



METRO

PEOPLE PLACES

OPEN SPACES

RFP 10-1629-IS

BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

Information Services Department

600 N.E. Grand Avenue
PORTLAND, OR 97232
(503) 797-1700

Project Manager:

Rachel Coe
Information Services Director
(503) 797-1598
rachel.coe@oregonmetro.gov

Department Purchasing Contact:

Vickie Schoen
(503) 797-1880
vickie.schoen@oregonmetro.gov

Notice is hereby given that proposals for RFP 10-1629-IS: Business Continuity and Disaster Recovery Plan shall be received by Metro, 600 N.E. Grand Avenue, Portland OR 97232 until 3:00 p.m., April 16, 2010. 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 CONDITIONS.

Request for Proposals

RFP-10-1629-IS BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

I. INTRODUCTION

The Information 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 professional services to create a business continuity and disaster recovery plan for Metro. Proposals will be due no later than 3:00 p.m., April 16, 2010 in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736

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

II. BACKGROUND/HISTORY OF PROJECT

Metro (www.oregonmetro.gov) 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 and spectator facilities, regional parks and green spaces programs; and technical services to local governments. Metro operates a variety of facilities across the region:

- Metro Regional Center
- Metro Central Transfer Station
- Metro South Transfer Station
- St Johns Landfill (closed)
- Oregon Zoo
- Oregon Convention Center
- Portland Center for the Performing Arts (PCPA)
 - Arlene Schnitzer Concert Hall
 - Antoinette Hatfield Hall
 - Keller Auditorium
- Portland Metropolitan Exposition Center
- Oxbow Regional Park
- Blue Lake Regional Park
- Glendoveer Golf Course
- Native Plant Center
- Lone Fir and other pioneer cemeteries

Request for Proposals

Appendix I contains the organization charts for Metro's operating and administrative departments.

Metro's Information Services Department and disaster recovery planning

Metro's Information Services Department (IS) uses a system of regular system back-ups and off-site storage of back-up tapes to protect data from loss due to equipment failure or human error. This strategy assumes a stable, intact environment in which to restore data. However, in the event of a significant emergency causing destruction of facilities, prolonged interruption of infrastructure or diminished capacity of staff, these efforts would likely be inadequate.

IS is, in fact, regularly criticized for lacking a disaster recovery plan, annually in the single audit management letter and in occasional management reviews of department practices. Efforts to create such a plan flounder for several reasons:

- *Lack of guidance on the criticality of information systems* – For any of the application systems IS maintains, it is relatively easy to list alternative technical measures that would restore service in an emergency. However, IS has no objective criteria for judging whether:
 - An alternative is appropriate, i.e. is responsive to likely disruptions and their impact,
 - The supported business function is critical, or
 - The alternative is cost effective.
- *Recovering in a vacuum* - In an emergency, the best efforts of IS to rapidly restore data and computing power would provide little or no value to Metro without other key information system elements such as:
 - The people who use the system,
 - Communication channels for receiving inputs to the system and disseminating results,
 - Specialized equipment,
 - Forms and other physical files and records.
- *Responding in a crisis* - a significant emergency would likely create a state of confusion in which both technical staff and end-users are uncertain where to go, what to do and how to get directions on how to proceed. This would confuse, if not thwart, any effort to continue critical business processes.

It's clear from these observations that the continued expectation for IS to unilaterally create a disaster recover plan, while understandable, is misplaced: the problem extends beyond the technical world of IS to the end-users of systems and their requirements for continuing their business during recovery from an emergency.

Business Continuity Planning

Metro IS has determined that the discipline of *business continuity planning* most likely provides a framework in which these issues can be addressed and resolved. This connection between

Request for Proposals

business continuity planning and disaster recovering was recognized in the management letter from year 2000:

“Observation: Metro does not maintain an IT recovery plan or a detailed business-wide plan for recovering critical business functions in the event of an entity-wide disaster.

Recommendation: We recommend that management develop a *business-wide continuity plan that includes in it a disaster recovery plan* as an element or subset of that plan.”

In particular, business continuity planning:

- Defines how organizations will “recover and restore partially or completely interrupted critical (urgent) functions within a predetermined time after a disaster or extended disruption.”¹
- Encompasses and provides the context for information systems disaster recovery planning.
- Is a cycle comprised of:
 - Analysis
 - Solution Design
 - Implementation
 - Testing and acceptance
 - Maintenance
- The analysis phase includes activities such as, but not limited to,
 - Impact analysis, utilizing objective measures (such as recovery time objective and recovery point objective), to distinguish critical and non-critical business process
 - Threat identification and analysis
 - Identification of impact scenarios
 - Establishing business and technical recovery requirements
- The solution design phase determines elements such as:
 - Crisis management command structure
 - Communication plan
 - Assembly plans
 - Establishment of secondary worksites
 - Provisioning secondary worksites with process-specific devices, files, forms, etc.

¹ Wikipedia “Business continuity planning”

Request for Proposals

- Telecommunications architecture
- Data replication
- Provision of application software

Goals of the engagement

This effort will:

- Establish a rational framework for assessing and insuring against risk of disruption to Metro's critical business processes,
- Create an example of a business continuity solution design, implementation project plan and budget for one or more critical business processes, and
- Develop a master work plan and budget for design and implementation of a comprehensive business continuity plan for Metro.

III. PROPOSED SCOPE OF WORK/SCHEDULE

The consultant will lead Metro's senior leadership team and program managers to create the following products *or their equivalent*.

Business impact analysis: The business impact analysis will:

- Catalog all of Metro's business and service functions.
- Identify stake holders of each business/service functions and their sensitivity to service outage.
- Develop and apply *objective metrics* to measure the criticality of each business/service area.
- Classify the cataloged business/service functions as critical or non-critical.
- Identify and evaluate existing business continuity plans in each area.

Threat analysis: The threat analysis will catalog potential threats to Metro's business/service functions. These threats would likely be due to occurrences of:

Fire	Cyber attack	Utility outage	Disease
Flood	Sabotage	Equipment failure	Labor dispute
Earthquake	Terrorism		
Weather			

Define impact scenarios: This will consider the impact of identified threats on identified business/service functions to create one or more impact scenarios which will become the basis for specific business recovery, crisis management and disaster recovery plans.

Request for Proposals

Document recovery requirements: For each impact scenario identify the elements required for reestablishing and recovery of business/service functions. This will likely include but not be limited to:

- Staff members
- Space and furniture requirements
- Application and application data
- Physical records
- Manual work-arounds
- Peripheral and other equipment (printer, copiers, function-specific devices, etc.)

Solution design: For *one or more* of the impact scenarios create a cost effective disaster recovery solution design that meet the objective requirements established in the analysis phase. The solution will include considerations such as:

- Command structure
- Communications plan
- Assembly plan
- Location of secondary work sites
- Telecommunication architecture
- Data replication methodology between primary and secondary sites
- Provision of application software
- Physical data requirements

The outcome of this effort will be a specific implementation plan with budget. This will provide a specific example of a comprehensive business continuity and disaster recovery plan.

Create a master plan for implementing business continuity planning: Using the results of the analysis phase (business impact analysis, threat analysis, impact scenarios, recovery requirements) create a master plan for implementing a comprehensive business continuity plan for Metro. This will encompass the obligations of the Information Systems Department for disaster recovery planning.

Project schedule

Request for proposals released	March 26, 2010
Vendor questions due	April 9, 2010
Proposals due	April 16, 2010
Contract award	April 30, 2010
Project plan commences	May 3, 2010
Final report/presentation	June 30, 2010

Request for Proposals

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have training and experience in the practice of:

1. Business continuity planning
2. Information technology disaster recovery
3. Crisis management.

V. PROJECT ADMINISTRATION

Rachel Coe, Information Services Department Director 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

Electronic: e-Mail the proposal document in .pdf or .doc format to Vickie.schoen@oregonmetro.gov

Paper: Furnish one (1) original and two (2) copies of the proposal, addressed to:

Metro Information Services
Attention: Vickie Schoen
600 NE Grand Avenue
Portland, OR 97232-2736
RE: **RFP 10-1629-IS**

B. Deadline

Proposals will not be considered if received after 3 p.m., April 16, 2010.

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 be addressed to Rachel Coe, rachel.coe@oregonmetro.gov. Any questions which in the opinion of Metro,

Request for Proposals

warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 4:00 pm, April 9, 2010.

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) 797-1816.

VII. PROPOSAL CONTENTS

The proposal should contain no more than twenty five (25) pages of written material (including biographies and brochures), describing 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. 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.
1 page
- B. Company Description: Describe the company making the proposal, including location, date established, number of employees, range of products and services. In particular, describe products and services specific to business continuity and disaster recovery such as hot sites, assessment software, etc.
3 pages
- C. Approach/ Scope of Work: Describe how the work will be done within the given timeframe and budget. Provide a scope of work and project schedule.
6 - 8 pages
- D. 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

Request for Proposals

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 sub-consultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.
4 pages

- E. Experience: Indicate how your firm meets the experience requirements listed in section IV of this RFP. List up to 5 projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, describe the objective of the project, include the name of the customer contact person, his/her title, role on the project, and telephone number. *Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.*
3 pages
- F. 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, travel expenses, sub-consultant fees (if any) and all other expenses requested. Metro has established budget not to exceed \$30,000 for this project.
1-2 pages
- G. Diversity in Employment and Contracting: Include what efforts have been made by your firm on past projects to ensure a diverse workforce, including policies and practices to promote the hiring of women and ethnic minorities. Additionally, list what programs and outreach efforts have been made in on past projects to promote the use minority, women and emerging small businesses in your contracting and procurement processes. List any outreach efforts and/or sub-consultants to be utilized on this project.
1-2 pages
- H. 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.
1-2 pages

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

Request for Proposals

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.
- 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 and deemed to be responsive 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 one firm.
- 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.

Project Scope of Work /Approach

- | | | |
|----|--|-----|
| 1. | Demonstration of understanding of the project objectives | 10% |
| 2. | Proposed deliverables and methodology | 20% |

Request for Proposals

Project Staffing Experience

- | | | |
|----|----------------------------|-----|
| 1. | Project Manager Experience | 20% |
| 2. | Project Team Experience | 20% |

Budget/Cost Proposal

- | | | |
|----|---|-----|
| 1. | Projected cost/benefit of proposed work plan/approach | 15% |
| 2. | Commitment to budget and schedule parameters | 15% |

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. Contract terms and issues not raised during the RFP process shall not be considered by Metro during the contract award process.



Personal Services Agreement

Must Be Under \$50,000

Contract # _____

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 or extended as provided in this Agreement.

2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit 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 _____ AND _____/100THS DOLLARS (\$_____).

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) Broad form comprehensive 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 bodily injury and property damage liability insurance 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. 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 a Certificate of Insurance complying with this article, and naming Metro as an additional insured within fifteen (15) days of execution of this contract, or twenty-four (24) hours before services under this contract commence, whichever date is earlier.



Personal Services Agreement

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. **Maintenance of Records.** Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for six years after Metro makes final payment and all other pending matters are closed.
7. **Ownership of Documents.** All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.



Personal Services Agreement

14. 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.

15. 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.

16. 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.

 By _____
 Title _____
 Date _____

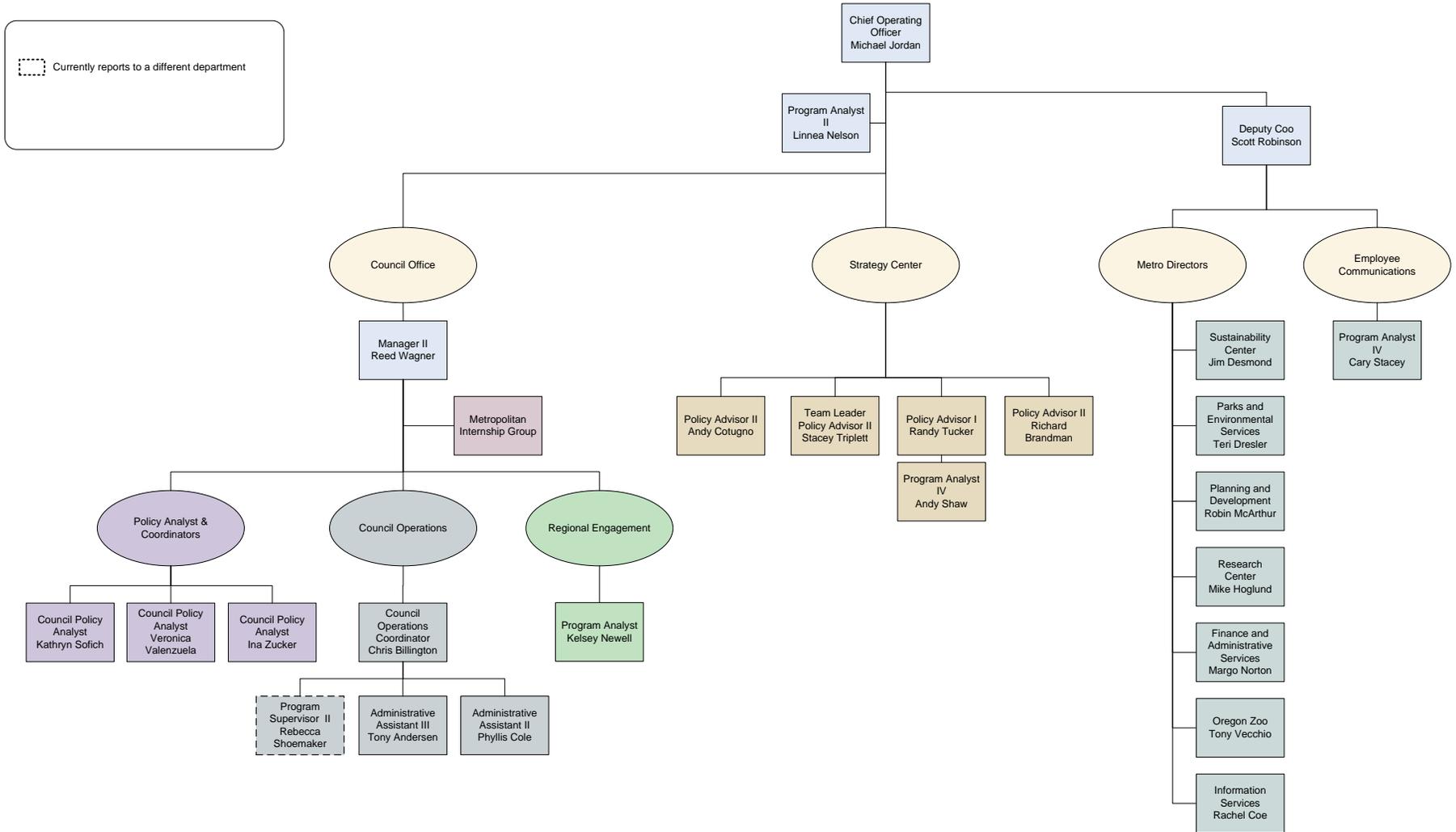
METRO
 By _____
 Title _____
 Date _____

Appendix I – Metro’s Organization Charts

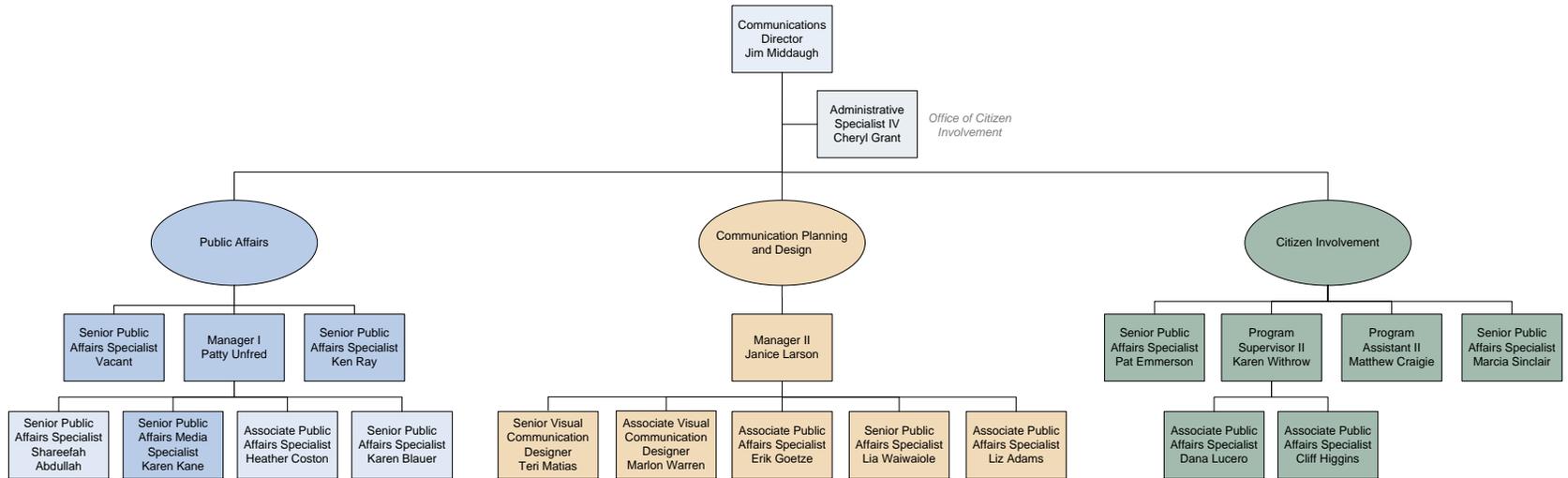
- Council Office and Strategy Center
- Communications
- Planning and Development
- Research Center
- Sustainability Center
- Parks and Environmental Services
- Visitor Venues
- Finance and Administrative Service
- Information Services

Council Office and Strategy Center

 Currently reports to a different department



Communications

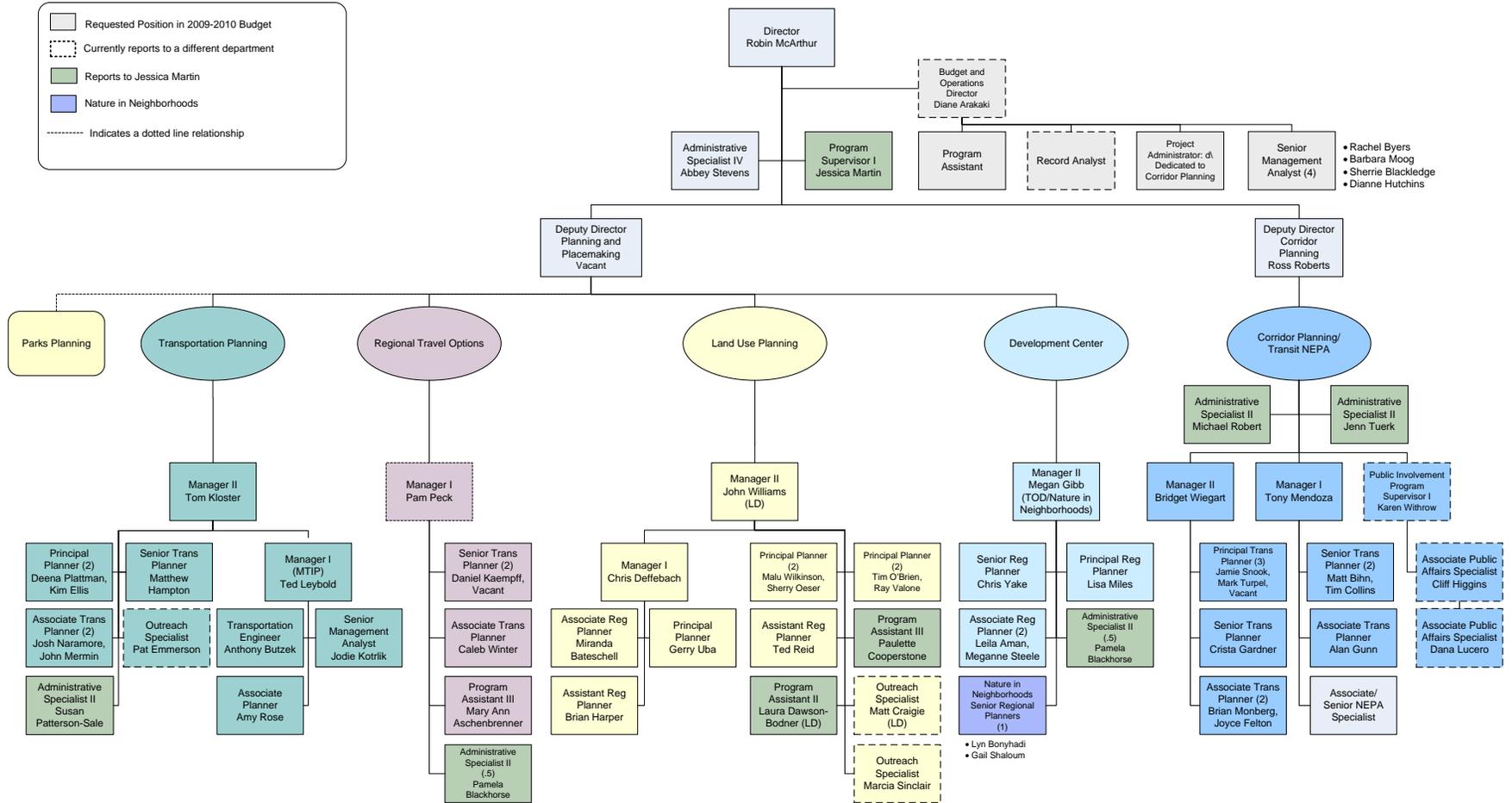


**Shaded boxes indicate Public Affairs staff dedicated to the Sustainability Center, Parks and Environmental Service programs.*

**Citizen Involvement staff report to the Communications Director but are dedicated to various planning programs. Day-to-day management provided by planning program managers.*

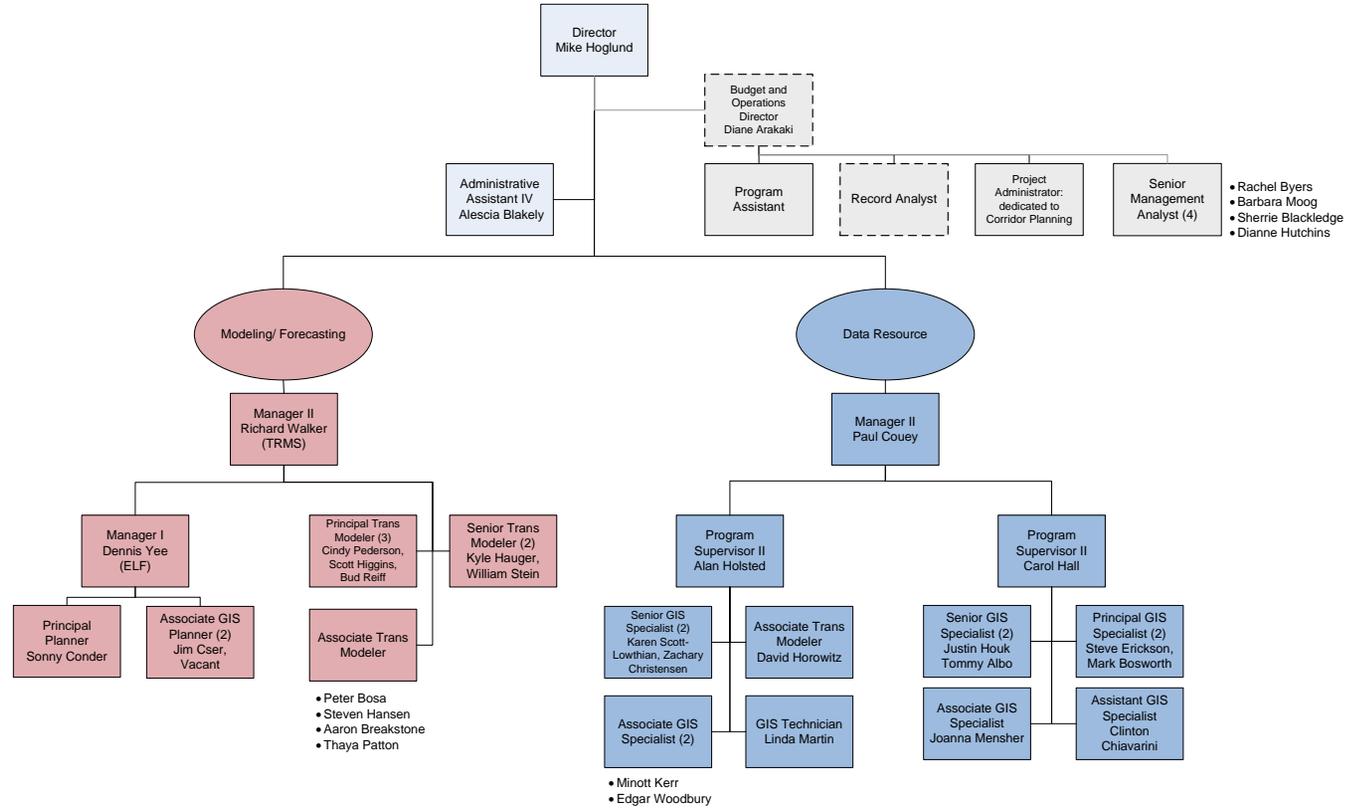
Appendix I – Metro’s Organization Charts

Planning and Development



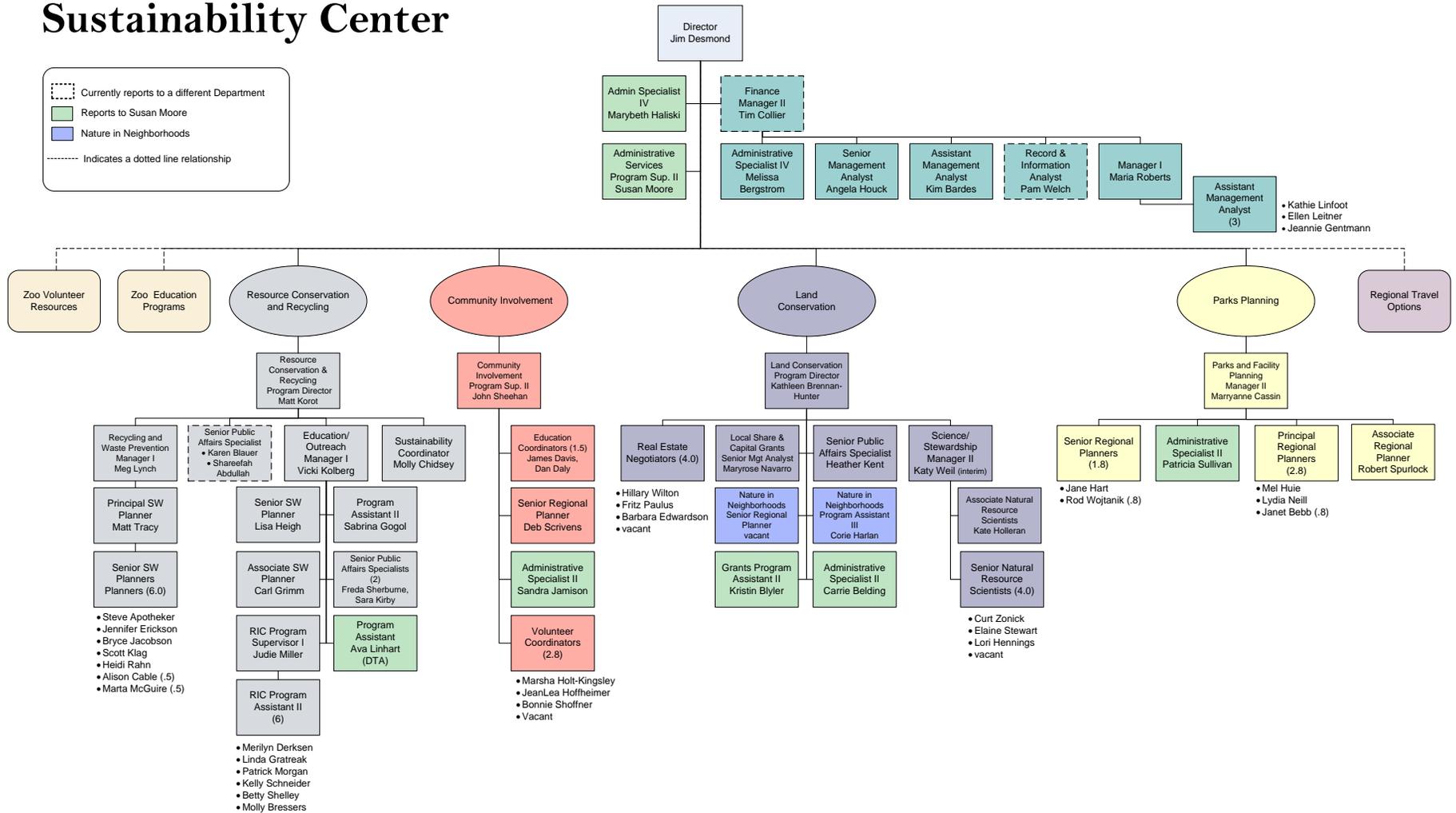
Appendix I – Metro’s Organization Charts

Research Center



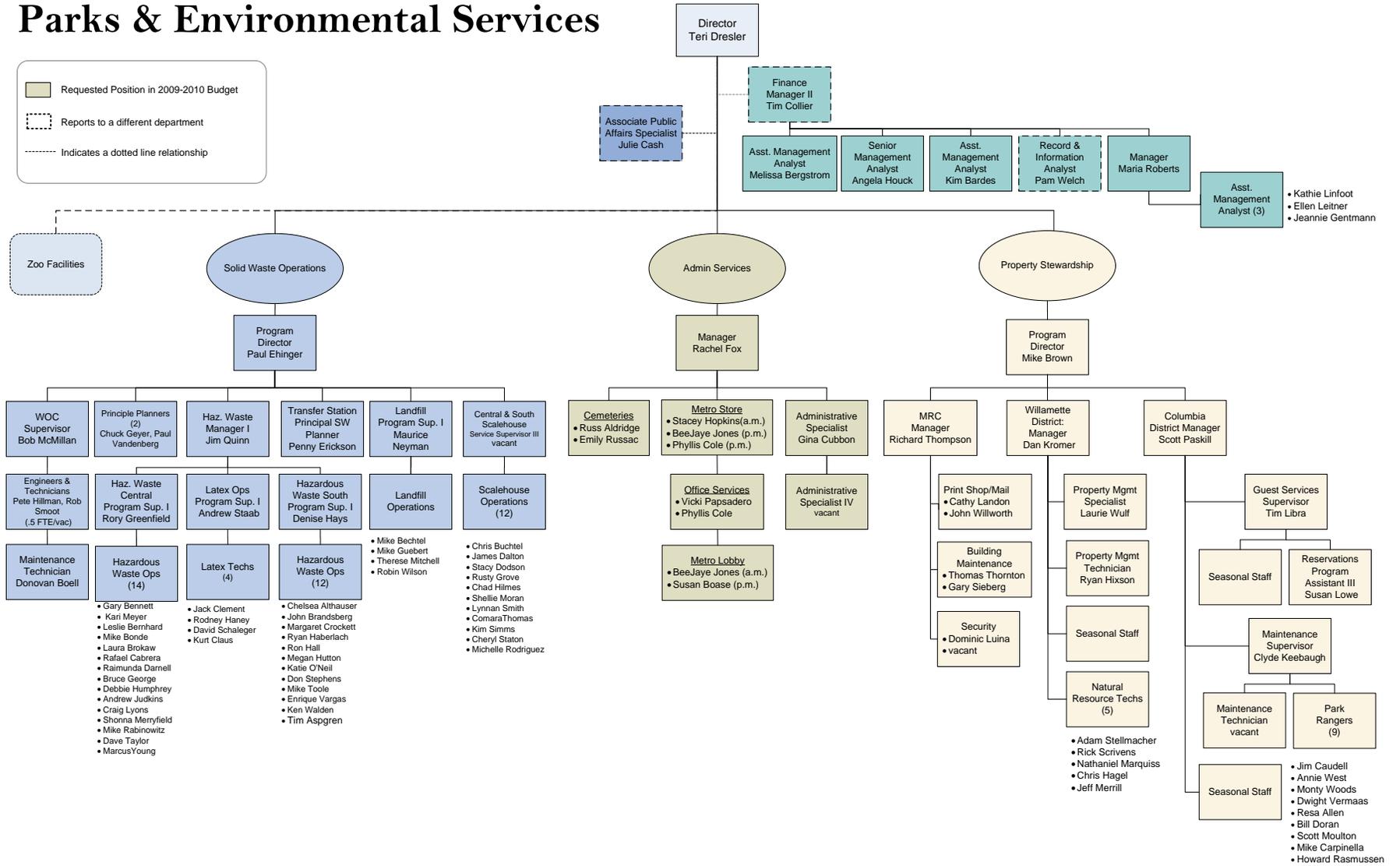
Appendix I – Metro’s Organization Charts

Sustainability Center

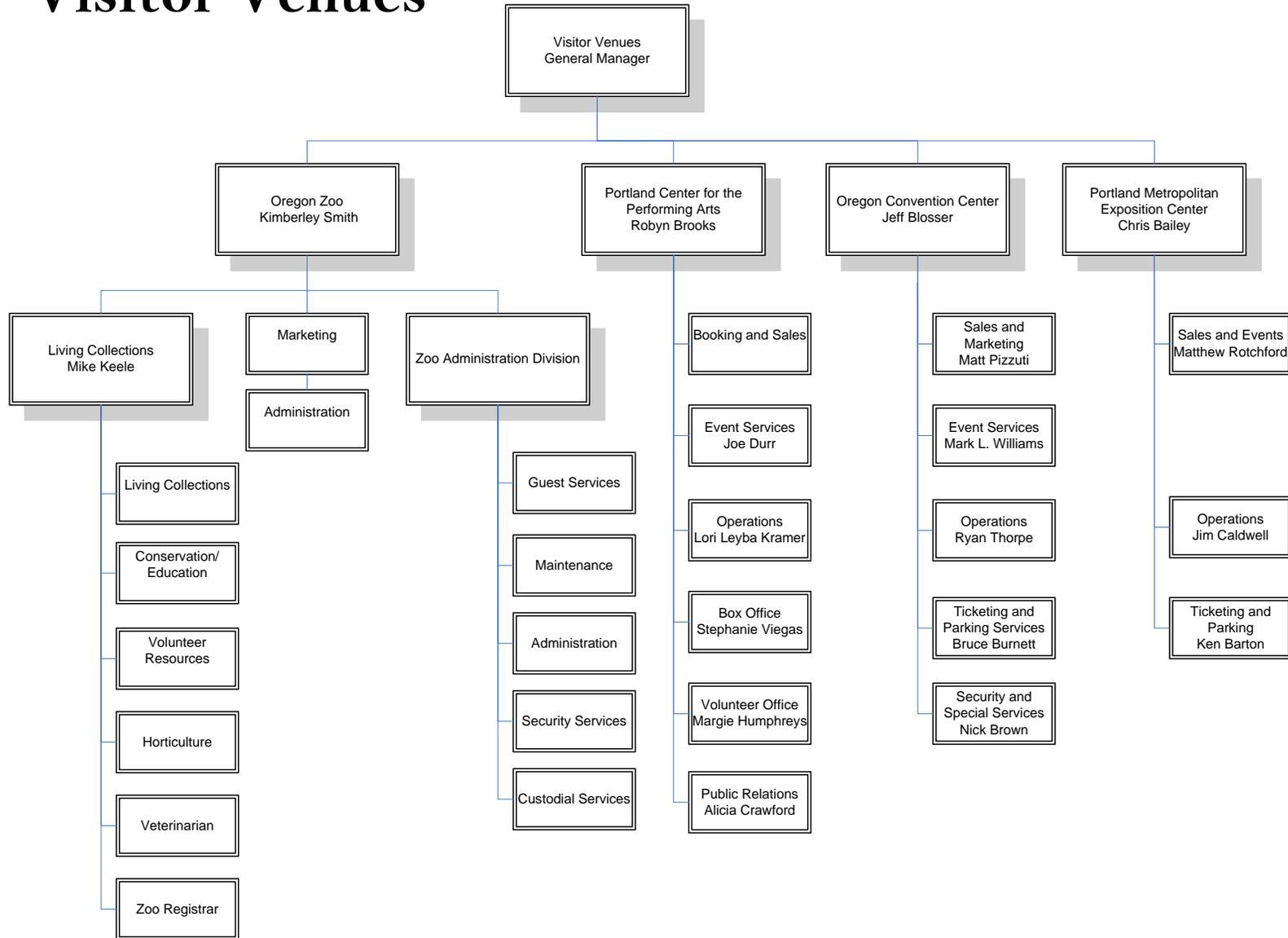


Appendix I – Metro’s Organization Charts

Parks & Environmental Services

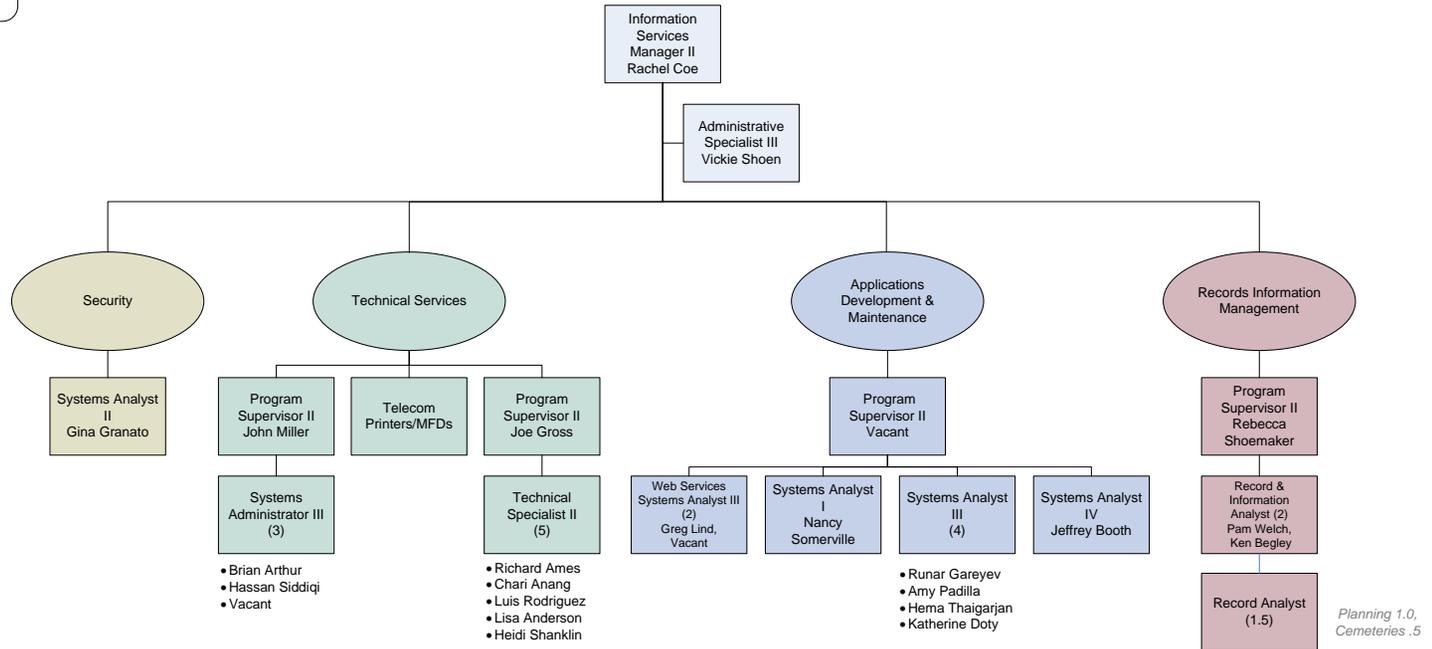


Visitor Venues



Information Services

Requested Position in 2009-2010 Budget



Planning 1.0,
Cemeteries .5