities realized with the hiring of the current SWIS Coordinator in 2006, many issues have remained unresolved due to resource constraints and higher agency priorities.

The SWIS Project

The SWIS project was formed in August 2009 to capitalize on the strengths of the current system, remediate its weaknesses and realize development opportunities.

The vision for the SWIS project is: Metro uses a state of the art system of data collection and reporting to support its current business objectives:

- Acquisition of revenue from privately-owned solid waste facilities, and
- Monitor compliance with tonnage related regulatory requirements by licensees and franchisees.

The ideal system:

- provides single sources of tonnage and financial data from which all reporting is derived,
- utilizes business processes designed to provide appropriate separation of responsibility,

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- provides external business partners and stakeholders on-line tools for reporting revenue, tonnages, fees and taxes collected,
- provides external business partners on-line tools for submitting transactional, customer and related data,
- provides automated data validation and internal consistency checks,
- provides on-demand reporting and export of data to Metro staff and external stakeholders via web-based or other applications,
- controls access to data by use of role based security
- is governed by a data dictionary.

Project Schedule – a phased approach

To control complexity and cost uncertainty the project is being conducted in two phases.

Phase I – The goal of phase I, completed in January 2011, was to review the existing system, and describe the “ideal” SWIS. The principle result of this work is *Appendix A – To-Be Systems Analysis* and *Appendix B - To Be Systems Analysis Appendix* (collectively referred to as the ‘To-Be Systems Analysis’) which describes the target SWIS system:

- A single data base that captures all external reporting entity’s transactions and data elements formerly isolated in separate databases and non-relational data repositories,
- Business processes redesigned around the consolidated databases and standard interfaces with reporting entities, Reports to drive business processes and provide information to stakeholders of the system.

Also included are *Appendix C – Current Systems Analysis* and *Appendix D – Current Systems Analysis Appendix* providing a detailed description of the existing system.

Phase II - Phase II, the subject of this request for proposals, will design, develop, implement, test and roll-out the revamped SWIS as described in the “*To-Be*” *Systems Analysis*. This will realize the previously stated goals of the project.

Procurement strategy: To assure that qualified consultants respond to requests for proposals in both phases of the project, the phase I RFP was issued with the understanding that the consultant awarded the phase I contract would be eligible to propose in phase II. To avoid bias in the phase II procurement, Metro will follow this discipline:

- The evaluation team for phase II proposals will be substantially different from that for phase I.
- The phase I project manager will not be on the evaluation team for phase II proposals.

Phase II proposers will identify as exceptions any requirement in Phase I documents (listed above) that create a bias for any potential contractor. Proposals received without such information will be presumed to believe that there are no such biased requirements in the procurement.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described:

The contractor will provide the project management and system implementation services required to implement and bring into production the Solid Waste Information System described in the *Appendix A - “To-Be” Systems Analysis* and *Appendix B – “To-Be” Systems Analysis Appendix* and as may be modified by the review of these documents in this phase.

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Project management services

The contractor will be responsible for overall project management. This will include, but is not limited to:

- Working within the larger project framework defined and maintained by Metro project management on behalf of the project's executive steering committee,
- Utilizing a work break down structure to identify project tasks and milestones,
- Working within the overall project timeline to sequence and document project tasks and set the project schedule,
- Indicating Metro and contractor resources necessary to accomplish each project task,
- Convening regular project status meetings as agreed to by Metro,
- Reporting project status weekly unless otherwise agreed to by Metro,
- Insuring that quality and integrity are built into the system by working within guidelines and procedures established by the contractor and agreed to by Metro,
- Establishing a test plan that will utilize Metro and contractor resources for testing the system,
- Establishing and utilizing a project issues management system,
- Establishing and utilizing a project change management system,
- Establishing and utilizing a plan for identifying and managing project risk, and
- Billing for services at key project milestones.

Implementation services

This includes, but is not limited to,

- Designing and implementing a **single data base** to receive external reporting entity's SWIS transactions and serve as the basis of reporting. The database will be documented by a data dictionary.
- Implement consolidated reporting from the SWIS database and related operational and forecast databases
- Developing a browser-based application to support the system described in *Appendix A - "To-Be" Analysis*, *Appendix B - "To-Be" Analysis Appendix* and updates to the document identified in a phase II review which address requirements in areas including but not limited to:
 - External submission of transaction data and forms: reporting entities (or Metro acting as proxy for the external reporting entity) will perform activities on-line such as :
 - validate monthly transaction files,
 - certify and submit tonnage data,
 - certify and submit fee and tax reports,
 - optionally submit payment, and
 - maintain data mappings from local to Metro standard values.
 - System administration: This includes activities by Metro staff such as:
 - maintaining system data tables,
 - granting and managing system security,
 - controlled adjustment of transaction data,

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- monitoring monthly processing of transactions, from receipt through the various reviews for fee and tax due diligence, and
- managing records retention.
- Reporting: System stakeholders will access reports and export data. This includes the means of executing standard reports from within the application, providing report access to system users via a “reporting kiosk” and exporting data for use outside the system.
- Working with Metro systems staff to specify the physical and logical environment that will support the application including application and database servers.
- Migrating external reporting entity transaction data from the current system to the target database. Implementing and testing business processes documented in the “To-Be Analysis”.
- Designing, developing, testing and implementing interfaces to external systems such as Metro’s bank (See *Appendix F U.S. Bank E-payment Express Technical Specifications*), PeopleSoft accounts receivable and (optionally) TRIM records management,
- Designing, developing, testing and implementing physical and on-line forms such as the Submission Summary Report,
- Appropriate technical and end-user documentation and help screens.
- Involving Metro technical staff to assure a technology transfer and transition to Metro maintenance of the application.

Constraints

1. The proposed solution will be browser-based.
2. The proposed solution will be implemented utilizing the elements described in *APPENDIX E – Metro’s Technical Architecture*.
3. All reports will be implemented using SQL Server Report Service (SSRS), Crystal Reports 9, and/or Excel. Third party business intelligence and analysis tools may be considered in a subsequent project.
4. The proposed solution will establish environments at Metro for development, testing and production use of the application. At a minimum, these environments will be logically isolated.
5. All communications or interactions with Metro staff will be at Metro premises during Metro business hours unless otherwise agreed to by Metro.

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6. The proposed work plan will include as a deliverable a delta document identifying changes to the “To-be Analysis”. Ideally, this would be the end point of a walk-through of these documents by the Contractor and Metro staff for the purpose of familiarizing the Contractor with the system.
7. The proposed work plan will be based on a collaborative, iterative development methodology that provides for Metro’s participation and deliverables for its review throughout the development process.
8. The proposed work plan will include as deliverables an application system and related database with data dictionary, tested and ready for use in implementation of the broader information system. Metro’s expectation is that this product is substantially debugged and tested to the state one would reasonably expect of a commercially available off the shelf product.
9. The consultant will participate in two work sessions conducted by Metro staff with a select group of reporting entities. The first will be to review the initial wireframe or prototype of the system. The second will be a presentation of the system as it nears completion.
10. The proposed work plan will include as a milestone SWIS tested and ready for deployment. This includes, but is not limited to, a fully populated test database (reference tables and converted summary and transaction data), application software, documented business processes and procedures, operational interfaces and forms, reports, technical and end user documentation. This milestone will be reached after extensive use of test scripts by Metro that exercise all aspects of the new SWIS.
11. The proposed work plan will include as a milestone SWIS deployed in the production environment. This includes, but is not limited to, a fully populated production database (reference tables and converted summary and transaction data), Metro users trained in and actively using the system. This move to production will determine the beginning of the warranty period.
12. As an option for Metro, the consultant’s proposed work plan will include the resources necessary for training external reporting entities on the use of the new reporting application.
13. The proposed work plan will include a warranty period of no less than six months. During the warranty period, the Contractor will be responsible for resolving any problems or bugs encountered during production use of SWIS.
14. The proposed work plan will include as deliverables technical and end user documentation of the application and database.

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Metro responsibilities

1. Metro will be responsible for managing the context of the project including overall project scope, schedule, budget, quality, risk management, reporting progress to and resolving issues with the project's executive steering committee.
2. Metro will provide timely review of deliverables. Review will be completed within a time mutually agreed to by the Contractor and Metro.
3. Metro will provide responsive access to business area experts in order to gain necessary knowledge of business rules, resolve issues regarding the application and participate as required in project tasks.
4. Metro will provide responsive access to Information Services Department analysts to participate as required in project tasks.
5. Metro's systems group and database administrator will be responsible for purchasing, installing and configuring hardware and system software per the system design.
6. Metro will be responsible for working within the agreed upon project schedule to manage communications with external business partners (reporting entities, DEQ, City of Portland) to convey revised reporting and data submission requirements and provide training and transition assistance.
7. Metro will be responsible for working within the agreed upon project schedule to make changes within the WeighMaster system required by revised reporting and data submission standards.
8. Metro will be responsible for working within the agreed upon project schedule to implement PeopleSoft Accounts Receivable to manage the accounts of reporting entities required to record fees and excise taxes due, payments, penalties and interest and credits.

Project Schedule

Vendor questions due	April 22, 2011
Proposals due	May 6, 2011
Project kick off	June 1, 2011
Application and database ready for implementation	December 1, 2011
Go-live, Warranty period begins	March 1, 2012
All reporting entities using the on-line system	June 1, 2012
Warranty period ends, transition to Metro maintenance	August 31, 2012

Metro reserves the right to adjust the schedule if deemed to be in the agency's best interests

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

Project management

The contractor will have experience in defining, structuring and managing projects including activities such as:

- Project team chartering and team building,
- Project definition (scope, work breakdown structure, schedule, budget),
- Development and utilization of plans such as for communications, stakeholder management, risk assessment and mitigation, quality management, change management and project close-out.

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- Day to day management of project including task initiation and termination, problem identification and resolution, reporting status, managing project expenses and budget, etc.

Information systems development and implementation

The contractor will demonstrate a clear sensibility of the scope and breadth of an information system as the combination of:

- Business purpose including observation of organizational policy and strategic direction, standard of professional practice and legal and contractual obligations,
- Information workers responsible for receiving, interpreting and disseminating data and information,
- Data and information including fundamental transactions, reports and key performance indicators.
- Input/processing/output including elements such as application software and databases, supporting hardware and communications, interfaces with external systems, forms and business processes and procedures.

The contractor will have experience integrating all of the preceding elements within the scope of an information systems implementation project.

Application development

The contractor will utilize a documented application development methodology honed and perfected through repeated application, evaluation and adjustment.

The contractor will have training and experience in developing requirements for, designing, developing, testing, and placing in services application software and databases.

The contractor will have training and experience developing and deploying applications and database utilizing the toolset and standards stated in *Appendix E – Metro’s Technical Architecture*.

V. PROJECT ADMINISTRATION

Metro’s project managers, Joel Sherman and Jeffrey Booth, will administer the project. Proposer shall indicate one point of contact for the resulting contract.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

Five (5) copies of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

Metro Procurement Services
Attn: Sharon Stiffler, RFP 11-1867
600 NE Grand Avenue
Portland, OR 97232-2736

B. Deadline: Proposals will not be considered if received after the date and time indicated on the RFP cover page.

C. RFP as Basis for Proposals

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should

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be addressed to Sharon Stiffler, sharon.stiffler@oregonmetro.gov. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 3:00 pm on April 22, 2011.

D. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

E. Minority, Women and Emerging Small Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, 503-797-1648.

VII. PROPOSAL CONTENTS

The proposal should describe the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers, folders, binders or non-recyclable materials should be included in the proposal.

- A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. Approach/Project Work Plan: Provide a framework of how you would approach the work, including a proposed work plan and schedule including anticipated deliverables and project time line. Provide a detailed explanation of the application development and implementation methodology to be applied in this project. A detailed work plan and schedule derived from the proposed work plan will be due within two weeks of contract execution..
- C. Staffing/Project Manager Designation: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

- D. Experience: Indicate how your project team meets the experience requirements listed in Section IV, above. Provide a list of projects conducted over the past five years which involved services similar to the services required here. For each of these other projects include the name of the customer contact person,

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his/her title, role on the project, e-mail, and telephone number. *Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles*

- E. Cost/Budget: Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, sub consultant fees (if any) and requested expenses. If the optional training unit costs as described in “Section III, Constraints”, item #12 is different than the general personnel unit costs described herein, please also state those costs as an option to Metro.
- F: Diversity in Employment and Contracting:
- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
 - Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
 - Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.
- G: Sustainable Business Practices
- Economy: Describe your business practices to reduce environmental impacts of your operations. This may include energy efficiency, use of non-toxic products, alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.
 - Environment: Describe your support of local businesses and markets within the Portland Metro region. Include what steps your company has taken in the past to support local businesses, and what steps would be taken if selected for this project.
 - Community: Describe the employee compensation structure of your organization. Include wage scales for employees, including trainee, probationary, entry level, journey level, and supervisory. Also include policies regarding annual cost of living adjustments (COLA) to employee wages. Details of the healthcare program (including, medical, dental, prescriptions, preventive care, etc.) as well as out of pocket and deductibles, and employee contributions for themselves and family members. All other employee benefits are to be including, such as vacation, sick leave, pension, disability insurance, profit sharing, childcare, health memberships, company vehicle, public transportation, etc.
- H. Exceptions to Standard Agreement and RFP: Carefully review the Standard Agreement attached hereto as Exhibit A and incorporated herein. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their Proposal; Metro shall not be required to consider contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

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VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal 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 Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of firm(s). Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked firm, Metro reserves the right to enter into negotiations with the next highest ranked Proposer.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

Percentage of Total Score

Approach and work plan	35%
o Project plan and deliverables	
o Application development methodology	
o Implementation methodology	

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Experience and commitment	35%
o Staff background and experience with the technical tool set	
o Staff background and experience on similar projects	
o Experience of proposed staff working together as team on a similar projectss	
o References	
Budget/cost proposal	20%
o Overall cost of services.	
Diversity	5%
o Work force diversity	
o Diversity in contracting	
o Diversity of firm	
Sustainable business practices	5%
o Environmental impact	
o Support of local businesses and markets	
o Employee compensation stuctuer	
Total	100%

X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Darin Matthews, Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached personal services agreement is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal. Metro shall consider exceptions and revisions included as part of a Proposal, but shall not be required to consider revisions proposed during contract negotiation.



Sample Standard Agreement

Metro Contract No. XXXXXX

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and Company Name, referred to herein as "Contractor," located at address, City, State Zip.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective Month XX, 201X and shall remain in effect until and including Month XX, 201X, unless terminated or extended as provided in this Agreement. IF CONTRACT IS SUBJECT TO RENEWAL OR EXTENSION, INCLUDE SUCH LANGUAGE i.e. This agreement may be renewed or extended for XX additional one-year periods at Metro's sole discretion.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Attachment A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed XXXXXX AND XX/100THS DOLLARS (\$XXXXXX.XX). Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
4. Insurance. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
 - (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
 - (c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
 - (d) If required by the Scope of Work, Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

Contractor shall provide to Metro 30 days notice of any material change or policy cancellation.

Contractor shall provide Metro with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to Metro.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials 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, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling,

Sample Standard Agreement

electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

- a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:
 - (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
 - (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
 - (3) Any cost and pricing data relating to the contract; and
 - (4) Payments made to all suppliers and subcontractors.
- b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.
- d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.
- e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.
- f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.
- g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.



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Sample Standard Agreement

7. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

8. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

9. Right to Withhold Payments. Metro shall have the right to withhold from payments due to 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.

10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

11. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without Metro's written consent.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

15. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

CONTRACTOR

METRO

By_____

By_____

Print Name_____

Print Name_____

Date_____

Date_____



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Sample Standard Agreement



Sample Standard Agreement

SCOPE OF WORK

Metro Contract No. XXXXXX

1. Purpose and Goal of Work

2. Description of the Scope of Work

3. Deliverables/Outcomes

4. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed XXXXXXX AND XX/100TH DOLLARS (\$XXXXXX.XX).

INCLUDE HOURLY RATES OR TASK BASED PAYMENTS IF APPLICABLE

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention: Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.



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Request for Proposals (RFP 11-1867) Appendices

Appendix A – “To-Be” Systems Analysis

Appendix B – “To-Be” Systems Analysis – Appendix

- PP1 – Post collection recovery report
- PP2 - Tonnage cap compliance and flow guarantee report
- PP3 – Revenue tonnage report
- PP6 – Metro vehicle type summary report
- PP7 – Metro transaction and credit type report
- PP8 – Metro organics

Appendix C – Current Systems Analysis

Appendix D – Current Systems Analysis – Appendix

Appendix E – Metro’s Technical Architecture

Appendix F– U.S. Bank E-payment Express Technical Specifications



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Appendix E – Metro’s Technical Architecture

Operating system Windows Server 2008 Service Pack 2 (R2)?
Hyper-V

Database Microsoft SQL Server 2008 Enterprise Edition SP2

Collaboration Microsoft Office SharePoint Server 2010 MOSS Enterprise

Security Windows Server 2008 Certificate Services (PKIROOT)

Development Microsoft Visual Studio 2010+ –.NET
Microsoft Visual Studio 2010+– Microsoft SQL
Microsoft Visual Studio 2010+ - C#

Reporting Microsoft SQL Server 2008 Reporting Services (SSRS)
Crystal Reports 9

Document management HP TRIM

Enterprise Resource Management Oracle PeopleSoft Financials 9.0, PeopleTools 8.48

Process modeling Business Process Modeling Notation (BPMN)