

EXHIBIT "A"

AMENDMENT NO. 3

CONTRACT NO. 51720

FOR

COMPUTER SYSTEMS DESIGN, MAINTENANCE AND
PROGRAMMING SERVICES

Pursuant to Ordinance No. _____

This Contract was made and entered by and between DATA MANAGEMENT CONSULTANTS, INC. (DMC), hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

1. The Scope of Contractor Services and payment schedule is amended as reflected in Attachment A, which is hereby incorporated into this Amendment by this reference and made part of the Contract.
2. The Contract total compensation is modified as follows:
This Contract is increased by \$50,000.00 from \$286,100 to a new not-to-exceed amount of \$336,100.00.

All other terms and conditions shall remain unchanged and in full force and effect.

CONTRACTOR SIGNATURE:

This contract amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same contract amendment.

The parties agree the City and Contractor may conduct this transaction by electronic means, including the use of electronic signatures.

Data Management Consultants, Inc.

By: Richard J. Gustafson Date: 3/7/2011

Name: Richard J. Gustafson

Title: President

Address: 10445 SW Canyon Road, Suite 266, Beaverton, Oregon 97005

Telephone: (503) 672-9000

Contract No. 51720 Amendment/Change Order No. 3

Contract Title: COMPUTER SYSTEMS DESIGN, MAINTENANCE AND PROGRAMMING SERVICES

CITY OF PORTLAND SIGNATURES:

By: Christine Moody, Chief Procurement Officer Date: _____

Approved as to Form:

By: [Signature] Date: 3/17/2011
Office of City Attorney

Attachment A

Background

By Contract No. 51720, Data Management Consultants, Inc. (DMC) developed and provided the Bureau of Fire and Police Disability and Retirement (FPDR) with systems design and programming services. By Ordinance Nos. 180908 and 181485, the contract was amended to extend the contract period and/or to increase the compensation amount. While DMC's contract with FPDR will expire on December 31, 2012, additional compensation to continue the contract is necessary. Additional compensation in the amount of \$50,000 is requested for the following services.

- A. Changes to the tax laws under the economic stimulus plan. Because of the tax changes there were some major software changes that needed to be made with regard to editing tax tables, adding tables, and creating new screens.

Estimation of hours -- 33 hours

- B. Recommendations from FPDR audit created need for some changes to pension and disability screens.

Estimation of hours -- 72 hours

- C. Form 1099's to members/beneficiaries. Due to different printer drives there were complications with getting the 1099's completed.

Estimation of hours -- 10 hours

- D. Maintain and clean up old check files in the create-a-check program.

Estimation of hours -- 10 hours

- E. FPDR's collection of overpaid benefits via the IRS' VCP program will need to be implemented. DMC will be adding new fields, providing a way to calculate overpayments, tracking the recovery of the overpayments, and modifying screens.

Estimation of hours - 65 hours

- F. In addition, DMC continues to provide its regular monthly maintenance, security and other upgrades.

Contractor's rate schedule for these services is attached as Exhibit A3 and remains unchanged from the original Contract 51720, Exhibit A3 Technology Maintenance and Support Agreement.

EXHIBIT A3**TECHNOLOGY MAINTENANCE & SUPPORT AGREEMENT**

Contractor will provide up to ten (10) hours of technology maintenance and support per month to Fund, including access to Contractor's software "Hot Line" support, in consideration of Fund's payment to Contractor of \$1,000 per month. Fund agrees to pay Contractor for all hours in excess of ten (10) hours per month at Contractor's hourly rate stated below.

Contractor's Professional Service Hourly rate is \$100 PER HOUR DURING NORMAL BUSINESS HOURS, defined as 8:00 A.M. to 5:00 P.M. Pacific Time weekdays, excluding Contractor's published Holidays.

Contractor's Professional Service Hourly rate is \$200 PER HOUR FOR ALL NON NORMAL BUSINESS HOURS (Nights, Weekends, Holidays, Etc.).

Contractor's Monthly Technology and Support Maintenance charge allows Fund's Designated Employees to call Contractor's "Hot Line" support as often as required between the hours of 8:00 A.M. to 5:00 P.M. Pacific Time during Contractor's Normal Business Hours to request Support for the following Software Modules:

SOFTWARE SUPPORT MODULES

DISABILITY/EXPEDITING SYSTEM
PENSION SYSTEM
FOXFIRE SOFTWARE
MICROSOFT VISUAL FOXPRO VER. 7.0
MICROSOFT WINDOWS 2000 SERVER
MICROSOFT WINDOWS 2000 TERMINAL SERVER
VERITAS BACKUP EXEC VER. 8.6
VFP DEVELOPMENT BASE CLASS
MS-WINDOWS DESKTOP OPERATING SYSTEMS