

**CITY OF PORTLAND
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES**

CONTRACT NO. 30001813

**SHORT TITLE OF WORK PROJECT:
Business Impact Analysis and Continuity Strategy**

This Contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Marsh USA, Inc., hereafter called "Contractor". The Contract may refer to each as a "Party" or "Parties."

The City's Project Manager for this Contract is Dan Douthitt.

Effective Date and Duration

This Contract shall become effective on February 1, 2011. This Contract shall expire, unless otherwise terminated or extended, on January 31, 2012. The City will have the option to extend this Contract for one year, for a total Contract term of two years.

Statement of Work

- (a) The statement of work is contained in EXHIBIT A attached hereto and by this reference made a part hereof.
- (b) The delivery schedule for the work is identified in EXHIBIT A.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$120,000.00 for accomplishment of the work unless otherwise agreed in writing. If the Contract term is extended for a second year, City agrees to pay Contractor a mutually agreed upon sum equal to the level of additional effort Contractor will provide in the second year not anticipated in a one year agreement.
- (b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

Terms and conditions listed on pages 2 - 4.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Marsh USA Inc.
 Address: 111 SW Columbia, Suite 500 Portland, OR 97201
 Federal Tax ID #: 36-1436000 Business License # 355846
 Citizenship: Nonresident alien ☐ Yes ☒ No
 Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation
☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

**STANDARD CONTRACT PROVISIONS FOR
PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)**

- 1. Access to Records**
 The Contractor shall maintain, and the City of Portland ("City") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.
- 2. Audits**
 - (a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by section 1, Access to Records. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
 - (b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.
 - (c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, Early Termination of Agreement and section 7, Remedies.
- 3. Effective Date and Duration**
 The passage of the Contract expiration date (as recorded on reverse side) shall not extinguish, prejudice, or limit either Party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

4. Order of Precedence

This Contract consists of the terms and conditions of this contract, the Request for Proposals (RFP) issued by the City, attached as EXHIBIT D, and the Contractor's proposal in response to the RFP, attached as EXHIBIT E. In the event of any apparent or alleged conflict between these various documents, the following order of precedence shall apply to resolve the conflict: a) Amendments to this contract, b) this contract's terms and conditions, c) the City's RFP, and d) the Contractor's proposal in response to the RFP.

5. Early Termination of Agreement

- (a) The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
- (b) The City, on thirty (30) days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.
- (c) Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice of the breach and of the Party's intent to terminate. If the Party has not entirely cured the breach within fifteen (15) days of the notice, then the Party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- (d) Contractor's obligation to provide Services to City shall immediately cease upon the termination or expiration of this Contract.

6. Payment on Early Termination

- (a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.
- (b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
- (d) In the event of early termination all of the Contractor's work product will become and remain property of the City pursuant and subject to the terms of Section 11.

7. Remedies

- (a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the City the amount of the reasonable excess.
- (b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof. The foregoing shall not apply in the event the City breaches Section 11(a) below.

8. Subcontracts and Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this Contract, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

9. Compliance with Applicable Law

In connection with its activities under this Contract, Contractor shall comply with all applicable federal, state and local laws and regulations including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the administrative rules. Contractor shall complete Exhibit B, **INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT**, which is attached hereto and by this reference made a part hereof.

9a. Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the negligent activities or willful misconduct of Contractor or its subcontractors, agents or employees under this Contract.

9b. Indemnity - Claims for Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this Contract.

9c. Indemnity - Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services.

at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

9d. Limitation of Liability

In no event shall either Party to this Contract be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss relating to, arising out of or in connection with this Contract or the services provided hereunder. In any event, Contractor's liability if any, relating to or arising out of this Contract or the services rendered hereunder shall not exceed \$1,000,000. This limitation, in Section 10, applies to all causes of action, in the aggregate, including, without limitation, to breach of contract, breach of warranty, negligence, strict liability, misrepresentations or other torts but shall not apply in the event of Contractor's fraud, bad faith or willful misconduct in connection with this engagement or in the event that Contractor breaches its obligations set forth in Section 26 or if the City breaches its obligations in Section 11(a) below.

10. Insurance

Exhibit C is hereby referenced and made a part of this Contract.

11. Ownership of Work Product

All work products produced by the Contractor under this Contract is the exclusive property of the City. "Work product" shall include but not be limited to research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; the Contractor and the City intend that such work product shall be deemed "work made for hire". Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the work product is the property of the Contractor-Architect, and by execution of this Contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that work product.

Notwithstanding the foregoing, Contractor retains all of its rights in inventions, expressions, know how, techniques, skills, knowledge and experience and materials used by it generally or provided by it generally to clients, and Contractor shall not be restricted in any way with respect thereto.

11a. References to Contractor and Notice to Third Parties

Contractor shall include in all copies of the Work Product, the following notice to third parties or similar disclaimer:

This information was prepared by Marsh for the City of Portland and may be provided to third parties for informational purposes only, on an "as is" basis. Marsh makes no representation or warranty, expressed or implied, as to its accuracy, completeness or appropriateness for any entity other than the City of Portland. Marsh will not be liable to any third party for any damages of any kind, including but not limited to, direct, indirect, incidental, consequential or punitive damages, arising from or connected with third party reliance on this information.

The City shall not remove such wording or any other disclaimer from the Work Product. Where City makes any alteration or modification to any of the Work Product or incorporates Work Product into presentations to other governmental agencies, all references to Contractor shall be removed therefrom or the City shall include a disclaimer similar to the one listed in Section 11a.

12. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

13. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and approved assigns.

14. Severability

The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

15. Waiver

The failure of the City to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.

16. Warranty

(a) Contractor warrants that the work performed under this Contract will meet the standards of skill and diligence normally employed by professional engineers or consultants performing the same or similar services, and that deliverables shall materially conform to the performance standards, specifications, functions and other descriptions and standards applicable thereto as set forth in the Statement of Work. The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

(b) Contractor warrants it has complied and shall comply with all applicable law in connection with the execution, delivery, and performance of this Contract and shall not contravene the terms of any contracts with third parties, or any third-party rights in any patent, trademark, copyright, trade secret, or similar right; and, as of the date of this Contract, there are no actual or threatened legal actions with respect to the matters in this Contract.

(c) Contractor disclaims all other warranties, either express or implied.

17. Governing Law

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without reference to its conflict of laws provisions. Any action or suits involving any question arising under this Contract shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

18. Amendments

All changes to this Contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

19. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Contract. The Contractor shall provide a business license number in the space provided on page one of this Contract. Additionally, the Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full term of this Contract. Failure to be in compliance may result in payments due under this Contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.

20. Prohibited Interest

(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Contract shall be employed by the Contractor during the period of the Contract.

21. Payment to Vendors and Subcontractors

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Contract. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

22. Written Notifications

All notices to, and other written communication between, the Parties to this Contract shall be deemed received five (5) days after being sent by first class mail, or upon receipt when sent by courier services or by fax transmission with telephone confirmation of receipt. All notices and written communications shall be sent to the Parties set forth below, or to such other places as they may designate by like notice from time to time:

For the City:

Name: Dan Douthit
Title: Project Manager
Address: Portland Office of Emergency Management
1001 SW Fifth Avenue, Suite 650
City, State: Portland, OR
e-mail: dan.douthit@portlandoregon.gov

Copy to:

Name: Fred Klapetzky
Title: Managing Director
Business Continuity National Practice Leader
Address: 701 Market St., Suite 1100
City, State: St. Louis, MO 63101
e-mail: Fred.Klapetzky@marsh.com

For the Contractor:

Name: Scot Ferrell
Title: Managing Director
Address: 345 California Street

City, State: San Francisco, CA 94104
e-mail: scot.ferrell@marsh.com

Copy to:

Name: Catherine Brown
Title: Vice President
Address: 111 Southwest Columbia Street, Suite 500
City, State: Portland, OR 97201
e-mail: Catherine.e.brown@marsh.com

23. Conflict of Interest.

Contractor warrants it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under the Contract.

24. Return of Parties' Property.

When the Contract or any Task/Change Order placed pursuant to the Contract is terminated or expired, each Party shall return to the other all papers, materials, and properties of the other Party then in its possession. The City will retain one (1) copy of the

documentation for the express purposes of public record archiving and Contractor shall retain an archival copy of the documentation in accordance with its standard document retention procedures.

25. Notice of Change in Financial Condition.

Contractor must maintain a financial condition commensurate with the requirements of the Contract. If, during the Contract, Contractor experiences a change in its financial condition which may adversely affect its ability to perform, or changes the ownership or control, the City shall be notified in writing within five business days. Failure to notify the City of such a change in financial condition or change in ownership or control is sufficient grounds for terminating the Contract.

26. Confidentiality.

(a) "City Confidential Information" means any information, in any form or media, including verbal discussions, whether or not marked or identified by the City, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act of 2007; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.501 and/or ORS 192.502 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to Copyright, HIPPA) and (7) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the City including without limitation, data and information systems, any software code and related materials licensed or provided to the City by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the City.

(b) Maintenance of Confidentiality. Contractor shall treat as confidential any City Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor shall use Confidential Information exclusively for the City's benefit and in furtherance of the goods and/or services provided by Contractor. Except as may be expressly authorized in writing by the City, in no event shall Contractor publish, use, discuss or cause or permit to be disclosed to any other person such Confidential Information. Contractor shall (1) limit disclosure of the Confidential Information to those directors, officers, employees and agents of Contractor who need to know the Confidential Information in connection with the City Project/Network or as otherwise necessary in furtherance of the Services, (2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as Contractor employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City, upon its request, all materials containing Confidential Information, in whatever form, that are in Contractor's possession or custody or under its control provided that Contractor may retain an archival copy of Confidential Information pursuant to its standard operating procedures. Any such archival copies shall remain subject to the terms of this section. Contractor is expressly restricted from and shall not use Confidential intellectual property of the City which it designates to Contractor as Confidential without the City's prior written consent. The transmission of Confidential Information via electronic data transmission networks which provide for the security of users' data shall be deemed consistent with Contractor's obligations hereunder unless such use is contrary to City's express instructions.

(c) Scope. This Contract shall apply to all City Confidential Information previously received, learned, observed, known by or made available to Contractor. This Contract shall not apply to Confidential Information which (1) is or later becomes part of the public domain without breach of this Contract and through no wrongful act of Contractor, (2) Contractor rightly receives from a third party, (3) was developed independently by and was reduced to writing by Contractor without use of any Confidential Information; or (4) is required to be disclosed by law. Contractor's obligations under this Contract shall survive termination.

(d) Equitable Remedies. Contractor acknowledges that unauthorized disclosure of City Confidential Information or misuse of the City System or Network will result in irreparable harm to the City. In the event of a breach or threatened breach of this Contract, the City may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

(e) Contractor's Confidential Information. During the term of the Contract, Contractor may disclose to the City, certain confidential information pertaining to Contractor's business ("Confidential Information"). Contractor shall be required to mark "CONFIDENTIAL" with a restrictive legend or similar marking. If CONFIDENTIAL is not clearly marked or cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Contractor shall identify the Confidential Information at the time of disclosure or within a reasonable time thereafter. The City shall not be deemed to have breached this Section if (a) Confidential Information later becomes part of the public domain through no act or omission of the City; (b) is required to be disclosed under operation of law; or (c) the City lawfully receives Confidential Information from a third party with no breach of any duty of confidentiality.

27. Public Records Request.

Contractor acknowledges that the City of Portland is subject to the Oregon Public Records Act and Federal law. Third persons may claim that the Confidential Information Contractor submits to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Law. Subject to the following conditions, the City agrees not to disclose any information Contractor submits to the City that includes a written request for confidentiality and as described above, specifically identifies the information to be treated as Confidential. The City's commitments to maintain certain information confidential under this Contract are all subject to the constraints of Oregon and federal laws. Within the limits and discretion allowed by those laws, the City will maintain the confidentiality of information.

28. Survival.

All obligations relating to confidentiality; indemnification; publicity; proprietary rights; limitation of liability; and obligations to make payments of amounts that become due under this Contract prior to termination (except that payments for services not performed by the date of termination shall be prorated) shall survive the termination or expiration of this Contract and shall, to the extent applicable, remain binding and in full force and effect for the purposes of the ongoing business relationship by and between Contractor and the City. Nothing in this Contract shall alter, modify, or supersede the content and survival of such provisions, except as otherwise expressly agreed to in writing by the Parties and with the prior written approval of the City Attorney's office.

Merger Clause

THIS AGREEMENT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES COVERED BY THE RFP. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

OPTIONAL PROVISIONS (selected by City Project Manager)

29. Arbitration: / ☒ / Not Applicable / ☐ / Applicable (consult with City Attorney's Office before finalizing as applicable)

(a) Any dispute arising out of or in connection with this Contract, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either Party, shall be submitted to an arbitrator mutually agreed upon by the Parties. In the event the Parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Contract, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the Parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Contract, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of work.

30. Progress Reports: / ☐ / Applicable / ☒ / Not Applicable

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, Exhibit A should list what information the Contractor must include in monthly progress reports.

31. Contractor's Personnel: / ☒ / Applicable / ☐ / Not Applicable

The Contractor shall assign the following personnel to do the work in the capacities designated: If applicable, list selected personnel in Exhibit A. The Contractor shall not change personnel assignments without the prior written consent of the City unless such personnel ceases to be employed by Contractor.

32. Subcontractors: / ☐ / Applicable / ☒ / Not Applicable

The Contractor shall assign the following subcontractors to perform work in the capacities designated: If applicable, list selected subcontractors in Exhibit A. The Contractor shall not change subcontractor assignments without the prior written consent of the City.

33. TRAVEL / ☒ / Applicable / ☐ / Not Applicable

(a) Reimbursement. Contractor may be reimbursed, upon advance written approval by authorized City personnel, for certain expenses incurred in connection with personnel assigned to provide services for the City on the City's Site. All invoices shall be accompanied by receipts and any additional backup that may be appropriate, and required by any subsequent Task/Change Order. Reimbursement will be made based on the following guidelines:

(b) Commercial Air Travel. Commercial air travel reservations are to be arranged based on the lowest coach fare available within a reasonable time frame surrounding the desired arrival or departure time. When possible, air travel arrangements should be reserved at least seven (7) to fourteen (14) days in advance. Direct billing for commercial air travel is NOT permitted; however, City may elect to arrange travel reservations on behalf of Contractor personnel. Weekend travel is not reimbursable, unless otherwise agreed to by the City's Project Manager in writing. In the event weekend travel is reimbursed, such reimbursement shall be made based on an amount up to and in lieu of any authorized per diem amounts and, if applicable, any other daily expense reimbursement.

(c) Rental Cars - Surface Transportation. Vehicle rental will be reimbursed based on a minimum ratio of one (1) compact auto per two (2) Contractor personnel. Reimbursement for vehicle rental will not be approved for Contractor personnel falling

below that ratio. Cost for additional insurance is not reimbursable, nor will reimbursement be permitted for fuel obtained at a vehicle rental agency. City does not assume any liability of any type in connection with rental vehicles reserved or operated by Contractor personnel. Direct billing for rental vehicles is not permitted. If the City's Project Manager elects to provide a per diem for auto rental, such per diem shall be the same per diem as allowed for City employees.

(d) **Lodging.** Contractor shall arrange for their own lodging if required. The City will reimburse Contractor per individual for a daily lodging expenses based on GSA per diem rates; such per diem shall be the same per diem as allowed for City employees. GSA per diem rates can be found at the U.S. General Services Administration website:
<http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0>.

(e) **Per Diem.** The City will provide a Per Diem for each full day (eight hours) worked for Contractor personnel assigned to deliver services. The per diem rate will be the same as the one published on the U.S. General Services Administration website, identified as the Meal and Incidental Expenses (M&IE) for the Portland, Oregon area. Per Diem may include the following expenses:

- I. meals
- II. laundry
- III. tips and gratuities
- IV. communications for personal reasons
- V. any additional miscellaneous expenses

(f) **Personal Entertainment.** Expenses incurred for personal entertainment while traveling on the City business is not reimbursable. Personal entertainment includes items such as in-room movie charges, sightseeing, attendance at sporting events, reading materials, birthday gifts, haircuts, etc.

34. Security. (10/08)

Contractors providing or having access to data containing City confidential or personally identifiable information (as defined in the Oregon Consumer Identity Theft Protection Act, ORS 646A.600 to 646A.628) must maintain and demonstrate compliance with the following:

(a) (10/08) Oregon Consumer Identity Theft Protection Act, ORS 646A.600 to 646A.628. Specifically Contractors must develop, implement and maintain reasonable safeguards to protect the security, confidentiality and integrity of the personal information, including disposal of the data. Contractors must also provide immediate notification to the City of a data security breach (as defined) and in cooperation with the City, provide notice to affected consumers. Any costs or fees incurred by the City due to Contractor's data breach, including but not limited to notification, consumer credit reports or fines by the Department of Consumer and Business Services, shall be reimbursed to the City by Contractor.

(b) (10/08) City of Portland, Bureau of Technology Services Security Standards. Specifically Contractors must comply with Technology Services, Information Security Administrative Rules 2.01, 2.02, 2.08, 2.12 and 2.15. These rules are located at:
<http://www.portlandonline.com/auditor/index.cfm?c=26821>.

(c) (1/09) Additionally, any Contractor who provides or has access to Software which process and/or interacts with credit/debit card information must also be compliant with the Payment Card Industry- Data Security Standard (PCI-DSS). The most current version is 1.2. These standards are maintained at www.pcisecuritystandards.org

(d) The Parties do not anticipate that Contractor will receive personally identifiable information in the course of providing Services to City. City shall provide such information to Contractor only to the extent necessary for Contractor to provide Services and, if conveyed, City shall identify such information at the time it is conveyed to Contractor.

35. Special Provisions, UASI Grant-Funded Acquisitions.

For any Statements of work that utilize UASI grant funding, the following terms and conditions shall apply:

(a) All publications and printed deliverables produced under this Contract shall prominently contain the following statement: "This document was prepared under a grant from the Office of Grants and Training, United States Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position of policies of the Office of Grants and Training or the U.S. Department of Homeland Security."

(b) Contractor shall be accountable for and shall repay any overpayment, audit disallowance, or any other breach of this Contract by Contractor that results in a debt owed to the City or the Federal Government.

(c) Contractor shall, upon specific request from the City or the Office For Domestic Preparedness and subject to mutually acceptable terms, agree to cooperate with the Office for Domestic Preparedness in any preparation by the Office for Domestic Preparedness of a national or program environmental assessment of the funded program or activity or the Services provided under this Contract.

CONTRACTOR SIGNATURE:

This Contract 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.

The Parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this Contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this Contract by reference, and the STATEMENT OF THE WORK made part of this Contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

MARSH USA, INC. SIGNATURES:

BY: _____

Date: _____

3-14-11

Name: _____

Scot Ferrell

Title: _____

Managing Director

184507

Contract No. 30001813

Contract Title: Business Impact Analysis and Continuity Strategy

CITY OF PORTLAND SIGNATURES:

By: _____
Chief Procurement Officer

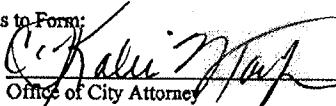
Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

By: 
Office of City Attorney

Date: 3/21/2011

EXHIBIT A
STATEMENT OF THE WORK
AND
PAYMENT SCHEDULE

SCOPE OF WORK

Contractor will perform the following services:

Phase 1 – Conduct a Business Impact Analysis (BIA) for critical public safety technology systems within the Portland Urban Area (PUA)

Phase 1 Tasks: Conduct Business Impact Analysis (BIA)

- 1) Identify Recovery Time Objectives (RTOs) for critical technology systems. These RTOs shall be determined via interviews with:
 - a) Senior officials – the most senior individual in a department. This could also include elected officials.
 - b) Second level management (business process owners) – line manager for each major subdivision within each department.
 - c) Key system users – technically proficient users within each department who assist or support with these critical technology systems.
- 2) Conduct a risk assessment of critical technology systems by identifying:
 - a) Threats to these systems.
 - b) Vulnerabilities to these systems.

Phase 2 – Develop a Business Continuity Strategy (BCS) that provides information on the mitigation of business continuity risks identified in the BIA

Phase 2 Tasks: Develop Business Continuity Strategy (BCS)

Provide information on the mitigation of the business continuity risks identified in the BIA. The BCS will be divided into three categories:

- 1) General strategies – strategies specific to a governmental entity's ability to mitigate a risk to one or more critical technology systems.
- 2) System strategies – strategies specific to mitigating a risk to one or more critical technology systems.
- 3) Facility strategies – strategies specific to mitigating risk to one or more facilities that house one or more critical technology systems.
- 4) General, System and Facility Strategies shall be further sub-divided into:
- 5) Capital costs associated with any strategy.
- 6) Operating costs, including human capital, associated with any strategy.
- 7) Overall level of effort or cost/benefit of any strategy.

Scope – There are four parts to the scope of this project:

- 1) Critical Technology Systems – systems that are the focus of the BIA and BCS.
 - a) Computer-Aided Dispatch Systems.
 - b) Police Records Management Systems.
 - c) Fire Records Management Systems.
- 2) Government Entity – Marsh shall conduct interviews with the following specific governmental entities that have one or more critical technology systems of interest:
 - a) City of Portland.
 - b) Clackamas County.
 - c) Clark County.
 - d) Columbia County.
 - e) Multnomah County.
 - f) Washington County.
 - g) C-TRAN.
 - h) Port of Portland
- 3) Governmental Department – the departments within a governmental entity that either rely on or maintain a critical technology system:

- 4) Facilities – Marsh shall visit the following central facilities where critical technology systems are maintained.
 - a) City of Portland – two data centers, two small computer rooms.
 - b) Clackamas County – two data centers, one small computer room.
 - c) Clark County – one data center, one small computer room.
 - d) Columbia County – two data centers and one small computer room.
 - e) Multnomah County – one data center and one small computer room.
 - f) Washington County – three data centers.
 - g) C-TRAN – one small computer room.
 - h) Port of Portland – two data centers.

For clarification purposes, Marsh is only providing services to the City of Portland hereunder and is not providing any services to any of the above-referenced counties or entities.

DELIVERABLES

Phase 1

- 1) Planning Meeting notes, identification of key contacts for each government entity and department and facility within the project scope, and identification and request of documents to be reviewed.
- 2) Summary of findings in the form of meeting notes from the kick-off meeting; kick-off meeting presentation and facilitation.
- 3) BIA and Risk Assessment interviews (up to 80) including risk assessment surveys at each of the 20 sites
- 4) Summary of Risk Assessment findings in the form of Management Matrix and Management Presentation

Phase 2

- 5) BCS Strategy Report

PROJECT TIMING

Marsh estimates starting the project in January 2011 with completion after 30 weeks or by July 30, 2011

CITY PROJECT RESPONSIBILITIES

Role	Responsibilities	City's Time Commitment
City's Project Strategic Team	Participating in status meetings as appropriate Authorizing scope changes affecting this Statement of Work Discussing project schedule with Contractor as needed Performing action items from weekly status calls Communicating with Client Management	1 – 2 hours weekly (per team member) per month
City's Project Manager	Overall manager reporting to City's Team Regular status meeting and teleconference updates Performing action items from weekly status calls Coordinating interviews with participants Scheduling BIA and Plan Development meetings for Contractor Monthly status reports outlining progress and potential issues, if needed	1 – 3 hours weekly
City's Project Tactical Team Members	Participating in meetings, brainstorming sessions, interviews, and status calls or meetings Answering technical questions about the documents and the processes Reviewing drafts within timeframe indicated on project plan Facilitating with the rest of the project team Performing action items as necessary Providing overall support for project	1 – 4 hours during the project

During the course of the project, City's personnel (director or manager level will require attendance at one-on-one meetings or group meetings, and review of project deliverables.

CONTRACTOR PERSONNEL

The Contractor shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT
Scot Ferrell	Project Executive (Coordination of resources and deliverables)
Christine Smith	Project Manager (Lead)
Fred Klapetzky	Subject Matter Expert
Elizabeth Byrnes	Subject Matter Expert
Catherine Brown	Client Executive; Local service coordination; Leveraging of national expertise

SUBCONTRACTORS

The Contractor shall assign the following subcontractors to perform work in the capacities designated:

NAME	ROLE ON PROJECT
NONE	

The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its Proposal. For contracts valued \$100,000 or more, the Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this Contract by reference, reporting ALL subcontractors employed in the performance of this Contract. An electronic copy of the MUR may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

COMPENSATION

Contractor shall be paid an amount not to exceed \$120,000.00. The Contractor will be paid based on its hourly rate of \$200.00 per hour. The "not to exceed amount" is the maximum amount of compensation due the Contractor for all the work required by this Contract. Errors in estimating the number of hours necessary to perform the work is the sole responsibility of the Contractor.

PAYMENT TERMS: Net 30 Days

Progress Payments

On or before the 15th of each month, the Contractor shall submit to the City's Project Manager an invoice for work performed by the Contractor during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Contractor shall also attach photocopies of claimed reimbursable expenses. The Project Coordinator shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the Contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Contractor shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Contractor shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the Bureau to Contractor.

184507

**EXHIBIT B
INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT**

SECTION A

CONTRACTOR CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Contractor Signature

Date

3-25-11

Entity

Marsh USA, Inc.

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

SECTION B

ORS 67L600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:

- ☐ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- ☐ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
- ☐ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- ☐ D. Labor or services are performed only pursuant to written contracts;
- ☐ E. Labor or services are performed for two or more different persons within a period of one year; or
- ☐ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature

Date

EXHIBIT C

INSURANCE

During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).

-
2. ☒ Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage and \$2,000,000 aggregate. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract:

3. ☒ Required and attached or Waived by City Attorney : _____

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. ☒ Required and attached or Waived by City Attorney : _____

Professional Liability insurance with a limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available. If such coverage is not available Contractor shall notify City immediately.

5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without first endeavoring to provide 30-days written notice from the Contractor or its insurer(s) to the City.
6. Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time Contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

184507

CITY OF PORTLAND

CONTRACT #30001813

EXHIBIT D

CITY OF PORTLAND RFP #POEM007

CITY OF PORTLAND

CONTRACT #30001813

EXHIBIT E

CONTRACTOR'S PROPOSAL

184507

CITY OF PORTLAND

CONTRACT #30001813

EXHIBIT D

CITY OF PORTLAND RFP #POEM007



RFP No. POEM007

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

City of Portland, Oregon
August 9, 2010

REQUEST FOR PROPOSALS

for

Business Impact Analysis & Continuity Strategy

PROPOSALS DUE: August 26, 2010 by 4:00 p.m.

Envelope(s) shall be sealed and marked with RFP # and Project Title.

Submit one (1) original and five (5) complete copies of the Proposal to:

Dan Douthit
City of Portland
Office of Emergency Management
1001 SW 5th Avenue, Suite 650
Portland, Oregon 97204

Refer questions to:

Scott Schneider
Phone: (503) 823-6880
Fax: (503) 823-6945
Email: Scott.Schneider@portlandoregon.gov

GENERAL INSTRUCTIONS AND CONDITIONS

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS – The City of Portland seeks to extend contracting opportunities to Minority Business Enterprises, Women Business Enterprises and Emerging Small Businesses (M/W/ESBs) in order to promote their economic growth and to provide additional competition for City contracts. Therefore, the City has established an overall 20% utilization goal in awarding PTE contracts to ESBs. No goal is set for the use of M/WBE firms, but the City is committed to ensuring that such firms receive opportunities and equal consideration to be awarded City PTE contracts.

CITY SUSTAINABILITY OBJECTIVES – The City has a history of striving to be more sustainable in its operations and planning. Starting with the City's Sustainable City Principles (1994) the City has established a variety of policies to guide its work on sustainability, including: the Sustainable Procurement Policy, Green Building Policy, Climate Action Plan, and the Stormwater Management Manual (to view these and related City policies, go to the Portland Policy Documents Website: <http://www.portlandonline.com/auditor/index.cfm?c=26818>). As applicable to City procurement, these policies guide the City to buy products and services that reduce the City's negative environmental and social impacts, while maintaining fiscal health in the short and long term. As such, the City seeks to do business with firms that will actively contribute to the City's sustainability objectives.

ENVIRONMENTAL CLAIMS – Upon request, the vendor must provide and make publicly available verifiable evidence supporting every environmental claim made about the products or services provided to the City. Environmental claims for which verifiable evidence must be provided include any claim provided on products, product packaging, product or service sales literature and websites, and information provided to respond to this solicitation.

INVESTIGATION – The Proposer shall make all investigations necessary to be informed regarding the service(s) to be performed under this request for proposal.

SPECIAL CONDITIONS – Where special conditions are written in the Request for Proposal, these special conditions shall take precedence over any conditions listed under the Professional, Technical and Expert Service "General Instructions and Conditions".

CLARIFICATION OF REQUEST FOR PROPOSAL – Proposers who request a clarification of the RFP requirements must submit questions in writing to the person(s) shown in the REFER QUESTIONS TO section on the cover of this RFP, or present them verbally at a scheduled pre-submittal meeting, if one has been scheduled. The City must receive written questions no later than the date stated herein. The City will issue a response in the form of an addendum to the RFP if a substantive clarification is in order.

Oral instructions or information concerning the Request for Proposal given out by City bureaus, employees or agents to prospective Proposers shall not bind the City.

ADDENDUM – Any change to this RFP shall be made by written addendum issued no later than 72 hours prior to the proposal due date. The City is not responsible for any explanation, clarification or approval made or given in any manner except by addendum.

COST OF PROPOSAL – This Request for Proposal does not commit the City to pay any costs incurred by any Proposer in the submission of a proposal or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the Request for Proposal.

CANCELLATION – The City reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

LATE PROPOSALS – Proposals received after the scheduled closing time for filing will be returned to the Proposer unopened.

REJECTION OF PROPOSALS – The City reserves the right to reject any or all responses to the Request for Proposal if found in the City's best interest to do so. In the City's discretion, litigation between the City and a Proposer may be cause for proposal rejection, regardless of when that litigation comes to the

City's attention and regardless how the Proposer's proposal may have been scored. Proposals may also be rejected if they use subcontractors or subconsultants who are involved in litigation with the City. Proposers who are concerned about possible rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

CITY OF PORTLAND BUSINESS LICENSE – Successful Proposer shall obtain a current City of Portland Business License prior to initiation of contract and commencement of the work.

WORKERS' COMPENSATION INSURANCE – Successful Proposer shall be covered by Workers' Compensation Insurance or shall provide evidence that State law does not require such coverage.

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER – Successful Proposers must be certified as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

EQUAL BENEFITS PROGRAM – Successful Proposers must provide benefits to their employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

LOCAL CONTRACTING – If the final evaluation scores are otherwise equal, the City prefers goods or services that have been manufactured or produced by a Local Business. The City desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements or services. The City wants the residents of the State of Oregon and SW Washington to benefit from optimizing local commerce and services, and the local employment opportunities they generate. [Resolution #36260]

CONFLICT OF INTEREST – A Proposer filing a proposal thereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this Request for Proposal has participated in the contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer of the same request for proposals, and that the Proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

CONFIDENTIALITY – All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the proposals for which Proposer requests exception from disclosure consistent with federal or Oregon Law. Any portion of a proposal that the Proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501, ORS 192.502 and/or ORS 646.461 et seq. If the entire proposal is marked as constituting a "trade secret" or being "confidential," at the City's sole discretion, such a proposal may be rejected as non-responsive.

If a request to inspect the proposal is made, the City will notify the Proposer of the request. If the City refuses to release the records, the Proposer agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify the Proposer in order for the Proposer to take all appropriate legal action. The Proposer further agrees to hold harmless, defend and indemnify the City for all costs, expenses and attorney fees that may be imposed on the City as a result of appealing any decision regarding the Proposer's records.

The Chief Procurement Officer has the authority to waive minor irregularities and discrepancies that will not affect the competitiveness or fairness of the solicitation and selection process.

These Professional, Technical and Expert Services Request for Proposal "General Terms and Conditions" are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 279.

PART I**CONTRACT REQUIREMENTS****SECTION A****GENERAL INFORMATION****1. INTRODUCTION**

The City of Portland is a member of the Portland Urban Area (PUA) that includes Clackamas, Clark, Columbia, Multnomah and Washington Counties with a combined population of over two million people. The government agencies within the PUA provide a variety of essential public safety services to the residents of the region. Major disruptions to the information technology systems and infrastructure supporting these services can have a severe impact on residents.

2. BACKGROUND

Since 2003, the federal government has made grant funds available to the PUA on an annual basis as part of the Urban Areas Security Initiative (UASI) for all-hazard prevention, protection, preparedness, response, and recovery activities. Some of these grant funds have been used by agencies within the PUA to mitigate against service disruptions to critical public safety technology systems and conduct agency-specific self assessments of information technology vulnerabilities.

The Portland UASI Technology Working Group – composed of information technology staff from public agencies throughout the PUA – received funds as part of the 2009 UASI grant to conduct a region-wide Business Impact Analysis (BIA) of key public safety technology systems and develop a Business Continuity Strategy (BCS). The purpose of the BIA and BCS is to provide governmental entities with the necessary information to prioritize and minimize the risks associated with service disruptions to these important systems.

This Request for Proposals is presented by the City of Portland (City), Portland Office of Emergency Management (POEM) on behalf of the PUA to conduct a regional public safety BIA and develop a BCS. POEM functions as the contracting point of contact and will manage the contract.

3. SCOPE OF WORK

POEM is seeking proposals from individuals, firms, teams or consultants, hereafter called "Proposer(s)," with demonstrated experience in conducting BIAs and developing BCSs for government entities, and proposes to engage the successful Proposer for the following services:

Phase 1

Conduct a BIA for critical public safety technology systems within the PUA.

Phase 2

Develop a BCS that provides information on the mitigation of the business continuity risks identified in the BIA.

4. PROJECT FUNDING

The City has not determined the anticipated cost for the requested services. The Proposer's proposal shall include the Proposer's true estimated cost to perform the work irrespective of the City's budgeted funds for this work.

5. GRANT FUNDING

Deliverables identified within this Request for Proposals are funded from the following federal grant:

The Department of Homeland Security Urban Areas Security Initiative (UASI)
FY2009 Grant.

100% of the funding for the grant comes from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency, Urban Areas Security Initiative Grant Program. The grant funding for this project expires May 31, 2012. The successful Proposer will be subject to federal, state and city grant compliance guidelines and regulations.

6. TIMELINE FOR SELECTION The following dates are proposed as a timeline for this project:

Written proposals due at 4:00 p.m.	August 26, 2010
Announcement of short list Proposers	September 9, 2010
Interviews, if deemed necessary	September 16, 2010
Successful proposer identified	September 23, 2010
Contract approved by Portland City Council	October 20, 2010
Notice to proceed – work begins	October 20, 2010

The City reserves the right to make adjustments to the above noted schedule as necessary.

SECTION B

WORK REQUIREMENTS

1. TECHNICAL OR REQUIRED SERVICES

The successful Proposer shall perform the tasks listed below for this project, and shall be expected to work closely with designated City of Portland and UASI Technology Working Group personnel to accomplish these goals:

Phase 1 Tasks: Conduct Business Impact Analysis (BIA)

- Identify Recovery Time Objectives (RTOs) for critical technology systems. These RTOs shall be determined via interviews with:
 - Senior officials – the most senior individual in a department. This could also include elected officials.
 - Second level management (business process owners) – line manager for each major subdivision within each department.
 - Key system users – technically proficient users within each department who assist or support with these critical technology systems.
- Conduct a risk assessment of critical technology systems by identifying:
 - Threats to these systems.
 - Vulnerabilities to these systems.

Phase 2 Tasks: Develop Business Continuity Strategy (BCS)

Provide information on the mitigation of the business continuity risks identified in the BIA. The BCS will be divided into three categories:

- General strategies – strategies specific to a governmental entity's ability to mitigate a risk to one or more critical technology systems.
- System strategies – strategies specific to mitigating a risk to one or more critical technology systems.
- Facility strategies – strategies specific to mitigating risk to one or more facilities that house one or more critical technology systems.

General, System and Facility Strategies shall be further sub-divided into:

- Capital costs associated with any strategy.
- Operating costs, including human capital, associated with any strategy.
- Overall level of effort or cost/benefit of any strategy.

Scope

There are four parts to the scope of this project:

- Critical Technology Systems – systems that are the focus of the BIA and BCS.
 1. Computer-Aided Dispatch Systems.
 2. Police Records Management Systems.
 3. Fire Records Management Systems.
- Government Entity – specific governmental entities that have one or more critical

technology systems of interest:

1. City of Portland.
 2. Clackamas County.
 3. Clark County.
 4. Columbia County.
 5. Multnomah County.
 6. Washington County.
 7. C-TRAN.
 8. Port of Portland
- Governmental Department – the departments within a governmental entity that either rely on or maintain a critical technology system:
 - Facilities – the central facilities where critical technology systems are maintained.
 1. City of Portland – two data centers, two small computer rooms.
 2. Clackamas County – two data centers, one small computer room.
 3. Clark County – one data center, one small computer room.
 4. Columbia County – two data centers and one small computer room.
 5. Multnomah County – one data center and one small computer room.
 6. Washington County – three data centers.
 7. C-TRAN – one small computer room.
 8. Port of Portland – two data centers.

2. WORK PERFORMED BY THE CITY

The City has assigned a project manager to oversee the successful Proposer's work and provide support as needed. City staff and members of the UASI Technology Working Group assigned to this project shall make available sufficient hours of staff time as are required to meet with the successful Proposer and provide information as required. Specific duties the City will perform include reviewing deliverables for compliance with the Contract requirements.

3. DELIVERABLES AND SCHEDULE

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. The successful Proposer is encouraged to provide any deliverables in accordance with the City's Sustainable Paper Use Policy. The policy can be viewed at: <http://www.portlandonline.com/omf/index.cfm?c=37732>.

Deliverables and schedule for this project shall include:

Phase 1 Deliverables: Business Impact Analysis (BIA)
(6 Months after contract execution date)

Phase 2 Deliverables: Business Continuity Strategy (BCS)
(6 Months after the approval of the BIA)

All deliverables and resulting work products from this Contract are the property of the City of Portland.

4. PLACE OF PERFORMANCE

Contract performance will take place primarily at the successful Proposer's facility. On occasion and as appropriate, work will be performed at City facilities, a third-party location or any combination thereof.

5. PERIOD OF PERFORMANCE

The City anticipates having the successful Proposer begin work immediately upon contract execution with submittal of final deliverables to the City occurring by November 30, 2011.

6. PUBLIC SAFETY

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The Proposer shall anticipate delays in such places and include the cost of delay in the proposed cost. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City project managers have

discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

7. INSURANCE

The successful Proposer(s) shall agree to maintain continuous, uninterrupted coverage of all insurance as required by the City. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without a 30-day written notice, or a 10-day written notice for non-payment from the successful Proposer or its insurer(s) to the City.

Workers' Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (firms with one or more employees, unless exempt under ORS 656.027).

General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that the City of Portland, and its agents, officers, and employees are Additional Insureds but only with respect to the successful Proposer's services to be provided under this Contract.

Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Information Security & Privacy Liability for Service Provided to Others:

Technology Products and Services E&O with a per occurrence limit of not less than \$1,000,000. This is to cover claims and losses with respect to, but not limited to, network risks such as data breaches, unauthorized access or use, ID theft, invasion of privacy, damage to or loss of data, data degradation, downtime and intellectual property infringement such as copyrights, trademarks, service marks, and trade dress.

Professional Liability Insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by negligent acts, errors or omissions related to the professional services to be provided under this contract. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the Contract, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, contractor shall notify City immediately.

Certificates of Insurance: As evidence of the insurance coverages, the successful Proposer shall furnish acceptable insurance certificates to the City at the time signed contracts are returned to the City. The certificate will specify all of the parties who are Additional Insureds and will include a 30-day cancellation clause and a 10-day non-payment clause as identified above. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The successful Proposer shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION C

1. INDEX

2. SAMPLE CONTRACT

ATTACHMENTS

Exhibit A First Tier Subconsultant Disclosure Form (submit with proposal)

The Information Technology Professional, Technical and Expert Services Contract will be used as a result of this selection process. A sample contract is attached as Exhibit B

PART II**PROPOSAL PREPARATION AND SUBMITTAL****SECTION A****PRE-SUBMITTAL MEETING/CLARIFICATION****1. PRE-SUBMITTAL MEETING**

There will be no pre-submittal meeting or site visit scheduled for this project.

2. RFP CLARIFICATION

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, to the person listed below. **The deadline for submitting such questions/clarifications is August 19, 2010.** An addendum will be issued no later than 72 hours prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

Scott Schneider
City of Portland
Procurement Services
1120 SW 5th Avenue, Suite 700
Portland, Oregon 97204

E-mail: Scott.Schneider@portlandoregon.gov
Phone: (503) 823-6880
Fax: (503) 823-6945

SECTION B**PROPOSAL SUBMISSION****1. PROPOSALS DUE**

Sealed proposals must be received no later than the date and time, and at the location, specified on the cover of this solicitation. The outside of the envelope shall plainly identify the subject of the proposal, the RFP number and the name and address of the Proposer. It is the Proposer's responsibility to ensure that proposals are received prior to the specified closing date and time, and at the location specified. Proposals received after the specified closing date and/or time shall not be considered and will be returned to the Proposer unopened. The City shall not be responsible for the proper identification and handling of any proposals submitted to an incorrect location.

2. PROPOSAL

Proposals must be clear, succinct and not exceed **18** pages. Section dividers, title page, and table of contents do not count in the overall page count of the proposal. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials. Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

3. ORGANIZATION OF PROPOSAL

Proposers must provide all information as requested in this Request for Proposal (RFP). Responses must follow the format outlined in this RFP. Additional materials in other formats or pages beyond the stated page limit(s) may not be considered. The City may reject as non-responsive, at its sole discretion, any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

1. Cover Letter
2. Project Team
3. Proposer's Capabilities
4. Project Approach and Understanding
5. Diversity in Employment and Contracting Requirements
6. Proposed Cost
7. Supporting Information
8. A completed First Tier Subconsultant Disclosure Form (refer to Part II.C.5)

SECTION C**1. COVER LETTER****EVALUATION CRITERIA**

By submitting a response, the Proposer is accepting the General Instructions and Conditions of this Request for Proposal (reference second page of the RFP) and the Information Technology Professional, Technical and Expert Services contract.

The Cover Letter must include the following:

- RFP number and project title
- name(s) of the person(s) authorized to represent the Proposer in any negotiations
- name(s) of the person(s) authorized to sign any contract that may result
- contact person's name, mailing or street addresses, phone and fax numbers and email address

A legal representative of the Proposer, authorized to bind the Proposer in contractual matters must sign the Cover Letter.

BUSINESS COMPLIANCE

The successful Proposer(s) must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made. The Proposer shall be responsible for the following:

Certification as an EEO Affirmative Action Employer

The successful Proposer(s) must be certified as Equal Employment Opportunity Employers as prescribed by Chapter 3.100 of the Code of the City of Portland prior to contract award. Details of certification requirements are available from Procurement Services, 1120 SW Fifth Avenue, Room 750, Portland, Oregon 97204, (503) 823-6855, website: <http://www.portlandonline.com/omf/purchasing>

Non-Discrimination in Employee Benefits (Equal Benefits)

Proposers are encouraged to submit the Equal Benefits Compliance Worksheet/Declaration Form with their response. If not submitted, you will be contacted and required to provide this form prior to contract award; otherwise your proposal may be rejected. If your company does not comply with Equal Benefits and does not intend to do so, you must still submit the Form. The Equal Benefits Compliance Worksheet/Declaration Form can be obtained from the following web site: <http://www.portlandonline.com/omf/purchasing>

- ☐ Fill out the form properly. You may call Procurement Services at 503-823-6855 to ensure you correctly complete the form. You may also call the contact listed on the front page of this solicitation document for assistance.
- ☐ There are five options on the Worksheet/Declaration Form from which to

select. They range from full compliance (Options A, B, C), to one that requires advance authorization by the City (Option D – Delayed Compliance), to Non Compliance. Select the option that is true of your company's standing at the time you submit your proposal. You cannot change your answer after you submit the Worksheet/Declaration Form.

- ☐ Option D is only used if you have an official waiver from the City. Waivers are only issued by Procurement Services.
- ☐ The Form provides the City with your declared Equal Benefit status. However, the City issues the final determination of your Equal Benefit status for purposes of contract award.

If information on your form is conflicting or not clearly supported by the documentation that the City receives, the City may seek clarification to ensure we properly classify your compliance.

Business License

The successful Proposer(s) must be in compliance with the City of Portland Business License requirements as prescribed by Chapter 7.02 of the Code of the City of Portland prior to contract award. Details of compliance requirements are available from the Revenue Bureau License and Tax Division, 111 SW Columbia Street, Suite 600, Portland, Oregon 97201, (503) 823-5157, website: <http://www.portlandonline.com/omf/index.cfm?c=29320>

If your firm currently has a business license and is EEO certified, include in the Cover Letter your firm's City of Portland Business License number as well as the Equal Employment Opportunity (EEO) expiration date.

2. PROJECT TEAM

Proposers shall address the following:

- The approximate number of people to be assigned to the project
- Names of key members who will be performing the work on this project, and:
 - Their responsibilities on this project;
 - Their current assignments and location;
 - Their experience on similar or related projects;
 - Their unique qualifications; and
 - The percentage of their time that will be devoted to the project.
- The team's qualifications and experience on similar or related projects:
 - Qualifications and relevant experience of prime consultant;
 - Qualifications and relevant experience of sub-consultants; and
 - Project manager's experience with similar projects.

3. PROPOSER'S CAPABILITIES

This section should:

- Describe similar projects performed within the last 3-5 years which best characterize the firm's capabilities, work quality and cost control.
- Describe similar projects with other government agencies.
- Describe the firm's resources available to perform the work for the duration of the project and other ongoing projects.
- Describe the firm's internal procedures and/or policies associated or related to work quality and cost control.

4. PROJECT APPROACH AND UNDERSTANDING

Each Proposer shall provide a clear and concise statement of their understanding of the project; their strategies and methods and clarification of any major issues based upon existing information. For each of the two (2) project Phases – Business Impact Analysis and Business Continuity Strategy – the statement should:

- Describe the methods and tasks that will be used to accomplish them, and which team members will work on each task;
- Describe the products/deliverables that will result from each task;
- Identify the timeframe estimated to complete each task; and
- Identify points of input and review with City staff and PUA member.

5. DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS

The City is committed to increasing contracting opportunities for State of Oregon certified minority, women and emerging small business (M/W/ESB) enterprises. The City values, supports and nurtures diversity, and encourages any firm contracting with the City to do the same, maximizing M/W/ESB business participation with regard to all City contracts. As such, the City has established an overall 20% utilization goal in awarding PTE contracts to State of Oregon certified emerging small business (ESB) enterprises. No goal is set for the use of minority (MBE) and women business (WBE) enterprises, but the City is committed to ensuring that such firms receive opportunities and equal consideration to be awarded City PTE contracts. The City has assigned at least 15% of the total points available on this solicitation to this criterion to determine the award of this contract.

All Proposers shall address the following in their proposals:

- Indicate if your firm is currently certified in the State of Oregon as an MBE, WBE and/or ESB, or if your firm has applied for certification with the State of Oregon's Office of Minority, Women and Emerging Small Business (OMWESB). Provide a copy of the State of Oregon certification letter confirming receipt of application, or a copy of the approval letter certifying your firm as a State of Oregon M/W/ESB (a copy of this letter does not affect the page-limit identified under Part II, Section B.2 of this document).
- Identify your current diversity of workforce and describe your firm's commitments to providing equal employment opportunities. Include in your response:
 - Number of total employees and description of type of work performed.
 - Number of minorities and women within your current workforce, broken out by ethnicity and positions held.
 - Any underutilization of minorities or women within your workforce and your firm's efforts to remedy such underutilization.
 - Any plans to provide innovative mentoring, technical training or professional development opportunities to minorities and women in your workforce in relation to this project, or plans to employ minorities and women to work on this project.
 - Description of the process your firm uses to recruit minorities and women.
- Have you subcontracted or partnered with State of Oregon certified M/W/ESB firms on any project within the last 12 months? If so, please describe the history of the firm's subcontracting and partnering with certified M/W/ESB firms. Include in your response:
 - List of State of Oregon certified M/W/ESB firms with which your firm has had a contractual relationship during the last 12 months.
 - Any innovative or successful measures that your firm has undertaken to work with M/W/ESB firms on previous projects.
 - Any mentoring, technical or other business development services your firm has provided to previous or current M/W/ESB subconsultants or partners, or will provide in relation to this project.
- Are you subcontracting any element of your proposal? Describe your firm's plan for obtaining maximum utilization of State of Oregon certified M/W/ESB firms on this project. Include in your response:
 - Subcontracting opportunities your firm has identified in the scope of this project.
 - Efforts made relating to outreach and recruitment of certified M/W/ESB firms. Did your firm advertise contracting opportunities in the *Daily Journal of Commerce*, *Skanner*, *Oregonian*, *Observer*, *El Hispanic News*, *Asian Reporter*, and/or other trade publications? Did your firm conduct any outreach meetings? Did your firm

use the State's OMWESB certification list, or other source, as a basis for direct outreach? What were the actual results of any of the above efforts?

- Any proposals received from certified M/W/ESB firms. If any such proposals were rejected, provide reasons for rejection.
 - Other efforts your firm used or proposes to use in relation to this project.
- e. If your firm will be utilizing State of Oregon certified M/W/ESB firms on this project, please list those firms and detail their role within your proposal. In addition, **all Proposers must submit Exhibit A - First Tier Subconsultant Disclosure Form 1** with their proposal, which requires Proposers to identify the following:
- The names of **all** subconsultants to be used on this project with subcontracts greater than or equal to \$10,000.
 - The names of all State of Oregon certified MBE, WBE and ESB firms. If firms have more than one certification (i.e., ESB and MBE, and/or ESB and WBE) note that on the form so that proper credit can be given for the ESB goal and for tracking MBE and WBE utilization.
 - The proposed scope or category of work for each subconsultant.
- If Proposers will not be using any subconsultants that are subject to the above disclosure requirements, Proposers are required to indicate "**NONE**" on the First Tier Subconsultant Disclosure Form 1.

The City expects thoughtful consideration of all of the above Diversity in Employment and Contracting criteria in the preparation of proposals. The City will enforce all diversity in workforce and M/W/ESB commitments submitted by the successful Proposer, and the successful Proposer will be required to submit a completed Monthly Subconsultant Payment and Utilization Report to ensure that subconsultants are utilized to the extent originally proposed and submitted in its proposal. The successful Proposer will not be permitted at any time to substitute or add a subconsultant without the prior written approval of the Chief Procurement Officer. ALL subconsultants, including M/W/ESB firms, and first tier subconsultants shall be reported on the Monthly Subconsultant Payment and Utilization Report as well as contract amounts and payments. For reference, a copy of this form may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

6. PROPOSED COST

The proposal shall include the Proposer's true estimated cost or fixed-price estimate for the proposed project approach irrespective of the City's anticipated cost. Additionally, this cost shall include the hourly rates of each person associated with the project as well as the estimated number of hours each staff member will be expected to work on each task.

7. SUPPORTING INFORMATION

Supporting material must include a minimum of **four (4)** references, and may include other information pertinent to the project or work to be performed. References must include the contact person's name, agency, address, phone number, their role in the project (e.g., project manager, etc.), name of the project, and when the work was done.

PART III**PROPOSAL EVALUATION****SECTION A****PROPOSAL REVIEW AND SELECTION****1. EVALUATION CRITERIA
SCORING**

Each proposal shall be evaluated on the following evaluation criteria, weighting and maximum points, as follows:

Criteria		Maximum Score
a.	Cover Letter	0
b.	Project Team	20
c.	Proposer's Capabilities	20
d.	Project Approach and Understanding	25
e.	Diversity in Employment and Contracting	15
f.	Proposed Cost	20
g.	Supporting Information	0
Total Points Available		100

2. PROPOSAL REVIEW

An evaluation review committee will be appointed to evaluate the proposals received. For the purpose of scoring proposals, each committee member will evaluate each proposal in accordance with the criteria and point factors listed above. The evaluation committee may seek outside expertise, including but not limited to input from technical advisors, to assist in the evaluation process.

The successful Proposer shall be selected by the following process:

- a. An evaluation committee will be appointed to evaluate submitted written proposals.
- b. The committee will score the written proposals based on the information submitted according to the evaluation criteria and point factors.
- c. The committee will require a minimum of 10 working days to evaluate and score the written proposals.
- d. A short list of Proposers, based on the highest scores, may be selected for written follow up questions and/or oral interviews if deemed necessary in the Committee's sole discretion. The City reserves the right to increase or decrease the number of Proposers on the short list depending on the scoring and whether the Proposers have a reasonable chance of being awarded a contract.
- e. If written clarifications and/or oral interviews are determined to be necessary, the scores from the written proposals will be considered preliminary. Final scores, based on the same evaluation criteria, will be determined following the written responses and/or oral interviews.

All communications shall be through the contact(s) referenced in Part II, Section A.2 of the RFP. At the City's sole discretion, communications with members of the evaluation committee, other City staff or elected City officials for the purpose of unfairly influencing the outcome of this RFP may be cause for the Proposer's proposal to be rejected and disqualified from further consideration.

For contracts over \$100,000, the evaluation committee's recommendation for contract award will be submitted to the Portland City Council for approval. The City has the right to reject any or all proposals for good cause, in the public interest.

NOTE: In the City's discretion, litigation between the City and a Proposer may be cause for proposal rejection, regardless of when that litigation comes to the City's attention and regardless how the Proposer's proposal may have been scored. Proposals may also be rejected if they use subcontractors or subconsultants who are involved in litigation with the City. Proposers who are concerned about possible

rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

3. CLARIFYING PROPOSAL DURING EVALUATION

At any point during the evaluation process, the City is permitted, but is not required, to seek clarification of a proposal. However, a request for clarification does not permit changes to a proposal.

SECTION B

CONTRACT AWARD

1. CONSULTANT SELECTION

The City will attempt to reach a final agreement with the highest scoring Proposer. However, the City may, in its sole discretion, terminate negotiations at any time and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second highest scoring Proposer and may continue on, in the same manner, with remaining proposers until an agreement is reached. A consultant selection process will be carried out under Portland City Code Chapter 5.68.

2. CONTRACT DEVELOPMENT

The proposal and all responses provided by the successful Proposer may become a part of the final Contract. The form of contract shall be the City's Contract for IT PTE Services.

3. AWARD REVIEW AND PROTESTS

REVIEW:

Following the Notice of Intent to Award, the public may view proposal documents. However, any proprietary information so designated by the Proposer as a trade secret or confidential and meeting the requirements of ORS 192.501, 192.502 and/or ORS 646.461 et seq. or federal law, will not be disclosed unless the Multnomah County District Attorney determines that disclosure is required. At this time, Proposers not awarded the Contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

PROTESTS OF CONTRACT AWARDS:

Protests may be submitted to the Chief Procurement Officer only for formal solicitations resulting in contract(s) individually valued at or above the Formal Solicitation Process Dollar Threshold (reference www.portlandonline.com/omf/index.cfm?c=44169&a=74585), and only from those Proposers who would receive the contract if their protest was successful.

Protests must be in writing and received by the Chief Procurement Officer within seven (7) calendar days, UNLESS OTHERWISE NOTED, following the date the City's Notice of Intent to Award was issued. The protest must specifically state the reason for the protest and show how its proposal or the winning proposal was mis-scored or show how the selection process deviated from that described in the solicitation document. No contract will be awarded until the protest has been resolved.

Protests must be timely and must include all legal and factual information regarding the protest, and a statement of the form of relief requested. Protests received later than specified or from other than the Proposer who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

The Chief Procurement Officer may waive any procedural irregularities that had no material effect on the selection of the proposed contractor, invalidate the proposed award, amend the award decision, request the evaluation committee re-evaluate any proposal or require the bureau to cancel the solicitation and begin again to solicit new proposals. In the event the matter is returned to the evaluation committee, the Chief Procurement Officer shall issue a notice canceling the Notice of Intent to Award.

Decisions of the Chief Procurement Officer are final and conclude the administrative appeals process.

EXHIBIT A**CITY OF PORTLAND
PROFESSIONAL TECHNICAL & EXPERT (PTE) SERVICES
FIRST TIER SUBCONSULTANT DISCLOSURE FORM**

CITY PTE DISCLOSURE REQUIREMENTS

The City's disclosure program was adopted to document the use of subconsultants on City projects over \$100,000; particularly Oregon certified Minority, Women and Emerging Small Businesses (M/W/ESBs).

This Request for Proposal requires submission by the Proposer of the First Tier Subconsultant Disclosure Form. When the contract amount of a first-tier subconsultant furnishing services, labor or labor and materials would be greater than or equal to \$10,000, the Proposer must disclose the following information about such subconsultants:

- 1) The subconsultant's contact information and Employer Identification Number (EIN or FED ID#)
- 2) State of Oregon M/W/ESB designation
(Verify certification status with the Office of Minority, Women and Emerging Small Business at <http://www4.cbs.state.or.us/ex/dir/omwesb/>)
- 3) The proposed scope or category of work that the subconsultant will be performing
- 4) The amount of the subconsultant's contract

If the Proposer will not be using any subconsultants that are subject to the above disclosure requirements, the Proposer is required to indicate "**NONE**" on the accompanying form.

ATTACHMENTS: Form 1: City of Portland PTE First Tier Subconsultant Disclosure Form

**CITY OF PORTLAND
PTE FIRST TIER SUBCONSULTANT DISCLOSURE FORM
(FORM 1)**

This Request for Proposal requires submission by the Proposer of the First Tier Subconsultant Disclosure Form. When the contract amount of a first tier subconsultant furnishing services, labor or labor and materials would be greater than or equal to \$10,000, the Proposer must disclose the following information about that subconsultant.

Proposer Name: _____

Proposer's Total Cost: _____

RFP Number: _____

Project Name: _____

SUBCONSULTANT INFORMATION (Please Print)	M/W/ESB	SCOPE/TYPE OF WORK	SUBCONTRACT AMOUNT
Firm Legal Name: Phone #: Fax#: FED ID OR EIN (No SS#):			\$
Firm Legal Name: Phone #: Fax#: FED ID OR EIN (No SS#):			\$
Firm Legal Name: Phone #: Fax#: FED ID OR EIN (No SS#):			\$
Firm Legal Name: Phone #: Fax#: FED ID OR EIN (No SS#):			\$
Firm Legal Name: Phone #: Fax#: FED ID OR EIN (No SS#):			\$
Firm Legal Name: Phone #: Fax#: FED ID OR EIN (No SS#):			\$

NOTE:

- 1) If the Proposer will not be using any subconsultants that are subject to the above disclosure requirements, the Proposer is required to indicate "NONE" on this form.
- 2) All subconsultants with contracts \$10,000 or over must be listed on this form. Leave M/W/ESB column blank if firm is not confirmed certified through the *State of Oregon Office of Minority, Women and Emerging Small Business*: <http://www4.cbs.state.or.us/ex/dir/omwesh/>.
- 3) Do not enter social security numbers on this form. The City will do a follow-up to collect this info.

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EXHIBIT B

**CITY OF PORTLAND
INFORMATION TECHNOLOGY PROFESSIONAL TECHNICAL & EXPERT (PTE)
SERVICES
SAMPLE CONTRACT**

SAMPLE PTE CONTRACT (TECHNOLOGY)

**CITY OF PORTLAND
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES**

CONTRACT NO. Click Here and Type

**SHORT TITLE OF WORK PROJECT:
Click Here and Type**

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Click Here and Type, hereafter called Contractor. The City's Project Manager for this contract is Click Here and Type.

Effective Date and Duration

Unless terminated sooner under the provisions of this Contract, the term of this Contract shall be from Click Here and Type to Click Here and Type with the City's option to extend for Number of Years years for a contract total of Number of Years years.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed Click Here and Type for accomplishment of the work.
- (b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

Terms and conditions listed on pages 2 - 4.

=====

CONTRACTOR DATA AND CERTIFICATION

Contractor Name (please print): _____

Address: _____

Employer Identification Number (EIN) _____

[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE

BLANK IF NO EIN]

City of Portland Business License # _____

Citizenship: Nonresident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership

☐ Corporation ☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp.

☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and employer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

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STANDARD CONTRACT PROVISIONS FOR PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)

1. Access to Records

The Contractor shall maintain, and the City of Portland ("City") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

2. Audits

(a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. Order of Precedence

This contract consists of the terms and conditions of this contract including Exhibit [REDACTED], the Request for Proposals (RFP) issued by the City, if any, and the Contractor's proposal in response to the RFP. In the event of any apparent or alleged conflict between these various documents, the following order of precedence shall apply to resolve the conflict: a) Amendments to this Contract, b) this contract's terms and conditions, c) Change Orders, d) Task orders e) the City's RFP, and f) the Contractor's proposal in response to the RFP, attached as Exhibit [REDACTED] and g) Contractor's Price proposal, attached as Exhibit [REDACTED].

5. Early Termination of Agreement

(a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.

(d) In the event of early termination all of the Contractor's work product will become and remain property of the City.

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.

(b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

9. Compliance with Applicable Law

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the administrative rules. Contractor shall complete the INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT, which is attached hereto and by this reference made a part hereof.

(a) Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the City.

(b) Indemnity - Claims for Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this Agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses caused by the negligence of the City.

(c) Indemnity - Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

10. Insurance

During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

(a) **Workers' Compensation Insurance** in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).

(b) ☒ Required and attached or Waived by City Attorney : _____

General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract.

(c) ☒ Required and attached or Waived by City Attorney : _____

Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

(d) ☒ Required and attached or Waived by City Attorney : _____

Professional Liability Insurance covering acts, errors or omissions arising out of the performance or failure to perform professional services related to the Services under this Agreement will be maintained. The coverage shall be placed with an insurer with an AM Best Rating of A-VII or better and shall include the following coverage parts:

Technology Products & Services E&O -Information Security & Privacy Liability for Service Provided to Others

Such insurance shall cover any and all errors, omissions or negligent acts in the delivery of Products, Services and Licensed Programs under this Agreement. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress.

Such insurance shall include limits of coverage of the local currency equivalent of not less than USD \$1,000,000 (one Million U.S. dollars) and shall remain in effect for not less than three (3) years following the date of termination of this Agreement. Evidence of coverage must be sent to the City for three years following termination of this agreement.

- (e) On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the City.
- (f) Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. Ownership of Work Product

All work products produced by the Contractor under this contract is the exclusive property of the City. "Work product" shall include but not be limited to research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; the Contractor and the City intend that such work product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a work product is deemed not to be a "work made for hire," the Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the work product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that work product.

12. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

13. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall

not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

15. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

16. Warranty (a) Contractor warrants that the work performed under this Contract will meet the standards of skill and diligence normally employed by professional engineers or consultants performing the same or similar services, that work will be free from errors and from defects in workmanship and materials, and that deliverables shall conform to the performance standards, specifications, functions and other descriptions and standards applicable thereto as set forth in the Statement of Work. The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

(b) Contractor warrants it has complied and shall comply with all applicable law in connection with the execution, delivery, and performance of this Contract and shall not contravene the terms of any contracts with third parties, or any third-party rights in any patent, trademark, copyright, trade secret, or similar right; and, as of the date of this Agreement, there are no actual or threatened legal actions with respect to the matters in this Agreement.

17. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without reference to its conflict of laws provisions. Any action or suits involving any question arising under this contract shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

18. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Purchasing Agent to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

19. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement. Additionally, the Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full term of this contract. Failure to be in compliance may result in payments due under this contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.

20. Prohibited Interest

(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

21. Payment to Vendors and Subcontractors

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

22. Written Notifications

All notices to, and other written communication between, the Parties to this Agreement shall be deemed received five (5) days after being sent by first class mail, or upon receipt when sent by courier services or by fax transmission with telephone confirmation of receipt. All notices and written communications shall be sent to the Parties set forth below, or to such other places as they may designate by like notice from time to time:

For the City:

Name:

For the Contractor:

Name:

City of Portland

Contract #30001813
Exhibit D: RFP #POEM007

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Title:
Address:
City, State:
e-mail:Title:
Address:
City, State:
e-mail:**Copy to:****Copy to:**Name:
Title:
Address:
City, State:
e-mail:Name:
Title:
Address:
City, State:
e-mail:

23. Conflict of Interest. Contractor warrants it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under the Agreement.

24. Return of Parties' Property. When the Agreement or any Task/Change Order placed pursuant to the Agreement is terminated or expired, each Party shall return to the other all papers, materials, and properties of the other Party then in its possession. The City will retain one (1) copy of the documentation for the express purposes of public record archiving.

25. Notice of Change in Financial Condition. Contractor must maintain a financial condition commensurate with the requirements of the Agreement. If, during the Agreement, Contractor experiences a change in its financial condition which may adversely affect its ability to perform, or changes the ownership or control, the City shall be immediately notified in writing. Failure to notify the City of such a change in financial condition or change in ownership or control is sufficient grounds for terminating the Agreement.

26. Confidentiality.

(a) "City Confidential Information" means any information, in any form or media, including verbal discussions, whether or not marked or identified by the City, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act of 2007; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.501 and/or ORS 192.502 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to Copyright, HIPPA) and (7) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the City including without limitation, data and information systems, any software code and related materials licensed or provided to the City by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the City.

(b) Maintenance of Confidentiality. Contractor shall treat as confidential any City Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor shall use Confidential Information exclusively for the City's benefit and in furtherance of the goods and/or services provided by Contractor. Except as may be expressly authorized in writing by the City, in no event shall Contractor publish, use, discuss or cause or permit to be disclosed to any other person such Confidential Information. Contractor shall (1) limit disclosure of the Confidential Information to those directors, officers, employees and agents of Contractor who need to know the Confidential Information in connection with the City Project/Network, (2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as Contractor employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City, upon its request, all materials containing Confidential Information, in whatever form, that are in Contractor's possession or custody or under its control. Contractor is expressly restricted from and shall not use Confidential intellectual property of the City without the City's prior written consent.

(c) Scope. This Agreement shall apply to all City Confidential Information previously received, learned, observed,

known by or made available to Contractor. This Agreement shall not apply to Confidential Information which (1) is or later becomes part of the public domain without breach of this Agreement and through no wrongful act of Contractor, (2) Contractor rightly receives from a third party, or (3) was developed independently by and was reduced to writing by Contractor prior to the earlier of the date of this Agreement or the date of any access or exposure to any Confidential Information. Contractor's obligations under this Agreement shall survive termination.

(d) Equitable Remedies. Contractor acknowledges that unauthorized disclosure of City Confidential Information or misuse of the City System or Network will result in irreparable harm to the City. In the event of a breach or threatened breach of this Agreement, the City may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

(e) Contractor's Confidential Information. During the term of the Agreement, Contractor may disclose to the City, certain confidential information pertaining to Contractor's business ("Confidential Information"). Contractor shall be required to mark "CONFIDENTIAL" with a restrictive legend or similar marking. If CONFIDENTIAL is not clearly marked or cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Contractor shall identify the Confidential Information at the time of disclosure or within a reasonable time thereafter. The City shall not be deemed to have breached this Section if (a) Confidential Information later becomes part of the public domain through no act or omission of the City; (b) is required to be disclosed under operation of law; or (c) the City lawfully receives Confidential Information from a third party with no breach of any duty of confidentiality.

27. Public Records Request. Contractor acknowledges that the City of Portland is subject to the Oregon Public Records Act and Federal law. Third persons may claim that the Confidential Information Contractor submits to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Law. Subject to the following conditions, the City agrees not to disclose any information Contractor submits to the City that includes a written request for confidentiality and as described above, specifically identifies the information to be treated as Confidential. The City's commitments to maintain certain information confidential under this agreement are all subject to the constraints of Oregon and federal laws. Within the limits and discretion allowed by those laws, the City will maintain the confidentiality of information.

28. Survival. All obligations relating to confidentiality; indemnification; publicity; proprietary rights; limitation of liability; and obligations to make payments of amounts that become due under this Agreement prior to termination (except that payments for services not performed by the date of termination shall be prorated) shall survive the termination or expiration of this Agreement and shall, to the extent applicable, remain binding and in full force and effect for the purposes of the ongoing business relationship by and between Contractor and the City. Nothing in this Agreement shall alter, modify, or supersede the content and survival of such provisions, except as otherwise expressly agreed to in writing by the Parties and with the prior written approval of the City Attorney's office.

OPTIONAL PROVISIONS (selected by City Project Manager)

29. Arbitration: ☐ / Applicable ☐ / Not Applicable (consult with City Attorney's Office before finalizing as applicable)

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Agreement for undisputed portions of work.

30. Progress Reports: ☐ / Applicable ☐ / Not Applicable

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, the STATEMENT OF THE WORK should list what information the Contractor must include in monthly progress reports.

31. Contractor's Personnel: ☐ / Applicable ☐ / Not Applicable

The Contractor shall assign the following personnel to do the work in the capacities designated: If applicable, list selected personnel in the STATEMENT OF THE WORK. The Contractor shall not change personnel assignments without the prior written consent of the City.

32. Subcontractors: ☐ / Applicable ☐ / Not Applicable

The City requires Contractors to use the Minority, Women and Emerging Small Business (M/W/ESB) subcontractors identified in their proposals, and as such the Contractor shall assign these subcontractors as listed in the STATEMENT OF THE WORK to perform work in the capacities designated. The Contractor shall not change subcontractor assignments without the prior written consent of the Purchasing Agent.

33. TRAVEL ☐ / Applicable ☐ / Not Applicable

(a) **Reimbursement.** Contractor may be reimbursed, upon advance written approval by authorized City personnel, for certain expenses incurred in connection with personnel assigned to provide services for the City on the City's Site. All invoices shall be accompanied by original receipts and any additional backup that may be appropriate, and required by any subsequent Task/Change Order. Reimbursement will be made based on the following guidelines:

(b) **Commercial Air Travel.** Commercial air travel reservations are to be arranged based on the lowest coach fare available within a reasonable time frame surrounding the desired arrival or departure time. The City shall reimburse Contractor for one round trip to the subject work location, unless otherwise agreed to by the City in writing. When possible, air travel arrangements should be reserved at least seven (7) to fourteen (14) days in advance. Direct billing for commercial air travel is NOT permitted; however, City may elect to arrange travel reservations on behalf of Contractor personnel. Weekend travel is not reimbursable, unless otherwise agreed to by the City's Project Manager in writing. In the event weekend travel is reimbursed, such reimbursement shall be made based on an amount up to and in lieu of any authorized per diem amounts and, if applicable, any other daily expense reimbursement.

(c) **Rental Cars - Surface Transportation.** Vehicle rental will be reimbursed based on a minimum ratio of one (1) compact auto per two (2) Contractor personnel. Reimbursement for vehicle rental will not be approved for Contractor personnel falling below that ratio. Cost for additional insurance is not reimbursable, nor will reimbursement be permitted for fuel obtained at a vehicle rental agency. City does not assume any liability of any type in connection with rental vehicles reserved or operated by Contractor personnel. Direct billing for rental vehicles is not permitted. If the City's Project Manager elects to provide a per diem for auto rental, such per diem shall be the same per diem as allowed for City employees.

(d) **Lodging.** Contractor shall arrange for their own lodging if required, and approved in writing by the City. The City will reimburse Contractor per individual for a daily lodging expenses based on GSA per diem rates; such per diem shall be the same per diem as allowed for City employees. GSA per diem rates can be found at the U.S. General Services Administration website: <http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0>.

(e) **Per Diem.** The City will provide a Per Diem for each full day (eight hours) worked for Contractor personnel assigned to deliver services. The per diem rate will be the same as the one published on the U.S. General Services Administration website, identified as the Meal and Incidental Expenses (M&IE) for the Portland, Oregon area. Per Diem may include the following expenses:

- meals
- laundry
- tips and gratuities
- communications for personal reasons
- any additional miscellaneous expenses

(f) **Personal Entertainment.** Expenses incurred for personal entertainment while traveling on the City business is not reimbursable. Personal entertainment includes items such as in-room movie charges, sightseeing, attendance at sporting events, reading materials, birthday gifts, haircuts, etc.

INFORMATION TECHNOLOGY

34. On-Call Information Technology (IT) Services Contract: ☐ / Applicable ☐ / Not Applicable

(a) The City shall assign individual projects on a Task Order, time-and-materials basis as project needs are identified. The scope of work, schedule, deliverables, and compensation for each project will be defined in the Task Order, similar in content to the WORK outlined in the STATEMENT OF THE WORK, prior to commencement of the work. Any changes to the scope of work, schedule, deliverables, and compensation must be agreed upon by Contractor and the City in writing as an amendment to the Task Order.

(b) Following each executed Task Order, the City's Project Manager will work directly with the Contractor for the duration of the project, unless otherwise noted on the Task Order.

(c) A single task order may not exceed \$75,000, including task order amendments, unless authorized by the Purchasing Agent. The Purchasing Agent shall approve task orders and task order amendments in the following scenarios: 1) When amending the task order to increase compensation is greater than 25% of the original task order amount or 2) When a task order exceeds \$75,000.

35. Multiple-Award Information Technology (IT) Services Contract: ☐ / Applicable ☐ / Not Applicable

This Contract is one of multiple contracts the City has awarded for on-call IT services in [REDACTED] major service categories as a result of RFP No. [REDACTED]. The number of contracts awarded for these on-call services is at the sole discretion of the City, as is the assignment of work. The City has no obligation to request any services from Contractor under this Contract. There is no guarantee that the total dollar limit of the contract will be reached. For projects exceeding \$25,000, the City shall contact at least three (3) contractors in the desired service category to determine which Contractor is best suited to perform the project in the required time frame. The City has established procedures to allow the Bureaus, in every case, to select the most technically qualified firm for each task order.

Contractor may be called on to provide as-needed consulting services and/or undertake fixed-term projects, which may range from a minimal amount up to \$75,000 subject to budget availability in any given year.

36. Security. Contractors providing or having access to data containing City confidential or personally identifiable information (as defined in the Oregon Consumer Identity Theft Protection Act, ORS 646A.600 to 646A.628) must maintain and demonstrate compliance with the following:

(a) Oregon Consumer Identity Theft Protection Act, ORS 646A.600 to 646A.628. Specifically Contractors must develop, implement and maintain reasonable safeguards to protect the security, confidentiality and integrity of the personal information, including disposal of the data. Contractors must also provide immediate notification to the City of a data security breach (as defined) and in cooperation with the City, provide notice to affected consumers. Any costs or fees incurred by the City due to Contractor's data breach, including but not limited to notification, consumer credit reports or fines by the Department of Consumer and Business Services, shall be reimbursed to the City by Contractor.

(b) City of Portland, Bureau of Technology Services Security Standards. Specifically Contractors must comply with Technology Services, Information Security Administrative Rules 2.01, 2.02, 2.08, 2.12 and 2.15. These rules are located at: <http://www.portlandonline.com/auditor/index.cfm?c=26821>.

(c) Additionally, any Contractor who provides or has access to Software which process and/or interacts with credit/debit card information must also be compliant with the Payment Card Industry- Data Security Standard (PCI-DSS). The most current version is 1.2. These standards are maintained at www.pcisecuritystandards.org

37. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

=====

**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE**

DELETE ABOVE INSTRUCTIONS AND ANY INSTRUCTIONS BELOW IN BRACKETS

SCOPE OF WORK

CONTRACTOR PERSONNEL *[Use these provisions as applicable]*

The Contractor shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT

SUBCONTRACTORS *[If none, indicate "NONE"]*

The Contractor shall assign the following subcontractors to perform work in the capacities designated:

NAME	ROLE ON PROJECT

The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its Proposal. For contracts valued \$100,000 or more, the Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subcontractors employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

COMPENSATION *[Modify these provisions to meet your specific needs]*

Contractor shall be paid the not to exceed amount of \$_____. The Contractor will be paid based on its hourly rates, costs incurred in paying its subcontractors, if any, plus any authorized expenses, as set forth in more detail below. The "not to exceed amount" is the maximum amount of compensation due the Contractor for all the work required by the contract. Errors in estimating the number of hours necessary to perform the work is the sole responsibility of the Contractor.

PAYMENT TERMS: Net 30 Days**Hourly Rates**

The billing rates shall not exceed those [set forth below].

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up.

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services shall not exceed %.

Adjustment of Labor Rates

Each year the contract is in force, hourly rates may be adjusted annually to an amount not to exceed the average inflation rate for the Portland Metropolitan Area as determined from the US Department of Labor statistics and certified by the City of Portland Auditor. Other than the impact of inflation as described above, compensation rates may not be increased.

Progress Payments

On or before the 15th of each month, the Contractor shall submit to the City's Project Manager an invoice for work performed by the Contractor during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Contractor shall also attach photocopies of claimed reimbursable expenses. The Project Coordinator shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Contractor shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Contractor shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the Bureau to Contractor.

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT**SECTION A**

CONTRACTOR CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Contractor Signature _____ Date _____
Entity _____

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

SECTION B

ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:
 - _____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - _____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - _____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - _____ D. Labor or services are performed only pursuant to written contracts;
 - _____ E. Labor or services are performed for two or more different persons within a period of one year; or
 - _____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature

Date

CONTRACTOR SIGNATURE:

This contract 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 Agreement.

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

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE WORK made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

Contractor Name Here

BY: _____ Date: _____

Name: _____

Title: _____

Contract No. _____

Contract Title: _____

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau Director

By: _____ Date: _____
Purchasing Agent

By: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney

**ADDENDUM NO. 1****Request for Proposal No. POEM007****Business Impact Analysis & Continuity Strategy****Proposals Due: August 26, 2010 by 4:00 p.m.**

To all Proposers of record:

This addendum is issued to clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted RFP documents on which the contract will be based. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal to remain in force. It is the responsibility of all Proposers to conform to this addendum.

ITEM	LOCATION	CHANGE
1.1	Part I, Section B.1, Phase 1 Tasks	<p>Clarification:</p> <p>The City does not mandate the use of any particular tool to catalog business continuity threats. The choice of tool is entirely up to the contractor.</p> <p>A lead point of contact has been identified within each agency.</p>
1.2	Part I, Section B.1, Scope	<p>Clarification:</p> <p>The three critical technology systems (Computer-Aided Dispatch Systems, Police Records Management Systems, and Fire Records Management Systems) are the only critical technology systems included in the BIA. The Risk/Threat/Vulnerability assessment is limited to these three critical systems, and includes all central facilities identified in the RFP. Each central facility houses at least one critical application.</p> <p>The physical location of all critical technology systems has been established. There may need to be additional work done by the contractor to catalog specific aspects of this inventory such as database version, OS version and service pack.</p>

		<p>The data centers contain a mix of server and mainframe hardware.</p> <p>There is no primary data center to which all other data centers are connected.</p>
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END OF ADDENDUM

Scott Schneider
Sr. Procurement Specialist

CITY OF PORTLAND

CONTRACT #30001813

EXHIBIT E

CONTRACTOR'S PROPOSAL

184507

MARSH

MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN

August 26, 2010

Response to RFP No. POEM007

Portland Office of Emergency Management

Business Impact Analysis & Continuity Strategy

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184507

MARSH**Scot Ferrell**
Managing DirectorMarsh USA Inc.
345 California
San Francisco, CA 94104
415 743-8646 Fax 415 743-7615
scot.ferrell@marsh.com
www.marsh.com

1. Cover Letter

August 26, 2010

Dan Douthit
City of Portland
Office of Emergency Management
1001 SW 5th Ave, Suite 650
Portland, Oregon 97204

Subject:

RFP No. POEM007: Business Impact Analysis & Continuity Strategy

We are pleased to present our proposal in response to the Request for Proposal (RFP) No. POEM007.

Marsh is in a unique position to address the needs of the City of Portland Office of Emergency Management. We are an experienced leader in providing business risk solutions and business continuity risk management (BCRM) services to public entities throughout the United States. Our approach and solutions are unique, and our recommendations are objective, independent and unbiased. Our methodology is designed to include best practice standards of the DRII and BCI, as well as FEMA's Continuity Guidance Circular 1 (CGC1) for non-federal public entities.

Marsh's approach to performing Business Impact Analyses (BIA), Risk Assessments and Business Continuity Strategy Development for the Portland Office of Emergency Management (POEM) and Portland Urban Area (PUA) members represents a best practice approach for public entities that has been specifically designed using Marsh's unique employee skill sets and lessons learned from past regional and local events. Our holistic approach will help POEM and PUA's members better understand the risks to their most critical technology applications and how to mitigate them. Our approach is not based on or limited by the strict parameters of templates or specific technology solutions. Rather, our holistic approach focuses on your business and operational priorities so POEM and PUA members can better prepare for disruptive events.

Our professionals are a mix of technical and operational practitioners with extensive experience providing COOP and business continuity services to a wide range of clients. We have selected practitioners for your project based on their previous experiences at public entities or like-kind expertise. Each team member supporting your project has provided similar services to public and private sector entities and is a certified Business Continuity professional through either the DRII or BCI. Furthermore, Marsh's BCRM team will work closely with your risk insurance professionals to leverage past studies and their understanding of risks within your organization.

Marsh estimates of work hours, level of practitioner and volume of activities reflect our assumptions about the complexity of this assignment. While we have reduced our rates to remain competitive on your project, we would be happy to revisit both scope and cost in the event we have assumed a greater level of intensity than POEM intended.

Marsh will offer POEM and PUA members a number of value-added benefits if selected as its business partner for this initiative. We are one of the leading providers of risk management services to public entities. Our Public Entities Practice excels in every discipline critical to the effective management of public entity risks by developing responses and implementing solutions customized to the needs of public entities and their constituencies. And because we specialize in

MARSH

Scot Ferrell
Managing Director

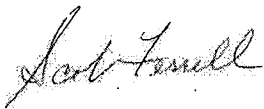
Marsh USA Inc.
345 California
San Francisco, CA 94104
415 743-8646 Fax 415 743-7615
scot.ferrell@marsh.com
www.marsh.com

risk management for public entities; not only can we identify the risks that threaten to disrupt your operations, we can help you implement risk treatment and mitigation strategies that extend well beyond risk transfer and traditional loss control.

Ultimately, we are confident our approach and team members represented in our response will provide the value and deliverables the City of Portland, POEM, and PUA expects from a business partner.

If you have any questions or require further dialog beyond what is outlined in our proposal, please feel free to contact me as I will represent Marsh in negotiating and contracting.

Sincerely,



Scot W. Ferrell, CBCP, FBCI
Managing Director
Risk Consulting - West Region
Marsh Risk & Insurance Services
345 California Street, San Francisco, CA 94104
415-743-8646 (w) / 415-743-7615 (f)
scot.w.ferrell@marsh.com



Catherine Brown
Vice President
Marsh, Inc.
111 SW Columbia Street, Suite 500
Portland, OR 97201
503.248.6423 (w) / 502.248.6187 (f)
catherine.e.brown@marsh.com

By submitting this proposal, Marsh USA Inc. is accepting The General Instructions and Conditions of this Request for Proposal. Furthermore, pursuant to the requirements of the RFP, we submit that Marsh is exempt to the licensing requirements of the City of Portland as we are regulated by the State of Oregon Insurance Division. Our current EEO certification period is September 30, 2009 to September 30, 2011.

Please see the Supporting Information section for a completed copy of the Equal Benefits Compliance Worksheet/Declaration Form.

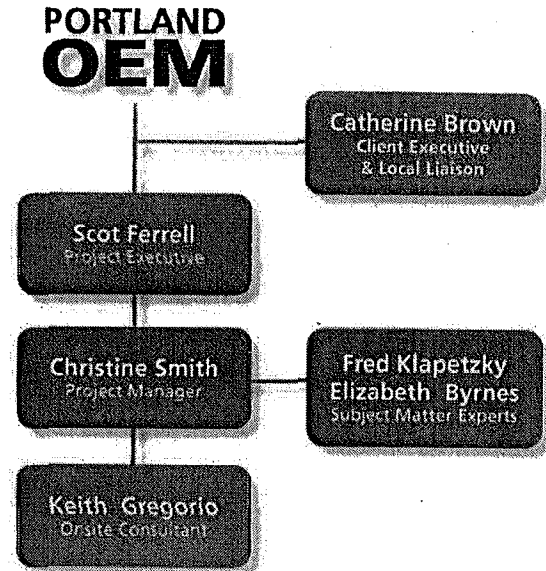
City of Portland

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2. Project Team

Marsh has selected a team of professionals for this project based on their expertise, knowledge of the public sector, and experience serving clients similar to you. We have included your current Client Executive for your insurance program in our team structure as she brings great knowledge of the City's risk management program and needs, as well as significant experience with other public entities. We will utilize the team shown on the right for this project.

Outlined below are details on the roles, responsibilities, and experience of Marsh's proposed project team members, as well as each consultant's current workload. Please note each proposed team member is currently assigned to other projects. These projects vary in scope and time frame and do not require 100% of any one colleague's time. Please also note that some projects listed below are scheduled to be completed either prior to or shortly after work for POEM would commence. Thus, all of our proposed consultants will be available to work on POEM's project throughout its duration.



Team Member	Project Role	% of Time on POEM Project	Relevant Experience & Qualifications	Current Projects
Scot Ferrell (San Francisco, CA)	Project Executive (Coordination of resources and deliverables)	2 - 5	23 years of experience in business continuity planning, finance, internal audit, risk management and disaster recovery; relevant past projects include a city government, state funded university, and an Oregon port; Has managed and assisted over 225 organizations with business continuity planning; Fellow - Business Continuity Institute (FBCI) and Certified Business Continuity Planner (CBCP)	Project Executive on: <ul style="list-style-type: none"> National Engineering Firm National Parks Management Co. Community College Consumer Products Co. Projects are based on the west coast, allowing for close proximity to the City of Portland.
Christine Smith (Atlanta, GA)	Project Manager (Lead)	50 - 70	13 years risk management experience, including 3 years experience in business continuity; relevant past projects (i.e., public entity) include departments within a federal agency and an aviation authority responsible for a major international airport (included risk assessment and development of mitigation strategies); licensed Property & Casualty agent (Georgia); Completed FEMA Training on National Incident Command Systems (NIMS) and Continuity of Operations Planning (COOP); Associate Business Continuity Professional (ABCP)	Project Consultant on: <ul style="list-style-type: none"> Aviation Authority Real Estate Firm Hospitality Co. Financial Services Firm All projects except hospitality company project will be completed prior to POEM project kickoff. Hospitality company based on west coast, allowing for close proximity to the City of Portland.

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Team Member	Project Role	% of Time on POEM Project	Relevant Experience & Qualifications	Current Projects
Keith Gregorio (Newport Beach, CA)	Project Consultant	50 – 70	15 years experience in business continuity planning for clients in various industries, including the US Air Force; extensive experience with IT Disaster Recovery planning; experience in establishing Health, Safety, and Physical Security programs; over 10 years in the U.S. Air Force where he specialized in Technical Services within Fire Protection and provided program management, design, and development of all aspects of fire prevention / suppression for base facilities. Certifications include: Certified Business Continuity Professional (CBCP); Microsoft's MCITP -- Enterprise Administrator and CompTIA's Security+.	Project Consultant on: <ul style="list-style-type: none"> Hospitality Co. Hospitality company based on west coast, allowing for close proximity to the City of Portland.
Fred Klapetzky (St. Louis, MO)	Subject Matter Expert	5-15%	Marsh's National BCM Practice Leader; 29 years experience; has managed numerous multi-million dollar projects with the United States Government and Fortune 50 companies; recent relevant past projects include aviation authority, public universities. former federal special agent and pioneer in Computer Crime Investigations, helped develop many of the methods and techniques in use today by federal, state and local law enforcement. His eleven years of service as an officer in the United States Air Force, his business operations, security knowledge and technology capabilities make him uniquely qualified to assess and recommend improvements in facilities, networks, and business operations. Certifications include CISSP – Certified Information Systems Security Professional.	Subject Matter Expert on multiple projects.
Elizabeth Byrnes (Morristown, NJ)	Subject Matter Expert	5-15%	13+ years experience; one of only 100 professionals in the world to hold a Master Business Continuity Professional (MBCP) certification; has authored Industry-wide BCP/DR practices, including the Generally Accepted Practices, and helped to develop the BC auditing certification criteria for DRII and customized seminars for State Agencies and clients; Master Business Continuity Professional (MBCP) and certified in Project Management.	Project Manager on multiple projects.

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Team Member	Project Role	% of Time on POEM Project	Relevant Experience & Qualifications	Current Projects
Catherine Brown (Portland, OR)	Client Executive; Local service coordination; leveraging of national expertise	2 - 5	28 years public entity risk management experience; multiple public entity clients, including City of Portland; certified in General Principles of Insurance, Principles of Fire, Marine and Allied Lines Insurance, and Principle of Casualty Insurance and Surety Bonding; Licensed P&C agent.	Client Executive for multiple public entities.

In the unlikely event we would need to make a change to the project team due to extenuating circumstances, we would notify POEM's project leadership and vet potential team members with them.

3. Proposer's Capabilities

Marsh COOP & Business Continuity Expertise

Marsh is one of the leading providers of risk management services to public entities. Our Public Entities Practice excels in every discipline critical to the effective management of public entity risks by developing responses and implementing solutions customized to the needs of public entities and their constituencies.

Our Business Continuity Risk Management (BCRM) team represents the strongest resources in continuity planning with decades of relevant experience and subject matter expertise. As our biographies (attached in "Supplemental Information") reflect, our staff is qualified and certified to meet and exceed POEM's expectations. Our team has extensive experience in developing Continuity of Operations (COOP) and disaster recovery plans for public entities, ranging from the federal government, to state and county governments, to local municipalities, school boards and port / aviation authorities. Our consultants also have provided business continuity planning services to an extensive client base across a wide range of private sector industries. As such, the projects highlighted below reflect a cross section of public and private sector engagements.

- **Organization Type: Aviation Authority Project: Continuity of Operations Planning (COOP)**
Marsh was hired to assist an aviation authority responsible for the management of a major international airport in the Southeast in developing Continuity of Operations Plans (COOP) for the Authority and its individual departments. Within this capacity, we have performed a detailed risk assessment across the organization for all critical processes and provided risk mitigation strategies for the risks identified. We have also performed a business impact analysis, developed a Governance program and policy statement, recovery strategies, and NIMS-compliant incident management structure, documented business continuity plans, and facilitated multiple tabletop exercises and a partial simulation exercise. Marsh has also developed a maintenance program and conducted training as part of the engagement.
- **Organization Type: Federal Agency Project: Continuity of Operations Planning (COOP)**
Marsh assisted a federal agency with the development of Continuity of Operations Plans (COOP) for a select group of departments within the agency. Within this capacity, we performed a business impact analysis. Marsh is currently assisting this client in the development of a BCP implementation plan, recovery strategies and documentation of plans. Marsh will also assist this client in the development of an exercise program and a training and awareness program for the departments as part of this engagement.
- **Organization Type: County Government Project: Planning for Continuity of Government (COG)**
Marsh helped a large county business continuity and emergency management department with the development of procedures for continuity of governments, including succession and delegation of authority planning. Marsh successfully completed the project, assisting the County in mitigating risks to the county's enterprise.
- **Organization Type: County Government Project: Planning for Continuity of Government (COG)**
Marsh assisted a large county in the development of a continuity of government plan. We gathered critical infrastructure component and resource requirements and prepared an organizational matrix, which addressed communication protocol and addressed key security controls impacting personnel, facilities and data.
- **Organization Type: Municipal Government Project: Current State Review and Mitigation Planning**
Marsh reviewed a large municipality's business continuity program. By reviewing their current state of preparedness and comparing it with the desired state, Marsh was able to provide the client with a report of recommendations to minimize the impacts of a disruption in municipal services.
- **Organization Type: Pharmaceutical Company Project: Risk Assessment & Business Continuity Planning**
Marsh was hired to assist a global pharmaceutical company with the development of a global business continuity program. Within this capacity we have performed a current state assessment, business impact analysis and risk assessment (including the identification of mitigation strategies) for multiple locations throughout the world. We are currently documenting business continuity plans for these locations.

City of Portland

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Resource Availability

Marsh's Business Continuity Risk Management Practice consists of 18 consultants dedicated solely to serving the business continuity and COOP planning needs of both private and public sector clients. As stated earlier, we have selected a team of professionals for POEM's project based on their expertise, knowledge of the public sector and experience serving clients similar to you. All of these consultants are Marsh employees and will remain available to work on POEM's project throughout its duration. In the unlikely event that we would need to make a change to the project team, we would notify POEM's project leadership and vet potential team members with them.

Quality Assurance & Cost Control

Marsh ensures excellence in work product by fully employing our project management and peer review programs. Key elements of our project management process include:

- Confirming needs, expectations and project scope
- Identifying project drivers to set project priorities and evaluate any changes in scope
- Developing, communicating and confirming a detailed plan, including key milestones, tracking, and communication procedures
- Monitoring and communicating progress and confirming and managing change as needed
- Concluding with an overall evaluation which identifies any additional areas that may be in need of further development or follow-up

Given the complexities and interdependencies of the services requested in this particular RFP, it will be important in this project to place an emphasis in the following areas:

- Development of a well articulated scope of the project
- Clarity around objectives and success measures
- Obtaining the buy-in of various stakeholders to facilitate the approval process
- Creation of a detailed work plan for effective project execution

One of the most important and effective means for maintaining the quality of our work is peer review. At Marsh, peer review is a way of life. No advice, deliverable, or product reaches a Marsh client without critical evaluation by other qualified senior Marsh professionals. In addition, Marsh will submit draft deliverables to POEM's project leadership for their review and feedback prior to submitting any final deliverables.

4. Project Approach & Understanding

The Marsh team will work closely with POEM and PUA leadership to execute all aspects of this proposal in a manner that will enable an effective and efficient transfer of knowledge of our expertise and methodology. This will allow you to leverage Marsh's capabilities and resources to accelerate your planning efforts, while retaining an institutional understanding of what was accomplished and how. This will ultimately provide a lasting, sustainable and reusable institutional understanding of best practices within business continuity planning within POEM and the PUA members.

Phase I – Conduct Business Impact Analysis

During this initial phase of the project Marsh will establish the goals and objectives for recovery of the following critical technology systems used by PUA members: computer aided dispatch systems, fire records management systems, and police records management systems. Marsh will also perform a risk and vulnerability assessment of these technology systems to identify threats and vulnerabilities to the systems. We will accomplish the activities of this phase in the steps described below. Please note some steps may be carried out simultaneously when appropriate.

Step 1- Project Planning Meeting: Upon notification of selection, Marsh will meet with POEM's assigned project leadership to address basic project management issues, such as reviewing project and change management procedures and confirming the project scope, timeline, and deliverables. We will also identify the documents required to complete Step 2's document reviews and confirm our understanding of the current position of the IT DR programs for each government entity included within the project scope.

BIA STEP 1 HIGHLIGHTS: PROJECT PLANNING MEETING	
Marsh Team Members Performing Tasks:	Client Executive, Project Executive, Project Manager, Project Consultants
POEM / PUA Points of Input:	Meeting with POEM Project Managers
Estimated Timeframe for Completion:	1 week (includes prep time for Marsh)
Deliverables / Work Products:	Planning Meeting notes, identification of key contacts for each government entity and department and facility within the project scope, and identification and request of documents to be reviewed.

Step 2 - Document Reviews: Marsh understands PUA members may have already performed a significant amount of work towards the completion of business continuity plans (BCP's) for their respective departments. Marsh will review the BCP documents for the entities and departments within the project scope, along with any existing IT Disaster Recovery (IT DR) plans, to gain an understanding of each entity's and department's recovery requirements in preparation for the Project Kickoff Meeting.

BIA STEP 2 HIGHLIGHTS: DOCUMENT REVIEWS	
Marsh Team Members Performing Tasks:	Project Consultants
POEM / PUA Points of Input:	Provide documentation
Estimated Timeframe for Completion:	Up to 3 weeks depending on amount of documentation provided
Deliverables / Work Products:	N/A – this is a prep activity for future steps

Step 3 - Project Kick-off Meeting with POEM / PUA Leadership: Marsh will conduct a Project Kick-off Meeting with POEM's project leadership and designated PUA representatives to introduce the project and provide an overview of the project goals and objectives, activities, timeline and deliverables. This step is important for ensuring leadership's support for activities which require staff and time commitments from each PUA participant.

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BIA STEP 3 HIGHLIGHTS: PROJECT KICK-OFF MEETING WITH POEM / PUA LEADERSHIP	
Team Members Performing Tasks:	Client Executive, Project Executive, Project Manager, Project Consultants
POEM / PUA Points of Input:	POEM Project Leadership / PUA representatives' participation in meeting
Estimated Timeframe for Completion:	2 weeks (includes prep time for Marsh)
Deliverables / Work Products:	Summary of findings in the form of meeting notes from the kick-off meeting; kick-off meeting presentation and facilitation

Step 4 - Business Impact Analysis & Risk Assessment: Marsh will conduct interviews (up to 84) with relevant staff and stakeholders at each participating entity to identify risks and their potential impact on critical technology systems so appropriate risk treatment and business recovery strategies can be developed. During this step Marsh will identify the critical functions relying on critical technology systems and work with function owners to identify Recovery Time Objectives (RTOs) and Recovery Point Objectives for each critical system. Marsh will also quantify and qualify the impact of loss of the critical technology system. We will evaluate financial, employee / human capital, reputation, and operational impacts in this process. Ultimately, this information will be used to support risk mitigation and financing decisions by providing estimated impacts that can be compared to the cost of acquiring, implementing and deploying a risk treatment.

Risk & Vulnerability Assessment

During these interview sessions, Marsh will also ask questions in support of an all-hazards risk and vulnerability assessment that will encompass the natural hazards exposures of the region and the technological, man made, and terrorism threats that expose the systems and buildings being assessed. In addition, we will conduct risk assessment surveys for each of the 20 sites specified in the RFP. These surveys will evaluate and report upon the construction, occupancy, protection systems, exposures, and operations, and ultimately will result in a hazards profile for each location. Our Assessment will include, but will not necessarily be limited to:

Natural	Man-Made	Technological
Earthquake	Fire / Explosion	Governance
Tornado	Terrorist Acts	Data Breach
Flood	Political Instability / Civil Disorder	Loss of Power
Severe Weather	Protests	Loss of Operations
Wild Fires	Hazmat / Environmental	Systems Failure
	Mass Casualty	
	Abduction / Assault	

Management Matrix

The results of these assessments will enable Marsh to structure the management matrix to address the magnitude of impact and probability across the range of vulnerabilities. Marsh will quantify hazard and vulnerability levels to the extent possible and then translate them into a high, medium, and low relativity scale to allow meaningful comparisons to be made. This, in turn, will assist in the development of further mitigation strategies for PUA members.

There are a wide range of format options Marsh can employ to communicate our findings. We will present a number of formats at the kick-off meeting and will obtain consensus at that time. In addition to a written report, Marsh will also deliver a presentation to Project and PUA Leadership.

BIA STEP 4 HIGHLIGHTS: BUSINESS IMPACT ANALYSIS & RISK ASSESSMENT	
Team Members Performing Tasks:	Project Manager, Project Consultants. Subject Matter Experts as needed
POEM / PUA Points of Input:	Interviews with Senior Officials, Second Level Management and Key System Users Project Leadership review of draft Management Matrix
Estimated Timeframe for Completion:	6-8 weeks for interviews; 2-4 weeks for deliverable preparation
Deliverables / Work Products:	Summary of findings in the form of Management Matrix and Management Presentation

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Phase II – Develop Business Continuity Strategy (BCS)

During Phase II, Marsh use a series of interviews with key stakeholders to identify and develop Business Continuity Strategies to mitigate the risks and vulnerabilities identified in Phase I. As requested, Marsh will categorize strategies according to:

- General – strategies specific to a governmental entity's ability to mitigate a risk to one or more critical technology systems.
- System – strategies specific to mitigating a risk to one or more critical technology systems.
- Facility – strategies specific to mitigating risk to one or more facilities that house one or more critical technology systems.

For each category listed above, Marsh will provide:

- Capital costs associated with each strategy
- Operating costs, including human capital, associated with each strategy
- Overall level of effort or cost/benefit of each strategy.

We will present a draft BCS Report for review by POEM and PUA leadership and then incorporate feedback from leadership prior to presenting the final report.

PHASE II HIGHLIGHTS: DEVELOP BUSINESS CONTINUITY STRATEGY	
Team Members Performing Tasks:	Project Executive, Project Manager, Project Consultants
POEM / PUA Points of Input:	Interviews with Senior Officials, Second Level Management and Key System Users Review of and feedback on report
Estimated Timeframe for Completion:	12-16 weeks (includes interviews and deliverable preparation)
Deliverables / Work Products:	BCS Strategy Report

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5. Diversity in Employment & Contracting Requirements

- a. Indicate if your firm is currently certified in the State of Oregon as an MBE, WBE and/or ESB, or if your firm has applied for certification with the State of Oregon's Office of Minority, Women and Emerging Small Business (OMWESB).

Marsh USA Inc. is not currently certified in the State of Oregon or elsewhere as an MBE, WBE and/or ESB.

- b. Identify your current diversity of workforce and describe your firm's commitments to providing equal employment opportunities. Include in your response: Number of total employees and description of type of work performed; Number of minorities and women within your current workforce, broken out by ethnicity and positions held; Any underutilization of minorities or women within your workforce and your firm's efforts to remedy such underutilization; Any plans to provide innovative mentoring, technical training or professional development opportunities to minorities and women in your workforce in relation to this project, or plans to employ minorities and women to work on this project; Description of the process your firm uses to recruit minorities and women.

As of January 31, 2010, Marsh's Portland office employed 63 people. Of that number, 46 (73%) were female and 6 (9.5%) were members of minority groups. Our Business Continuity Risk Management Team is comprised of 16 people. Of that number, 7 (44%) are women and 3(19%) are members of minority groups.

Marsh has a written Affirmative Action Plan that identifies potential underutilization in our Professionals and Administrative Workers categories, identifying minority goals of 20.2% and 13.4% for these two groups respectively.

Our Affirmative Action Plan period is February 1, 2010 through January 31, 2011. We have provided an EEO Compliance Statement that clearly defines Marsh's global commitment to growing and maintaining a diverse workforce in the Supplemental Information Section of this Proposal. The current Marsh Portland office's EEO Certification with the City of Portland expires 9/30/2011.

All external recruitment sources are aware that Marsh is an Equal Opportunity Employer and each is requested to refer qualified minority and female candidates for all job openings. Marsh is involved in various programs designed to encourage employment of minorities and women not currently in the workforce:

1. All employees are encouraged, by means of an employee referral bonus program to refer qualified candidates for vacant positions.
2. Marsh lists all job openings with the appropriate state employment office/unemployment services division, online at Marsh's website, and other recruiting job boards, including diversity mediums.
3. Marsh utilizes part-time and temporary jobs where practical.
4. We continue to give favorable consideration, where operationally feasible, to requests for flexible work schedules, and have several people who work part of their week from home.

Supervisors, team leaders, managers and practice leaders are responsible for coaching, counseling and developing the skills of the colleagues they oversee. Available tools include a tuition and educational assistance program and numerous courses offered through our professional development program. Minority and female colleagues are encouraged to take advantage of these programs to ensure they are prepared to have full opportunity for advancement.

All of the women and minorities on the Business Continuity Risk Management Team with the exception of two (an executive assistant and a recent college graduate) are officers of the firm, ranging from Assistant Vice President to Senior Vice President.

Over the past several months, Marsh has focused on building our new Diversity & Inclusion web site, as well as developing our plans for a Marsh Diversity Council. The Council members are leaders representing various geographies, practices and functions, as well as employee resource groups. They are influential leaders who are capable of driving results and encouraging appropriate behaviors.

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We have a great opportunity to develop a culture in Marsh which welcomes and celebrates diversity, and the Council Leaders will bring energy and enthusiasm to their roles.

The responsibilities of the Council include:

- 2) Championing the MMC and Marsh Diversity efforts;
- 3) Developing a comprehensive plan to make diversity a core value of Marsh & McLennan Companies and recognizing business successes based on shared diversity interests;
- 4) Fostering a culture of personal and professional development;
- 5) Serving as a forum to discuss and act upon broad issues around diversity;
- 6) Assessing recommendations for diversity initiatives and promoting those that are accepted;
- 7) Tracking progress and reporting on accomplishments on a regular basis.

Plans to Employ Minorities & Women to Work on This Project

Marsh's proposed project team for the POEM Project consists of six team members. Three are female, and one is a minority.

- c. **Have you subcontracted or partnered with State of Oregon certified M/W/ESB firms on any project within the last 12 months? If so, please describe the history of the firm's subcontracting and partnering with certified M/W/ESB firms.**

Marsh has a long and proud history of sharing its financial and human resources in support of a wide variety of emerging and minority business pursuits and has partnered with M/W/ESB firms on projects within the last 12+ months. We have an excellent track record of working with M/W/ESB contractors, and appreciate the opportunity to do so when working with the City.

For the past four years, we have partnered with and subcontracted work to FeatherLite Enterprises, LLC (FLE) for the City of Portland. Currently the company is involved in the Eastside Sewer Overflow project and other initiatives. FLE is a minority-owned company that has been certified by the State of Oregon, the National Minority Supplier Development Council (NMSDC), the U.S. Small Business Administration Federal DBE (Disadvantage Business Enterprise) and more. FLE's headquarters are located at 2522 NE MLK Jr. Blvd., Portland, Oregon 972

FLE's CEO Bruce Feathers is involved in boards and councils such as the Urban League, City of Portland's Small Business Advisory Board, and the Mayor's Fair Contracting Council. Our connection with FLE as a certified, minority small business creates a unique relationship that speaks to mentorship, small business development, community reinvestment and world class deliverables for our customers.

Another example of our partnering with M/W/ESB firms is our work on the Westside Light Rail Project for TriMet. We shared over 30% of compensation with D.H. Lloyd and Associates, a minority owned firm. Marsh trained and worked with D.H. Lloyd employees for the entire year contract, sharing over \$600,000 in revenue with them.

- d. **Are you subcontracting any element of your proposal? Describe your firm's plan for obtaining maximum utilization of certified M/W/ESB firms on this project.**

Marsh is not subcontracting any element of this proposal.

- e. **If your firm will be utilizing certified M/W/ESB firms on this project, please list those firms and detail their role within your proposal. In addition, all Proposers must submit Exhibit A - First Tier Subconsultant Disclosure Form 1 in their proposal,**

Marsh is not subcontracting any element of this proposal. We have stated "NONE" on the First Tier Subconsultant Disclosure Form 1 contained in the Supplemental Information section of this proposal.

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6. Proposed Cost

Marsh fees are based upon the estimated number of hours to complete each step outlined in the Project Approach & Understanding section of this proposal. **Please note that Marsh bills for expenses incurred in addition to our hourly rates for each task.** We estimate travel and related expenses will equal 15% of the project cost; though we will only bill for actual expenses incurred.

Marsh recognizes that public entities, even with grant funding, are operating on reduced budgets. Therefore, we have provided two pricing options for your consideration:

- Option 1 – This option anticipates conducting separate interviews for senior leadership and other participants for each individual governmental department within each governmental entity. This would equate to approximately 84 interviews.
- Option 2 – This option would use a workshop format in lieu of individual interviews. Marsh would hold a workshop of approximately 2 hours each with each governmental entity. All of the departments for a given entity would participate in the same workshop resulting in seven sessions. Please note this format would require some additional prep time, which is reflected in the hours shown. Additional interviews will still be held for each site.

Option 1: Individual Interviews (Utilizes a rate of \$200 per hour for all consultants assigned to project)

Activity	Staff Involved	Anticipated Hours	Total
Project Planning Meeting	Christine Smith	16	3,200
	Scot Ferrell	3	600
	Fred Klapetzky or Betty Byrnes	1	200
	Keith Gregorio	1	200
Document Reviews	Christine Smith	20	4,000
	Keith Gregorio	5	1,000
Project Kick Off Meeting	Christine Smith	10	2,000
	Scot Ferrell	2	400
	Fred Klapetzky or Betty Byrnes	1	200
	Keith Gregorio	1	200
Business Impact Analysis / Risk Assessment Interviews (approx 1 hour for 38 Senior Leader interviews and 1.5 hours for others)	Christine Smith	120	24,000
	Keith Gregorio	100	20,000
	Fred Klapetzky or Betty Byrnes	10	2,000
Management Matrix Report & Presentation	Christine Smith	40	8,000
	Keith Gregorio	20	4,000
	Scot Ferrell	2	400
	Fred Klapetzky or Betty Byrnes	5	1,000
BCS Interviews	Christine Smith	75	15,000
	Keith Gregorio	25	5,000
BCS Research & Development	Christine Smith	25	5,000
	Keith Gregorio	8	1,600
	Fred Klapetzky or Betty Byrnes	4	800

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Activity	Staff Involved	Anticipated Hours	Total
BCS Report & Presentation	Christine Smith	40	8,000
	Keith Gregorio	5	1,000
	Scot Ferrell	2	400
	Fred Klapetzky or Betty Byrnes	5	1,000
Grand Total		546	\$109,200

Option 2: Workshops (Utilizes a rate of \$200 per hour for all consultants assigned to project)

Activity	Staff Involved	Anticipated Hours	Total
Project Planning Meeting	Christine Smith	16	3,200
	Scot Ferrell	3	600
	Fred Klapetzky or Betty Byrnes	1	200
	Keith Gregorio	1	200
Document Reviews	Christine Smith	20	4,000
	Keith Gregorio	5	1,000
Project Kick Off Meeting	Christine Smith	10	2,000
	Scot Ferrell	2	400
	Fred Klapetzky or Betty Byrnes	1	200
	Keith Gregorio	1	200
Business Impact Analysis / Risk Assessment Workshop	Christine Smith	40	8,000
	Keith Gregorio	25	5,000
	Fred Klapetzky or Betty Byrnes	10	2,000
Management Matrix Report & Presentation	Christine Smith	40	8,000
	Keith Gregorio	20	4,000
	Scot Ferrell	2	400
	Fred Klapetzky or Betty Byrnes	5	1,000
BCS Interviews	Christine Smith	75	15,000
	Keith Gregorio	25	5,000
BCS Research & Development	Christine Smith	25	5,000
	Keith Gregorio	8	1,600
	Fred Klapetzky or Betty Byrnes	4	800
BCS Report & Presentation	Christine Smith	40	8,000
	Keith Gregorio	5	1,000
	Scot Ferrell	2	400
	Fred Klapetzky or Betty Byrnes	5	1,000
Grand Total		433	78,200

109,200
78,200
187,400

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Please note we have utilized a flat rate of \$200 per hour for all of our proposed consultants, regardless of their position within our firm. **This rate is a reduced rate for the consultants we selected for your project. Utilizing our standard rates, this project's cost would be estimated at \$138,955 for Option 1 and \$99,930 for Option 2. This represents a savings of \$29,755 for Option 1 and \$21,730 for Option 2 to POEM and the PUA members.**

Marsh estimates of work hours, level of practitioner and volume of activities reflect our assumptions about the complexity of this assignment. While we have reduced our rates to remain competitive on your project, we would be happy to revisit both scope and cost in the event we have assumed a greater level of intensity than POEM intended. These fees outlined above are based on the following assumptions and constraints:

Assumptions

- Participating departments for each governmental entity is limited to Police, Fire & Rescue, 911/Communications Centers, and IT.
- The facilities listed for each governmental entity are separate and individual sites – equating to 20 sites.
- Participating stakeholders have a basic understanding of business processes, including goals for resuming business and interdependencies.
- POEM / PUA personnel are available for key meetings, conference calls, or workshops as needed.

Constraints

- POEM will forward all pertinent documentation in a timely manner.
- POEM personnel will be prepared to participate in scheduled project activities.

City of Portland

Marsh

7. Supporting Information

References

Greater Orlando Aviation Authority

Judith A. Aakeberg, Senior Director of Administration
One Airport Blvd., Orlando, FL 32827-4399
407 825 3844

Role of client contact in the project: Buyer

Project Name: Business Continuity Planning including Risk Assessment

Project Date: 2008 to present

City of Tempe

Jim Cobin, Data Center/Network Operations Supervisor
Tempe, Arizona
408 350 8209

Role of client contact in the project: Buyer

Project Name: Multiple projects: Continuity of Operations plans for the City of Tempe (includes BIA)

Project Date: Ongoing since 2005

Oregon Health Sciences University

Jilma Meneses, JD, Director of Risk Management
3181 SW Sam Jackson Park Road, Mail Code L328, Portland, Oregon 97239
503 494 8819

Role of client contact in the project: Buyer

Project Name: Emergency Preparedness and Business Continuity Review

Project Date: January 2007

Cephalon Inc.

Christina Reisinger, Director, Risk Management
41 Moores Road, PO Box 4011, Frazer, PA 10355
601 727 6155

Role of client contact in the project: Buyer

Project Name: Business Continuity Planning including Risk Assessment

Project Date: November 2007 to present

Contract Language

Prior to the commencement of any work in connection with this RFP, Marsh will work with the City of Portland to arrive at mutually acceptable service agreements. Marsh's performance of services for the City of Portland is subject to the negotiation and execution of such an agreement, the terms and scope of services of which may vary from the terms contained in this RFP, including the sample contracts.

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Equal Benefits Compliance Worksheet / Declaration Form



City of Portland - Equal Benefits Compliance Worksheet/Declaration

You are encouraged to submit the completed Equal Benefits Worksheet/Declaration with your bid or proposal response. If not submitted, you will be required to provide the form prior to contract award. The City cannot award a contract until this information is submitted.

Offeror Information:

Company Name: Marsh USA Inc. Contact Person: Christina York, Human Resources
 Phone Number: 503-248-6405 Fax: 503-248-6549 E-mail: christina.york@marsh.com
 Approximate Number of Employees in the U.S.: 7,200 Fed. Tax ID Number 362668272

111 SW Columbia, Suite 500, Portland OR 97201-5897

Address

I declare under penalty of perjury under the laws of the State of Oregon that the information is true and correct, and that I am authorized to bind this entity contractually.

Christina York 4/5/10 Christina York
 Signature Date Name (please print)

1. a. Do you have any employees? ☒ YES ☐ NO
 If "YES," continue to Question 1b and 2. If "NO," select Option A - Full Compliance - No Employees.
- b. Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ YES ☒ NO
2. Do you provide the same employee benefits to domestic partners as you do to spouses of employees? ☒ YES ☐ NO

If the answer to Question 2 is "YES," select Option B - Full Compliance.

If you DO NOT provide benefits to spouses or the domestic partners of your employees, select Option C - No Benefits.

* "Employee benefits" means any plan, program or policy provided by an employer to its employees as part of the employer's total compensation package. This includes but is not limited to the following types of benefits: bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements may be preempted by federal or state law.

- ☐ **Option A - Full Compliance - No Employees**
 Has no employees.
- ☒ **Option B - Full Compliance**
 Makes benefits available on an equal basis to its employees with spouses & its employees with domestic partners.
- ☐ **Option C - Full Compliance - No benefits to spouses OR domestic partners**
 Does not make benefits available to the spouses or the domestic partners of its employees.
- ☐ **Option D - Delayed Compliance**
 Offeror must request and receive authorization from the Bureau of Purchases to delay implementation of equal benefits prior to selecting this option. Authorization must be granted before the contract can be awarded. Attach the "Delayed Compliance Authorization" which allows you to select Option D. The Delayed Compliance Authorization form can be obtained from the following web site: <http://www.portlandonline.com/omf/index.cfm?c=43774>
- ☐ **Statement of NON-Compliance**
 The above named Offeror does NOT comply and does NOT intend to comply with Portland City Code Chapter 3.100.050 through 3.100.056 and related rules.

Rev. March 2008

City of Portland

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8. First Tier Disclosure Form

CITY OF PORTLAND PTE FIRST TIER SUBCONSULTANT DISCLOSURE FORM (FORM 1)

This Request for Proposal requires submission by the Proposer of the First Tier Subconsultant Disclosure Form. When the contract amount of a first tier subconsultant furnishing services, labor or labor and materials would be greater than or equal to \$10,000, the Proposer must disclose the following information about that subconsultant.

Proposer Name: MARSHProposer's Total Cost: Option 1: \$109,200
Option 2: \$78,200RFP Number: POEM007Project Name: Business Impact Analysis & Continuity Strategy

SUBCONSULTANT INFORMATION (Please Print)	M/W/ESB	SCOPE/TYPE OF WORK	SUBCONTRACT AMOUNT
Firm Legal Name: Phone #: Fax#: FED ID OR EIN (No SS#):			\$
Firm Legal Name: Phone #: Fax#: FED ID OR EIN (No SS#):			\$
Firm Legal Name: Phone #: Fax#: FED ID OR EIN (No SS#):			\$
Firm Legal Name: Phone #: Fax#: FED ID OR EIN (No SS#):			\$
Firm Legal Name: Phone #: Fax#: FED ID OR EIN (No SS#):			\$
Firm Legal Name: Phone #: Fax#: FED ID OR EIN (No SS#):			\$

NONE

NOTE:

- 1) If the Proposer will not be using any subconsultants that are subject to the above disclosure requirements, the Proposer is required to indicate "NONE" on this form.
- 2) All subconsultants with contracts \$10,000 or over must be listed on this form. Leave M/W/ESB column blank if firm is not confirmed certified through the State of Oregon Office of Minority, Women and Emerging Small Business: <http://www4.cbs.state.or.us/ex/dir/omwesb/>.
- 3) Do not enter social security numbers on this form. The City will do a follow-up to collect this info.

MARSH**MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN**Marsh USA Inc.
111 SW Columbia
Suite 500
Portland, OR 97201
503 248 6400