

Request for Proposals



METRO

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RFP10-1525

**Solid Waste Information System (SWIS)
Structured systems analysis and end-user requirements**

**Finance and Regulatory Services Department
Solid Waste Revenue and Rate Setting Section**
600 N.E. Grand Avenue
Portland, OR 97232
(503) 797-1700, Fax (503)797-1796

Project Manager:
Jeffrey Booth
Systems Analyst IV
Information Services Department
Email: Jeff.Booth@oregonmetro.gov
Phone: 503-797-1603

Procurement Contact:
Darin Matthews, Metro Procurement Officer
Email: Darin.Matthews@oregonmetro.gov
Phone: 503-797-1626



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Request for Proposals

Proposal deadline is 3:00 PM on October 2, 2009. Proposal may be submitted by mail, hand delivery, or email and addressed to the Project Manager listed above.

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Solid Waste Information System (SWIS) Structured systems analysis and end-user requirements

RFP10-1525

I. INTRODUCTION

Metro is the directly elected regional government that services more than 1.2 million residents in Clackamas, Multnomah and Washington counties and the 25 cities in the Portland Metropolitan area.

Metro is responsible for regional growth management, transportation and land use planning; regional environmental management; operation of the Oregon Zoo; regional parks and green spaces programs; and technical services to local governments.

The Deputy Chief Operating Officer 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 several deliverables related to the re-implementation of the solid waste information system (SWIS). Details concerning the project and proposal are contained in this document.

Proposals are due no later than 3:00 PM on October 2, 2009 in Metro's Information Services Department at 600 NE Grand Avenue, Portland, OR 97232-2736, to the attention of Jeffrey Booth (faxed submissions will not be accepted).

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 thirty 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 the Flow Control chapter 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.

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

This project is intended to re-assess the state of SWIS in relation to its business purposes, identify options, and implement solutions.

Technical description of SWIS

Appendix A – SWIS Context is a graphic illustration of SWIS, its external interactors and the data flows between them. *Appendix B – SWIS system description* provides a description of the elements in the context diagram and a discussion of the strengths, weaknesses, opportunities and threats of the system.

The SWIS Project

Metro formed the SWIS project 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,
- monitor compliance with regulatory requirements by licensees and franchisees, and
- managing compliance with the non-operational obligations of the long-term contracts governing transfer, transport and disposal of waste from the Metro-owned transfer stations.

The ideal system:

- is governed by a data dictionary that defines all system entities and their relationships, catalogues data flows, stores, reports and data elements and documents related processing,
- provides single sources of tonnage and financial data from which all reporting is derived,
- utilizes business processes designed to provide appropriate separation of responsibility,
- 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 and other applications,
- controls access to data by use of role based security.

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Project Schedule – a phased approach

To manage the risk of project complexity and cost uncertainty, the project will be executed in two phases.

Phase I - The goal of phase I is to create a requirements document describing the “ideal” SWIS, research applicable technologies, develop and assess solution alternative and select a preferred solution approach. The requirements document which will contain a structured analysis of the ideal system and end-user requirements will be utilized in the phase II procurement.

Phase II - Phase II includes the design, implementation, testing and roll-out of SWIS. Procurement efforts will begin in early January 2010 with the goal of having products and services vendors selected and a phase II project schedule determined by June 1, 2010. Actual implementation work will begin July 1, 2010.

Parallel effort – improvements to SWIS related processes

Beginning September 9, Metro staff will undertake an analysis of the following business processes external to SWIS:

- Contract compliance – financial (AP due diligence)
- Contract compliance – non-financial
- Fee & tax confirmation and due diligence
- Regulatory compliance
- Rate setting
- Tonnage forecasting

The result of this effort will be cross functional flow charts illustrating the user roles, sequence of steps, reliance on databases and other data stores, physical movement of files and documents, etc. ***One of the goals of this work is to provide a basis from which the data requirements of these processes can be identified for possible inclusion in SWIS.***

III. PROPOSED SCOPE OF WORK/SCHEDULE

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

1. ***Structured analysis of as-is SWIS and related external systems -***
 - a. A physical model of current SWIS business processes such as a cross functional flow chart,
 - b. An event list of time, control and limit related events to which the system must respond,
 - c. A context diagram and layered data flow diagrams that model the flow of data between external interactors, SWIS system processes and SWIS data stores,

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- d. A context diagram and layered data flow diagrams for each of the external interactors identified for potential inclusion in the SWIS database,
- e. An entity-relationship diagram for
 - i. SWIS, and
 - ii. each of the external interactors called out for potential intergration with SWIS,
- f. A data dictionary describing all system entities, data elements, data flows, data stores, reports and processes.

2. ***Gather and document end-user requirements.*** Through interviews with Metro staff and external users, review of source documents such as regulatory instruments, contracts, statutes and Metro policy, consideration of system and data models, and consideration of the project vision identify the user requirements of the system. A user requirement is a statement of need by a user or stakeholder of the system. This includes
- a. Affordances – an option or freedom afforded the user
 - b. Constraints – modifies a requirement or set of user requirements by limiting the range of acceptable solutions.

Recordkeeping for requirements will include traces back to the origin of each requirement (e.g. conversation with staff, regulatory instrument, statute, etc.)

3. ***Document requirements for ideal SWIS consisting of:***
- a. Structured analysis of the ideal system – This will unify SWIS and the external interactors called out for potential integration with SWIS. The structured analysis includes:
 - i. A physical model, such as a cross functional flowchart, of the ideal SWIS business processes
 - ii. An event list of time, control and limit related events to which the ideal system must respond,
 - iii. A context diagram and layered data flow diagrams that model the flow of data between external interactors, ideal SWIS system processes and its data stores.
 - iv. A context diagram and layered data flow diagrams for each of the external processes that may be redesigned by having data requirements merged with SWIS.
 - v. An entity-relationship diagram for ideal SWIS
 - vi. A data dictionary describing all system entities, data elements, data flows, data stores, reports and processes.
 - b. Statement of end-user requirements for the ideal system.

4. ***Conduct a marketplace survey for technologies that may be applicable to the requirement of the ideal system.***

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5. **Identify alternative solution strategies.**
6. **Gather data to support feasibility analysis.** This will consider the operational, technical, economic and schedule feasibility of each option.
 - a. Operational – staff and facilities required by the solution.
 - b. Technical – technical components and standards utilized by the solution.
 - c. Economic – initial acquisition cost, implementation project cost, and cost of on-going maintenance.
 - d. Schedule – time estimated to implement solution.

NOTE: *Appendix C – Phase I Work breakdown structure* and samples of all system elements (regulatory instruments, forms, reports, databases, etc.) have been provided to provide the proposer a basis for estimating the effort required for each of these products.

Phase I project schedule

Proposals due	October 2, 2009
Evaluation team identifies preferred proposal	
Complete contract negotiation	
Execute contract	October 23, 2009
Structured analysis of as-is SWIS	TBD
Requirements gathering	TBD
Requirements document for ideal SWIS	TBD
Market place survey	TBD
Identification of alternatives	TBD
Assessment of alternatives	December 18, 2009
Metro selects preferred alternative	December 31, 2009

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall possess the following knowledge and experience:

- Knowledge and experience with structured systems analysis techniques and tools.
 - Knowledge and experience gathering, structuring, writing, checking and reviewing user requirements.
- Include in your proposal any public sector experience performing a similar project.

V. PROJECT ADMINISTRATION

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Jeffrey Booth will manage the resulting contract. All work products provided under the contract are subject to the project manager's approval, as well as all invoices. Metro will make payment 30 days from date of invoice after authorization by project manager. Invoice is to include detailed summary of all work done for which the invoice is submitted.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Three (3) copies of the proposal shall be furnished to Metro, addressed to:

Jeffrey Booth, Systems Analyst
Information Service Department
Metro
600 NE Grand Avenue
Portland, OR 97232

The deadline for receipt of all proposals is 3:00 PM on October 2, 2009.

All questions regarding this proposal shall be submitted to Jeffrey Booth at (503) 797-1603 or jeff.booth@oregonmetro.gov.

B. 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. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be posted on Metro's web site. Metro is not required to respond to questions received after 5:00 P.M. September 23, 2009.

C. 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.

D. 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

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(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) 797-1816.

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 or non-recyclable materials should be included in the proposal.

- A. Cover sheet: Include organization name and contact information.
- B. Transmittal Letter: Name and address of your organization, the date established, and a brief description of its historical background and key areas of work.
- C. RFP Contact Information: The name, title, address, and phone number of the individual preparing the response and the name of the contact for this RFP. Include a statement that the proposal will be valid for ninety (90) days.
- D. Staffing/Project Manager Designation: 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. Identify the project manager and all personnel that will be assigned to the project, their roles in relation to the work required, percent of their time on the project, special qualifications and experience they may bring to the project. Include resumes of individuals proposed for this contract.

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.

- E. Experience: Indicate how your firm 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, 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.
- F. Project Approach/ Work Plan: Provide a framework of how you would approach the work, including a proposed work plan and schedule including anticipated project time line. This will be further explored through interviews with the finalists.

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- G. Methodology/Tool Set: Describe the methodologies that will be used for systems analysis, data analysis and user requirements gathering. Describe the software toolset used to support systems analysis, data analysis and user requirements gathering.
- H. References: Provide a list of other firms and government agencies for which you provided similar services to those contained within this Scope of Work within the past five years. Include the names, titles and phone numbers of appropriate contacts at these organizations that are able to discuss the details of the services your agency provided.
- I. Cost: 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, and sub consultant fees (if any). Requested expenses shall also be listed.
- J. Miscellaneous: Provide any other information, which you feel, would assist Metro in the process of evaluating your proposal.
- K. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

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. Metro shall pay Contractor within 30 days of receipt of an approved invoice.

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- 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

Proposals received that conform to the proposal instructions will be evaluated based on approach, experience, availability and cost. Interviews may be held with the finalists, prior to awarding the contract. Award will be made to the firm submitting the most advantageous proposal as solely determined by Metro.

Evaluation criteria will include the following:

Approach or work plan	20%
<ul style="list-style-type: none">• Ability to meet project schedule• Appropriateness of proposed methodology and toolset• Exceptions or changes noted	
Experience	35%
<ul style="list-style-type: none">• Firm and staff experience with similar projects	
Budget/Cost Proposal	35%

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- Overall cost of services

Presentation 10%

- Clarity, organization and completeness of proposal

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.

Personal Services Agreement

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 _____, referred to herein as "Contractor," located at _____.

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 _____ and shall remain in effect until and including _____, unless terminated as provided in this Agreement. Metro reserves the right to extend the Agreement for additional time if deemed necessary by Metro, and in accordance with the Metro Code.

2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is hereby incorporated into this Agreement. All services and materials shall be provided by Contractor in accordance with the Scope of Work, and 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 _____ AND _____/100THS DOLLARS (\$ _____). Increases to maximum contract sum may only be done by written modification to the Agreement.

4. Insurance.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Commercial General Liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability, shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and

(2) Automobile Liability covering bodily injury and property damage; coverage shall be a minimum of \$1,000,000 per occurrence.

b. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on the above policies. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

c. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

d. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

e. Contractor shall provide Metro with proof of the required coverages prior to contract execution.

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

Personal Services Agreement

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, 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.

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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.

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 is considered to 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 only be assigned or transferred with the expressed written consent of Metro.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven 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.



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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 _____

Title _____

Title _____

Date _____

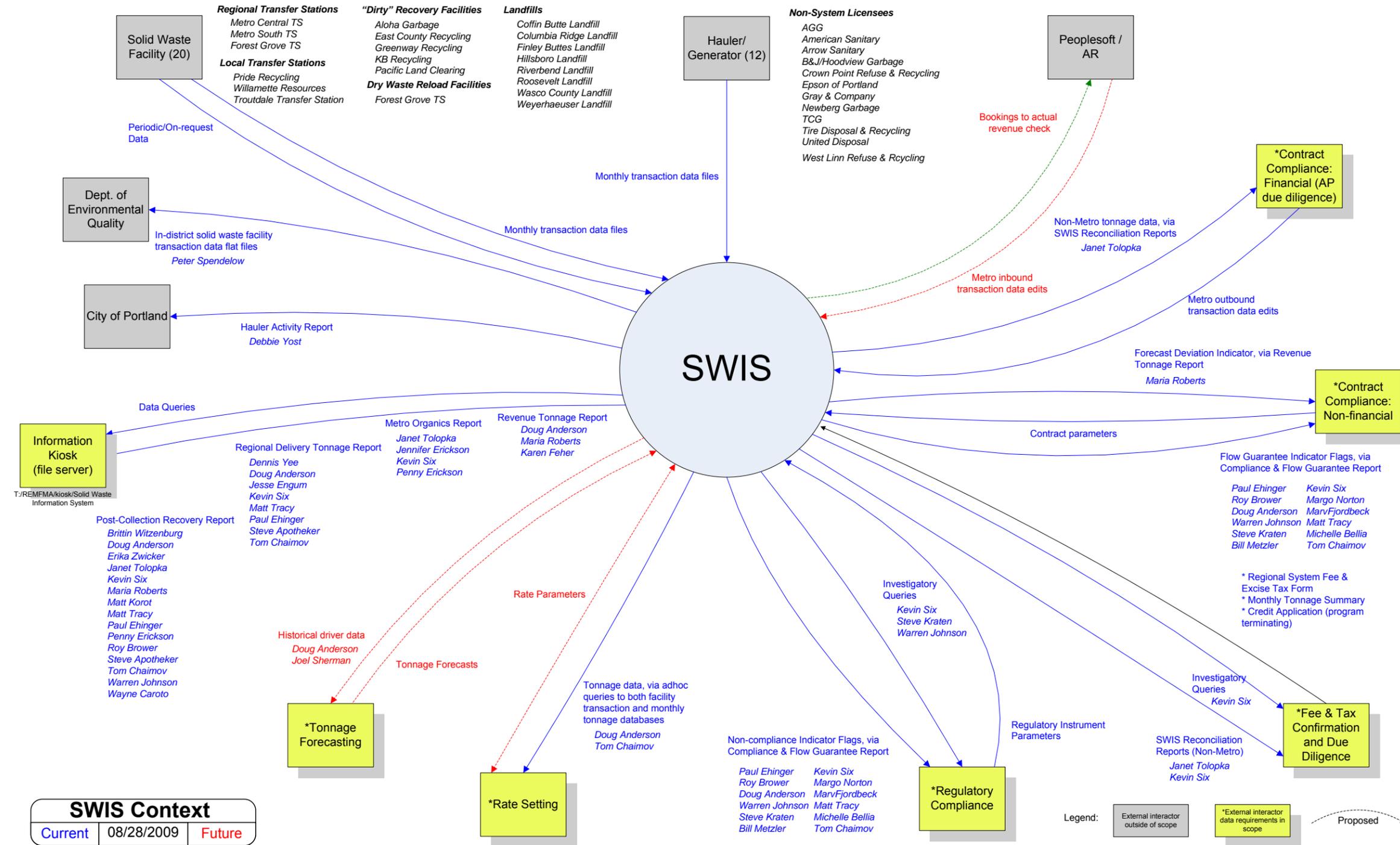
Date _____



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Appendix A – SWIS context diagram





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Appendix A – SWIS context diagram

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Appendix B – SWIS system description

The diagram **Appendix A - SWIS context diagram** illustrates the as-is SWIS system and the external entities and systems with which it exchanges data and information. This appendix contains a brief description of each element in the as-is system.

SWIS

Every month SWIS accepts as input the monthly transaction files from Metro's transfer stations and the thirty licensed or franchised facilities which comprise the regional disposal system. These transactions are edited by the SWIS administrator and entered into thirty two Microsoft Access databases, one per facility. Figure 1 displays the structure of these databases.

Monthly, the SWIS administrator receives completed *Regional System Fee and Excise Tax Reports* from Metro's accounts receivable section. These forms are submitted by licensees and franchisees to substantiate monthly payment of regional system fees and excises taxes. The SWIS administrator validates tonnages reported by each facility on these forms with that in the Access database for that facility

After transaction data is validated, the SWIS administrator aggregates transactions into the monthly tonnage database (also Access) which represents flows of waste between facilities. Figure 2 displays the structure of this database.

The SWIS administrator then produces a collection of seven Excel workbooks, each with multiple sheets, which summarize data from the transaction databases. These spreadsheets are placed in a folder called the "information kiosk" on a network drive for use by Metro analysts.

Quarterly, the SWIS administrator produces the "Quarterly Hauler Tonnage Report", an Excel spreadsheet, for the City of Portland Bureau of Planning and Sustainability.

Biennially, the SWIS administrator assembles all transactions into the "In-district solid waste facility transaction data flat file" for the Department of Environmental Quality.



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Appendix B – SWIS system description

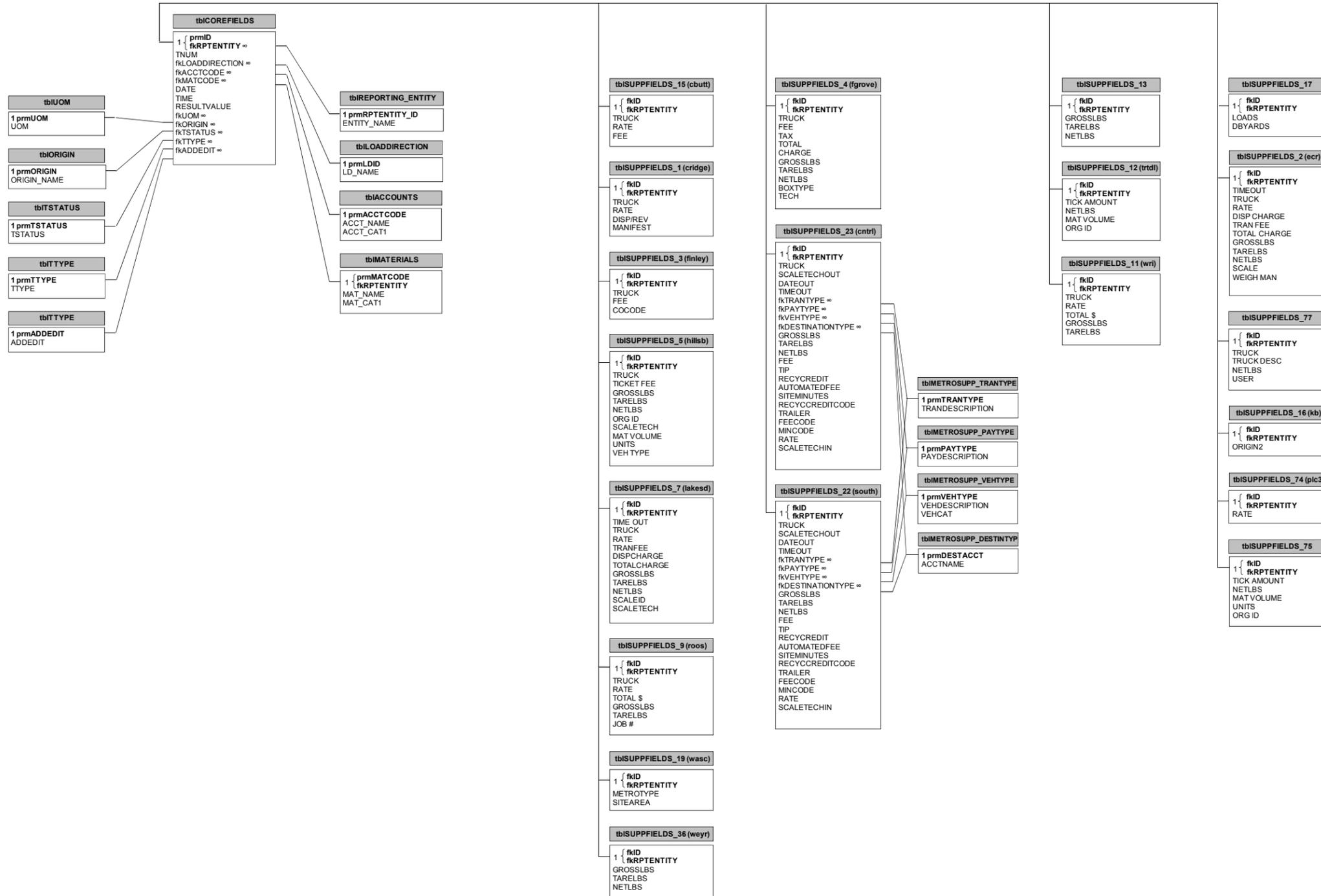


Figure 1 - Transaction database structure

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Appendix B – SWIS system description

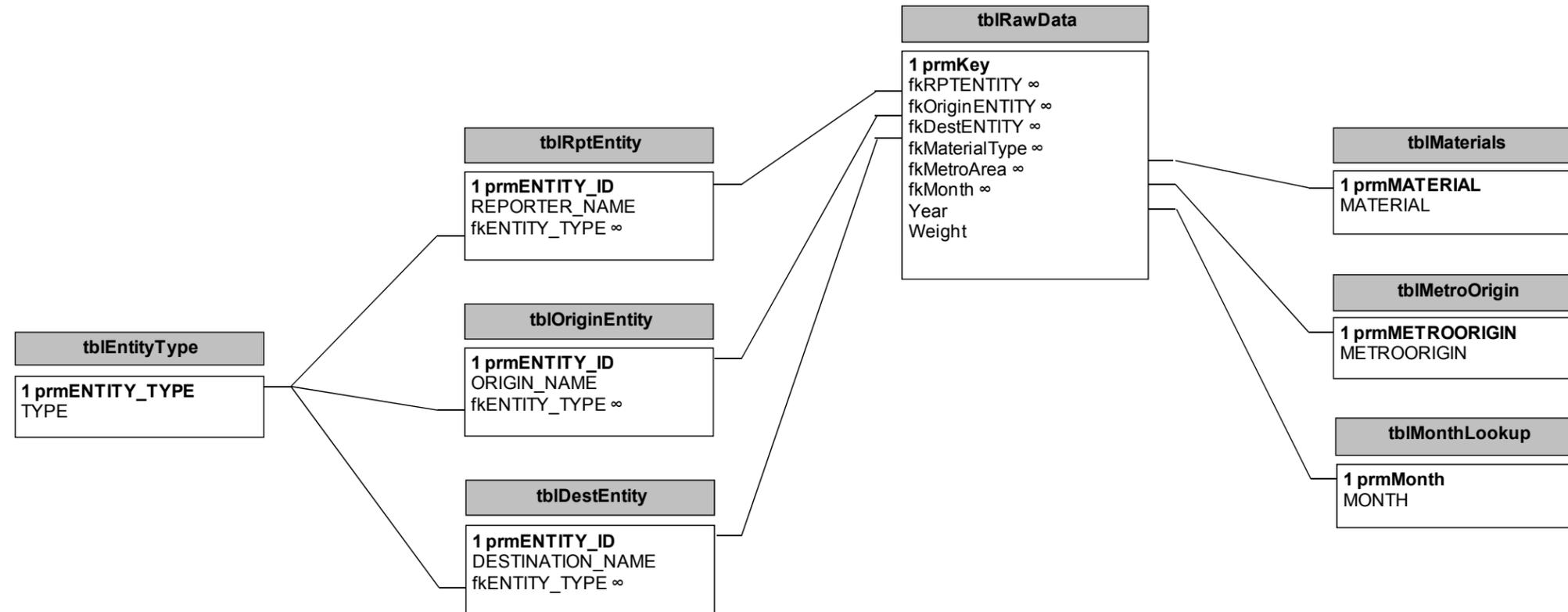


Figure 2 - Monthly tonnage database structure

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Appendix B – SWIS system description

Externals and related data flows

Solid Waste Facility

With the exception of Metro owned facilities (South and Central) each of these facilities is permitted to operate by a *regulatory instrument*. This can be a franchise (e.g. transfer stations), license (e.g. recovery facilities) or designated facility agreement (DFA) (e.g. landfills). The regulatory instrument establishes:

- The kind of waste that can be accepted
- The annual tonnage limit of waste the facility can accept
- Requirements for monthly reporting of transactions to Metro
- Requirements for providing files of customer numbers and names to Metro
- Requirements for providing files of material codes and descriptions (DFA only) to Metro
- Obligation for Metro to hold data in confidence
- Effective and expiration dates of the regulatory instrument..

Hauler/Generator

Hauler/generators operate under a *non-system license* (NSL) which authorizes delivery of specific kinds of waste to one or more designated non-system facilities (i.e. a facility not operating under a regulatory instrument.) The NSL establishes:

- The kind of waste that can be delivered
- The non-system facilities to which such deliveries can be made
- The annual tonnage limit of waste that can be delivered
- Requirements for monthly reporting of transactions to Metro.
- Effective and expiration dates of the agreement.

PeopleSoft/ accounts receivable

The accounts receivable section of Metro's Accounting division is responsible for:

- Billing and receiving payment from credit customers of Metro's waste transfer facilities. This is outside of the scope of SWIS, with the exception that corrections to transactions received from the transfer facilities should be passed through to SWIS to update transaction data it receives directly from the transfer facilities.
- Receiving monthly payment by regulated facilities of regional systems fees and excise taxes due to Metro as reported on the *Regional System Fee and Excise Tax Report*. A copy of the *Regional System Fee and Excise Tax Report* from each facility is passed to the SWIS administrator for validation of reported tonnages.

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Appendix B – SWIS system description

Information Kiosk

The information kiosk is simply a secured folder on a network drive accessible by internal SWIS stakeholders. Each month or quarter the SWIS administrator prepares a set of seven Excel workbooks and deposits them on the kiosk. These workbooks are:

- *Compliance and flow guarantee report* - Tracks tonnage related to each regulated entity; determines likelihood of violations and provides early warnings of tonnage cap violations; tracks tonnage related to waste management tonnage guarantee.
- *Delivery tonnage report* - Tracks and summarizes regional delivery tonnage by major waste type, and reports on trends; provides tonnage by reporting entity and waste type
- *Revenue tonnage report* - Tracks and summarizes revenue-related tonnage by major revenue stream; analyzes performance of actual tonnage to various standing forecasts.
- *Post-collection (dry waste) recovery report* - Tracks and summarizes, for each material recovery and local transfer station facility, the amount of tonnage recovered from dry waste received; reports trends in recovery rates for purposes of determining facility compliance
- *Metro transfer station quarterly tonnage report* - Reports the major streams of tonnage for the metro transfer stations over the prior quarter.
- *Metro load analysis report* - Summarizes tonnage and loads by various transaction fees and payments types for a particular month; provides tonnage and load counts that were under the metro minimum weight; provides load counts that generated recycling credits.
- *Metro organics report* - Reports all organics transactions for the particular month; summarizes organics tonnage and loads for each major hauler; reports trends in organics deliveries over time

City of Portland

Per a memorandum of understanding (MOU) with the City of Portland, each quarter the SWIS administrator provides the City with the *Quarterly Hauler Activity Report*. This reports all delivery tonnage by hauler and destination of waste delivery (i.e. which solid waste facility the hauler brought the tonnage) for each quarter.

Department of Environmental Quality

Per an intergovernmental agreement (IGA) with the DEQ once every two years the SWIS administrator provides a flat file of all transactions for the reporting period.

External systems

Presently, the set of seven workbooks are placed on the information kiosk for use by secured users without specific attention to the use of the data. However, for the purpose of the SWIS project the following external systems are explicitly modeled with the expectation that the SWIS database, augmented with additional data elements, may significantly reduce the manual effort required in each of these areas.

Contract compliance – financial (AP due diligence)

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Appendix B – SWIS system description

Metro's contract with Waste Management for the disposal of waste at the Columbia Ridge landfill in Arlington, Oregon contains a declining rate schedule by which disposal fees are determined and billed to Metro each month. The AP due diligence utilizes SWIS tonnage data to verify the Waste Management disposal prior to payment and the payment to the contract transfer station operator.

Contract compliance – non-financial

Metro's disposal contract with Waste Management requires that a minimum of 90% of the region's putrescible solid waste is disposed of at landfills owned by the contractor. Non-financial contract compliance monitors and models the flow of waste to assure this requirement is met.

Fee and tax confirmation and due diligence

The license and franchise agreements require that non-Metro system facilities collect regional system fees and excise taxes and remit these to Metro under the cover of a monthly *Regional System Fee and Excise Tax Report* form. Fee and tax confirmation and due diligence validates these filings.

Regulatory compliance

The regulatory instruments (licenses, franchises) and non-system licenses contain specific annual tonnage limits for the waste received by the facility or hauler/generator. Regulatory compliance monitors year to date and projected year end tonnage against the limit set for each facility.

Tonnage forecasting

On a periodic basis (generally quarterly) the SWIS data are used to forecast tonnage quantities for various business purposes such as revenue projection, estimation of disposal expense and flow guarantee tonnages.

Rate setting

On an annual basis the SWIS tonnage forecasts are used to set Metro's solid waste disposal rates. In the ideal system, rates, once adopted would be loaded into SWIS to generate revenue reports.

SWOT Analysis

The existing SWIS system is characterized by the following strengths, weaknesses, opportunities and threats.

Strengths

SWIS is a well defined information system. It is characterized by:

- A well defined business purpose grounded in Oregon statutes, Metro Code, the terms of contracts, regulatory instruments and non-system licenses.
- Knowledge workers with clear responsibility for the maintenance and use of the system
- Input transactions defined by regulatory instruments and non-system licenses.
- Performance measures defined by contracts, regulatory instruments, and non-system licenses.
- Reporting defined by an existing suite of reports and output spreadsheets.

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Appendix B – SWIS system description

- Clearly defined business processes and database support for transforming input data to output reports.

Weaknesses

- Complexity/risk of managing multiple databases
- Extensive manual intervention required for receipt and quality control of transactions
- Extensive manual intervention required for preparation of reports
- Transactional data isolated in multiple databases is not available for consolidated reporting or drill down from summary reports
- Reporting data seems to be organized on the basis of waste flows and, therefore, may not easily support other reporting needs
- Key information (e.g. tonnage limits for licensees/franchisees) is stored in spreadsheets rather than database
- Data is not available on demand to internal or external users
- Financial aspects of contracts, license and franchise agreements are not modeled in the system
- System administration responsibility is concentrated in single staff member

Opportunities

- Consolidated transactional reporting from a single transaction database
- Fully normalized database that recognizes all key system entities and relationships
- User driven, on demand reporting
- Data available (with appropriate confidentiality and access controls) on the web
- Drill down from summary reports to detail transactions
- Integration with financial information
- Streamlined processing of external transactions

Threats

- Systems to which SWIS provides data and information may be based on ad hoc procedures and informal data sources. SWIS may be abetting suboptimal business processes.
- Recent change in organizational structure and aggregations of responsibility may impact SWIS business processes.

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Appendix C – Phase I work breakdown structure

This work break down structure represents the minimal set of tasks believed to be required to complete the structured systems analysis and user requirements of the ideal SWIS, identify and evaluate alternative solutions.

Task	Resources	Duration (hours)
Orientation and Familiarization		
SWIS tour		
Review of controlling documents		
Analyze SWIS		
Analyze SWIS databases		
Summary database: Monthly tonnage database – contains summary data of open and closed facilities		
Transaction databases: these separate databases are structurally identical. All have a core table of transaction data, lookup tables for accounts and material codes, miscellaneous lookup tables and a supplemental table of seldom used data fields unique to the facility,		
<i>Regional transfer stations</i>		
Metro Central TS		
Metro South TS		
Forest Grove TS		
<i>Local transfer stations</i>		
Pride Recycling		
Willamette Resources		
Troutdale Transfer Station		
<i>Material recovery facilities</i>		
Aloha Garbage		
East County Recycling		
Greenway Recycling		
KB Recycling		
Pacific Land Clearing		
<i>Landfills</i>		
Coffin Butte Landfill		
Columbia Ridge Landfill		
Finley Buttes Landfill		
Hillsboro Landfill		
Riverbend Landfill		
Roosevelt Landfill		

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Appendix C – Phase I work breakdown structure

Task	Resources	Duration (hours)
Wasco County Landfill		
Weyerhaeuser Landfill		
<i>Non-system licensees</i>		
AGG		
American Sanitary		
Arrow Sanitary		
B&J/Hoodview Garbage		
Crown Point Refuse & Recycling		
Epson of Portland		
Gray & Company		
Newberg Garbage		
TCG		
Tire Disposal & Recycling		
United Disposal		
West Linn Refuse & Recycling		

Analyze SWIS reporting spreadsheets

- Post collection dry waste recovery report
- Regional delivery tonnage report
- Metro Organics Report
- Revenue tonnage report
- Compliance and flow guarantee report
- SWIS reconciliation reports
- Quarterly hauler tonnage report

Analyze regulatory instruments and related data flows (transactions, customers, material codes, etc.) There are four kinds of regulatory instrument:

Franchises – all franchise agreements are structurally similar and apply to regional and local transfer stations

- Forest Grove TS
- Pride Recycling
- Willamette Resources
- Troutdale Transfer Station

Facility licenses – all facility licenses are structurally similar and apply to material recovery facilities

- Aloha Garbage
- East County Recycling
- Greenway Recycling
- KB Recycling
- Pacific Land Clearing

Designated facility agreements (DFA) – all DFA's are

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Appendix C – Phase I work breakdown structure

Task	Resources	Duration (hours)
<i>structurally similar. These are contracts that apply to landfills.</i>		
Coffin Butte Landfill		
Columbia Ridge Landfill		
Finley Buttes Landfill		
Hillsboro Landfill		
Riverbend Landfill		
Roosevelt Landfill		
Wasco County Landfill		
Weyerhaeuser Landfill		
<i>Non-system licenses (NSL) – all non-system licenses are structurally similar.</i>		
AGG		
American Sanitary		
Arrow Sanitary		
B&J/Hoodview Garbage		
Crown Point Refuse & Recycling		
Epson of Portland		
Gray & Company		
Newberg Garbage		
TCG		
Tire Disposal & Recycling		
United Disposal		
West Linn Refuse & Recycling		
Analyze SWIS data exports and related IGAs and MOUs		
City of Portland		
Department of Environmental Quality		
Analyze forms		
Regional system fee and excise tax form		
Monthly tonnage summary		
Analyze external systems data requirements		
Financial contract compliance		
Non-financial contract compliance		
Fee and Tax confirmation and due diligence		
Regulatory compliance		
Rate Setting		
Tonnage Forecasting		

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Appendix C – Phase I work breakdown structure

Task	Resources	Duration (hours)
Model as-is system (SWIS + selected externals)		
Create as-is business process model		
Create as-is context diagram		
Create as-is event list		
Create as-is layered DFD		
Create as-is ERD (entity relationship diagram)		
Create as-is data dictionary		
Gather end user requirements (in group interviews)		
<i>Financial/Budget group</i>		
Maria Roberts		
Karen Feher		
Don Cox		
Margo Norton		
<i>Regulatory group</i>		
Roy Brower		
Warren Johnson		
Bill Metzler		
Michelle Bellia		
Steve Kraten		
Margo Norton		
<i>Metro operations group</i>		
Paul Ehinger		
Penny Erickson		
Marv Fjordbeck		
Tom Chaimov		
<i>Waste reduction group</i>		
Scott Klag		
Matt Korot		
Steve Apotheker		
Matt Tracey		
Brittin Witzenburg		
Molly Chidsey		
<i>Records management</i>		
Shoemaker, Becky		
<i>External (individual interviews)</i>		
Caroto, Wayne		
Egnum, Jesse		
Spendlow, Peter (DEQ)		
Yee, Dennis (Metro – Data Resource Center)		
Yost, Debbie (City of Portland)		

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Appendix C – Phase I work breakdown structure

Task	Resources	Duration (hours)
Zwicker, Erika		
Develop requirements for ideal system		
Model ideal system (SWIS + selected externals)		
Create ideal business process model		
Create ideal context diagram		
Create ideal event list		
Create ideal layered DFD		
Create ideal ERD (entity relationship diagram)		
Create ideal data dictionary		
Create requirements document		
Conduct marketplace technology survey		
Identify alternative solution strategies		
Assess solid waste facility and hauler/generator technical readiness		
<i>Regional transfer stations</i>	Metro	
Metro Central TS		
Metro South TS		
Forest Grove TS		
<i>Local transfer stations</i>	Metro	
Pride Recycling		
Willamette Resources		
Troutdale Transfer Station		
<i>Material recovery facilities</i>	Metro	
Aloha Garbage		
East County Recycling		
Greenway Recycling		
KB Recycling		
Pacific Land Clearing		
<i>Landfills</i>	Metro	
Coffin Butte Landfill		
Columbia Ridge Landfill		
Finley Buttes Landfill		
Hillsboro Landfill		
Riverbend Landfill		

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Appendix C – Phase I work breakdown structure

Task	Resources	Duration (hours)
Roosevelt Landfill		
Wasco County Landfill		
Weyerhaeuser Landfill		
<i>Non-system licensees</i>	Metro	
AGG		
American Sanitary		
Arrow Sanitary		
B&J/Hoodview Garbage		
Crown Point Refuse & Recycling		
Epson of Portland		
Gray & Company		
Newberg Garbage		
TCG		
Tire Disposal & Recycling		
United Disposal		
West Linn Refuse & Recycling		

Gather data to support feasibility analysis

Analyze solution feasibility

Metro

Designate preferred strategy

Metro

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Appendix D – Directory of sample documents

Here is a directory to the zip file (AppendixD.zip) posted with this RFP on Metro’s web site (www.oregonmetro.gov). This zip file contains samples of the documents, spreadsheets and databases that structure and comprise the Solid Waste Information System. They are included to provide proposers a means to estimate the effort required for the structured analysis of the system.

AppendixD.zip will un-zip to form the folder C:\SWIS. Most of the Access databases contain tables that are links to a table in an external database. All such external databases are contained in C:\SWIS. To relocate these databases to another folder will require re-linking external tables.

To respect confidentiality of customer data required by the various regulatory instruments, certain relational links between transaction, customer and material code tables have been broken in the sample databases.

Item	File name
Metro Transfer station Database	Metro.mdb UNIV_MAT_ACCT.mdb
Facility with non-system license Franchise agreement	Franchise.pdf
Non-system license Database	NSL_facility.pdf Franchise_NSL.mdb UNIV_MAT_ACCT.mdb
Licensee License Database	License.pdf License.mdb UNIV_MAT_ACCT.mdb
Designated facility agreement Designated facility agreement Database	DFA.pdf DFA.mdb UNIV_MAT_ACCT.mdb
Non-system licensee Non-system license Database	NSL_hauler.pdf NSL_hauler.mdb UNIV_MAT_ACCT.mdb
Monthly tonnage database Database	MonthlyTonnageDB.mdb MonthlyTonnageDB_be.mdb
Disposal contract Waste management amendment	WMattachment.pdf
Intergovernmental agreement Department of Environmental Quality	IGA.pdf
Memorandum of understanding City of Portland	MOU.pdf
Reports Compliance and flow guarantee report	Compliance-and-Flow_v3.xls
Delivery tonnage report	DeliveryTonnage_v2.xls

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Appendix D – Directory of sample documents

	Revenue tonnage report	RevenueTonnage_v3.xls
	Post-collection (dry waste) recovery report	PostCollectionRecovery_v2.xls
	Metro transfer station quarterly tonnage report	MetroQuarterlyReport.xls
	Metro load analysis report	MetroLoadAnalysis_July09.xls
	Metro organics report	MetroOrganics_July09.xls
	Hauler activity report (customer information suppressed)	HaulerActivity_2Q2009.xls
Forms	Regional system fee and excise tax report	Form_RegSysFeeExTax.pdf
	Monthly tonnage summary	Form_MonthTonnSummary.pdf