IMPORTANT NOTICE!!

If you download these materials and wish to be added to the proposer contact list send an email to:

Jayne McMahan jmcmahan@springfield-or.gov

Information to be provided:

- "RFP# 2418 Mobile Digital Computer Installation" in the subject line
- Company name
- Primary contact name
- Primary contact title
- Primary contact direct phone #
- Primary contact email

It will be the responsibility of each participating supplier to refer daily to the City of Springfield – Purchasing/Contracts website http://www.springfield-or.gov/city/finance/itbrfp/ to check for any available addendum to current opportunities, cancellations or intents to award posted.

CITY OF SPRINGFIELD
OREGON
Springfield Fire & Life Safety Department

Request for Proposals #2418
Mobile Digital Computer Installation

Sealed proposals will be received by the Finance Department, City of Springfield, 225 5th St. Springfield OR, 97477, Attn: Jayne McMahan until 2:00 p.m. local time, the 8th of November, 2019 and opened at 2:00 p.m. local time the same day, for proposals regarding Mobile Digital Computer Installation. Sealed proposals must be marked **"RFP# 2418 : Mobile Digital Computer Installation"** along with the name, address and phone # of the proposing entity.

The city is soliciting proposals from qualified firms for the installation of mobile digital computers (MDC's) in a variety of fire department apparatus.

Proposal packets are available on the city's website at www.springfield-or.gov (www.springfield-or.gov >city>finance>purchasing and contracts select the select the document titled RFP# 2418 Mobile Digital Computer Installation under "Invitations to Bid and Requests for Proposals") or by contacting Jayne McMahan at (541)726-3708 or by email: jmcmahan@springfield-or.gov .

The City of Springfield reserves the right to accept or reject any or all proposals or to waive any specifications or requirements, or to negotiate with any vendor submitting a proposal regarding any aspect of this Request for Proposals when doing so is deemed to be in the best interest of the city.

The City of Springfield encourages proposers who are minority, woman-owned and emerging small businesses to participate in city projects.

If any respondent requires special assistance or auxiliary aids during the proposal, evaluation or award process, please contact Jayne McMahan at (541)726-3708 at least three (3) business days prior to the required assistance. TTY users dial Oregon Relay Services at 711.

Nathan Bell
Finance Director
City of Springfield, OR

Publication Schedule:
The Register Guard: October 8, 2019
Daily Journal of Commerce October 9, 2019

Request for Proposal
#2418

Mobile Digital Computer Installation

City of Springfield
Eugene Springfield Fire
Springfield, Oregon 97477

October 8, 2019

I. Project Overview

The City of Springfield's purpose for issuing this Request for Proposals (RFP) is to establish a contract with a qualified firm to install mobile digital computers (MDC's) in a variety of fire department apparatus. For project specifics see Attachment 1 - Scope of Work.

The city has purchased seven (7) GTEC F110 G4 Premium 11.6" devices for medic apparatus and twelve (12) GTEC A140 LTE for fire suppression apparatus. Each apparatus has specific discrete installation requirements as noted in the Attachment 1. See Attachment 2 – Device Specifications.

II. Proposal Submission Requirements

Your response to the Request for Proposal must contain all of the information requested in the Request for Proposal along with acknowledgement of all addenda. A completeness check will be conducted for each submission. Incomplete submissions will not be accepted. Submissions must include the items organized and numbered to correspond to each requirement below:

Content requirements

1. **General** – Proposals will be clear and concise. The City encourages green options and discourages the use of materials that cannot be recycled such as PVC and spiral binders, plastic or glossy covers and dividers. Further, the City encourages Proposers to print on both sides of a sheet of paper whenever possible.

2. **Cover Letter** – All Proposals must be accompanied by a cover letter signed by an individual who is legally authorized to enter into a contract on behalf of the proposing individual/firm.

    a. The letter must introduce the Proposal, provide an overview of your representation according to the Attachment 1 Statement of Work.
    b. Affirm that the Proposer accepts all terms and conditions of the Request for Proposals**,** including the Attachment 2 Sample Contract terms and conditions.
    c. The letter must designate the Proposer's contact person during the Proposal review process.
    d. Identify whether you qualify as resident bidder as described in ORS279A.120 (1) (b) and if you are licensed to do business in the State of Oregon.
    e. Include a statement of the firm's ability to begin work within one (1) week after contract execution and a statement that the submission is a firm offer for a 90-day period.
    f. Pending Litigation: Identify any past, pending or threatened litigation or administrative or state ethics board or similar body proceedings to which you or any of your partners are a party and which would either materially impair your ability to perform the services enumerated herein, or, if decided in an adverse manner, materially adversely affect the financial condition of your firm. Any firm selected pursuant to this RFP will be required to advise the city of any developments during the term of this appointment with respect to existing and/or

any new civil or criminal legal investigations, pertinent litigation and/or regulatory action involving the firm or its employees which could impact the firm's role or ability to perform the consulting services.

3. **Qualifications-** Include a detailed statement of the qualifications of the firm. This should include organizational history, clients presently served, and extent of mobile digital computer installation work including length of time installers have been performing this type of work.

   By submitting a proposal, the proposer agrees and acknowledges that it will provide for the duration of the project, the full complement of staff required to perform the work of the project, including the specific individuals identified in its proposal.

4. **Approach -** The proposal shall set forth a work plan to perform the services required in this request for proposal.

   Proposers will be required to provide the following information on their mobile digital computer installation approach:

   a. Statement of where the work is to be performed. If performed at installers' location, Eugene Springfield Fire will move the apparatus to the location. The apparatus shall not be kept outdoors or at temperatures at or below freezing during the time the apparatus is onsite with the consultant.
   b. Schedule for removal and installation for each apparatus. Apparatus shall not be out of service for more than one day.

5. **Fee Proposal -** The fee proposal must include the removal and installation costs of equipment for 15 apparatus as identified in Attachment 1, Scope of Work. The fee proposal must break out costs by apparatus and by removal and installation. All equipment removed shall be returned to Eugene Springfield Fire.

6. **Additional Services -** If it should become necessary for the City of Springfield to request the installer to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City of Springfield and the firm. Any such additional work agreed to between the City of Springfield and the firm shall be performed at the same rates set forth in the Fee Proposal. Submit an hourly fee estimate for additional services that includes fees for installers and any other personnel.

7. **References -** Provide a minimum of three (3) references for installation services for organizations for which you have provided similar services. The references shall include, at a minimum, the name of the organization, the address, the contact person, title, email address and a telephone number. References cannot include current City Staff.

8. **Attachment #3** – Sample Contract – in your cover letter acceptance of terms and conditions.

9. **Signed Attachment #4** – Authorization to Legally Bind Bidder

10. **Signed Attachment #5 –** Minority Women Emerging Small Business Form (MWESB)

11. **Attachment #2 –** GTAC Specifications for reference only.

III. Evaluation and Selection Criteria

A committee comprised of representatives from the City will review the Proposals for conformance with the requirements of the Request for Proposals. Conforming Proposals will be evaluated according to the criteria listed below.

1. **Evaluation Criteria**

   The following represent the criteria which will be considered during the evaluation process.

   a. Proposal Evaluation Criteria

Criteria	**Possible Points**
Understanding of work to be performed and ability to manage work	20
Experience	25
References	10
Cost	40
Completeness of RFP	5
Total	**100**

   b. Tie Breaker

   In the event of a tie during the evaluation process, the tie will be broken by taking the highest scoring proposer based on Cost. If these scores are also tied, then by taking the highest scoring proposer based on their Qualifications.

IV. Schedule for Selection Process

RFP Package Available	**Oct. 8, 2019**
Request for Clarification Due (if applicable)	**Oct. 31, 2019, noon local time**
Response to Clarification Due (if applicable)	**Nov. 1, 2019**
Proposals Due by:	**Nov. 8, 2019, 2pm local time**
Review & Interview (if applicable)	**N/A**
Intent to Award Notice (approximate)	**Nov. 15, 2019**
Contract Award (approximate)	**Dec. 2, 2019**

Prospective Proposers may contact Jayne McMahan by email at jmcmahan@springfield-or.gov for further information regarding this process or to request clarification. **Contact with other City officials may be grounds for disqualification**. Please note that the City of Springfield has implemented this policy to ensure fairness and transparency in the selection process. Upon receipt of an inquiry from a prospective proposer, the message is promptly relayed to the project's lead staff person, who then prepares a written reply. Ms. McMahan, in turn, posts the questions and responses in an Addendum. Follow-up questions and/or clarifications may continue to be submitted in this fashion until noon local time Oct. 31, 2019.

V. Instructions to Proposers

The Request for Proposals may be found on the City of Springfield website at www.springfield-or.gov (www.springfield-or.gov >city>finance>purchasing and contracts select the Select the document titled RFP# 2418 Mobile Digital Computer Installation under "Invitations to Bid and Requests for Proposals".)

Each Proposal must include one (1) original signed submission, four (4) printed copies clearly marked with the proposers name and **"RFP# 2418 Mobile Digital Computer Installation"** and (1) electronic copy (PDF format) on a CD. Each original Proposal and required copies must be contained in a sealed envelope or box and must be received no later than 2pm, local time, Nov. 8, 2019 at the following address:

City of Springfield
Finance Department
Attention: Jayne McMahan, Procurement and Contracts Manager
225 Fifth Street,
Springfield, Oregon 97477

VI. Late Proposals Not Considered

Proposals must be received by the time specified at the address listed above. Any Proposal received after the deadline will not be considered. Faxed or emailed submissions will not be accepted.

VII. Addenda to RFP

In the event that it is necessary to amend, revise, or supplement any part of the Request for Proposal, addenda will be posted on Springfield's website at www.springfield-or.gov. (www.springfield-or.gov >city>finance>purchasing and contracts (select the Select the document titled RFP# 2418 Mobile Digital Computer Installation under "Invitations to Bid and Requests for Proposals"). The City will make a reasonable effort to provide the addenda to all Proposers to whom the City provided the initial Proposal. This includes the amendment of dates in the Schedule for Selection Process. Any addenda so issued are to be considered part of the specifications of the Proposal. The City is not responsible for any explanation, clarification,

interpretation or approval made or given in any manner except by written addenda issued by City.

In case of any doubt or differences of opinion as to the services to be furnished hereunder, or the interpretation of the provisions of the Proposal, the decision of the City shall be final and binding upon all parties.

VIII. Contract

The successful Proposer will be expected to enter into a professional services contract with the City. The contract will specify the extent of services to be rendered, the means and methods of providing the services, and the amount of compensation. A sample contract is included as Attachment 3.

IX. Negotiation of Price Agreement

Springfield reserves the right to negotiate a final contract which is in the best interest of the City considering cost effectiveness and quality central control. Once a tentative selection has been made by the evaluation committee, City staff will attempt to negotiate a contract with the preferred Proposer. If the negotiations are not successful, City staff will negotiate with other qualified Proposers in the order of their respective qualifications until an agreement is reached or City staff decides to terminate the selection process.

X. City Selection Discretion

Springfield reserves the right to reject any or all bids and to waive irregularities and informalities in the selection process. Springfield further reserves the right to negotiate, amend, and refine bids in consultation with one or more of the prospective Proposers.

XI. Proposal Ownership

All material submitted by the Proposers shall be considered property of Springfield, and the City will not be required to return same to any Proposer. The material submitted by Proposer will be treated in the same manner as the City's own records.

After opening, all Proposals become part of the public record unless exempt under Oregon Public Records Law. Proposers wishing to exempt appropriate portions of their Proposals from disclosure as public records are encouraged to discuss their concerns with City's Finance Director (address listed below) prior to the submissions of their Proposals.

Nate Bell, Finance Director
City of Springfield Finance Department
225 Fifth Street
Springfield, OR 97477

XII. Exceptions to Request for Proposal

If, for any reason, a Proposer should find fault with the structure of this Request for Proposal or with the evaluation process, concerns may be submitted in writing to:

Jayne McMahan, Procurement and Contracts Manager
Springfield Finance Department
225 Fifth Street
Springfield, OR 97477
Phone: (541) 726-3708
jmcmahan@springfield-or.gov

The City will make every effort to answer questions and, if warranted, to amend the Request for Proposal. Responses to questions and amendments to the Proposal will be posted on the Springfield website www.springfield-or.gov >city>finance>purchasing and contracts(select the Select the document titled RFP# 2418 Mobile Digital Computer Installation under "Invitations to Bid and Requests for Proposals"). Proposers who are unable or unwilling to meet any of the requirements of this Request for Proposal must include, as part of their response, written exceptions to those requirements. Such request shall be delivered on or before noon local time Oct. 31, 2019.

XIII. Comments Procedure

A prospective Proposer may deliver to Jayne McMahan, a written request for change to any of the specification listed in this Request for Proposal. This request must be delivered no later than noon local time Oct. 31, 2019. A written request for change shall include:

- A detailed description of the legal and factual grounds for the request;
- A description of the resulting prejudice to the prospective Proposer; and
- A statement of the form of relief requested or any bid changes to the specifications.

The City will review the specification change request and notify the prospective Proposers of the decision in writing prior to the closing date. To the extent possible, the City will notify other prospective Proposers of any changes or modifications to the Request for Proposal.

XIV. Protest Procedure

Any Proposer who has submitted a Proposal to the City and who is adversely affected by the City's award of the Contract to another Proposer has seven (7) days after issuance of the Notice of Intent to Award the Contract, to submit a written protest of the award to the City. This right to protest shall conform to the written requirements of OAR 137-047-0740 and specify the grounds upon which the protest is based.

An adversely affected Proposer must exhaust all avenues of administrative relief and review before seeking judicial review of City's Contract award. Concerns must be submitted to:

Nate Bell
Finance Director
City of Springfield
225 Fifth Street
Springfield, OR 97477

XV. Cost of Proposal

The City is not liable for any costs incurred by vendors for the preparation and presentation of their Request for Proposals. This includes any costs in the submission of a Proposal or in making necessary studies or designs for the preparation thereof.

XVI. Americans with Disabilities Act Compliance

If any respondent requires special assistance or auxiliary aids during the proposal, evaluation or award process, please contact Jayne McMahan, 541.726.3708 at least two (2) business days prior to the required assistance. TTY users dial Oregon Relay Services at 711.

ATTACHMENT 1
Scope of Work

The city has purchased seven (7) GTEC F110 G4 Premium 11.6" devices for medic apparatus and twelve (12) GTEC A140 LTE for fire suppression apparatus. Each apparatus has specific discrete installation requirements as noted below. If work is to be performed at installers' location, Eugene Springfield Fire will move the apparatus to the location. The apparatus shall not be kept outdoors or at temperatures at or below freezing during the time the apparatus is onsite with the consultant. Apparatus shall not be out of service for more than one day. Proposal shall include a schedule for removal and installation for each apparatus.

Fire Apparatus Vehicle Mounts requirements:

Getac A140 in fire suppression apparatus and Getac F110 in medic apparatus shall meet the following requirements:

- The installation cannot obstruct the view of the engineer or the front seat passenger ;
- The installation cannot impede the entry/exit of the cab;
- The installation must secure the equipment in the apparatus.

Installation in the following apparatus:

Figure 1.

Home Station (see Fig. 2)	Designator (identifies apparatus type for requirements detail below)	Apparatus ID (unique apparatus identifier)	Description	Computer Type
3 - 28th Street	TO3	561	2012 Pierce Aerial 100' Platform	A140
3 - 28th Street	E3	535	2004 Pierce Contender Pumper	A140
4 - 5th Street	E4	5103	2017 Pierce Velocity	A140
4 - 5th Street	M4	5101	2017 Ford Braun of Ohio Medic Unit	F110
4 - 5th Street	M24	596	2013 Ford Braun North Star Medic Unit	F110
5 - Gateway	E5	536	2010 Pierce Velocity Pumper	A140
5 - Gateway	M5	5102	2017 Ford Braun of Ohio Medic Unit	F110
5 - Gateway	M75	597	2013 Ford Braun North Star Medic Unit	F110
5 - Gateway	WR5T	513	2017 Ford Pickup - WR Tow	A140
14 - 48th Street	E14	540	2010 Pierce Velocity Pumper	A140
14 - 48th Street	E34	537	1997 Pierce Saber AWD Pumper	A140
16 - Thurston	BR16	541	2011 Pierce Interface Brush Engine	A140

16 - Thurston	E16	544	2010 Pierce Velocity Pumper	A140
16 - Thurston	M16	5104	2017 Ford Braun of Ohio Medic Unit	F110
16 - Thurston	M36	593	2009 International Medic Unit	F110

Figure 2.

Home Station	Street Address	City	Zip Code
3 – 28th Street	1225 28th Street	Springfield	97477
4 – 5th Street	1475 5th Street	Springfield	97477
5 – Gateway	2705 Pheasant Street	Springfield	97477
14 – 48th Street	4765 Main Street	Springfield	97478
16 - Thurston	6853 Main Street	Springfield	97478

In addition to the requirements above, installation must meet the following vehicle specific discrete requirements.

TO3—ID#561 2012 Pierce Aerial 100’ Platform

- Equipment-Getac A140 with Havis Dock
- Reuse existing base to allow rotation
- Computer/Monitor shall be no higher than it is currently
- Keyboard must be removable and must also be able to fold up

E3—ID#535 2004 Pierce Contender Pumper

- Equipment-Getac A140 with Havis Dock
- Reuse existing base to allow rotation
- Computer/Monitor shall be no higher than it is currently
- Keyboard shall be removable and shall also be able to fold up.

E4—ID#5103 2017 Pierce Velocity Pumper

- Equipment-Getac A140 with Havis Dock
- Reuse existing base to allow rotation
- Computer/Monitor shall be no higher than it is currently
- Keyboard shall be removable and shall also be able to fold up

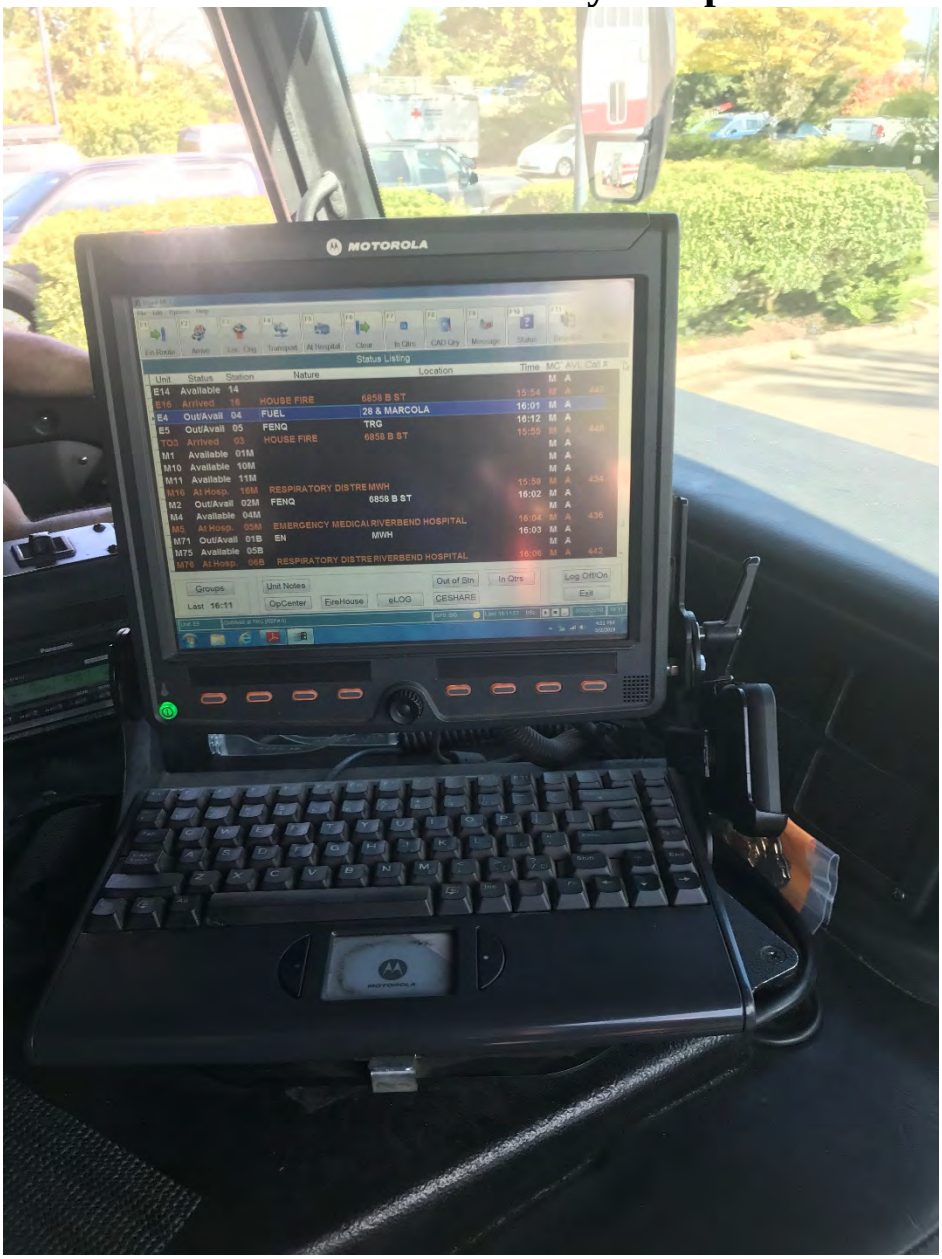
M4—ID#5101 2017 Ford Braun of Ohio Medic Unit

- Equipment-Getac F110 with Havis Dock
- Computer/Monitor fully mounted must fit below the control module.
- Removable keyboard (so that typist can put the keyboard on his or her lap)
- Computer/Monitor must be able to fold down, to provide access to the controls behind the computer.

M24—ID#596 2013 Ford Braun North Star Medic Unit

- Equipment-Getac F110 with Havis Dock
- Computer/Monitor fully mounted must fit below the control module.
- Removable keyboard (so that typist can put the keyboard on his or her lap)
- Computer/Monitor must be able to fold down, to provide access to the controls behind the computer.

E5—ID#536 2010 Pierce Velocity Pumper



- Equipment-Getac A140 with Havis Dock
- Reuse existing base to allow rotation
- Computer/Monitor shall be no higher than it is currently
- Keyboard shall be removable and shall also be able to fold up

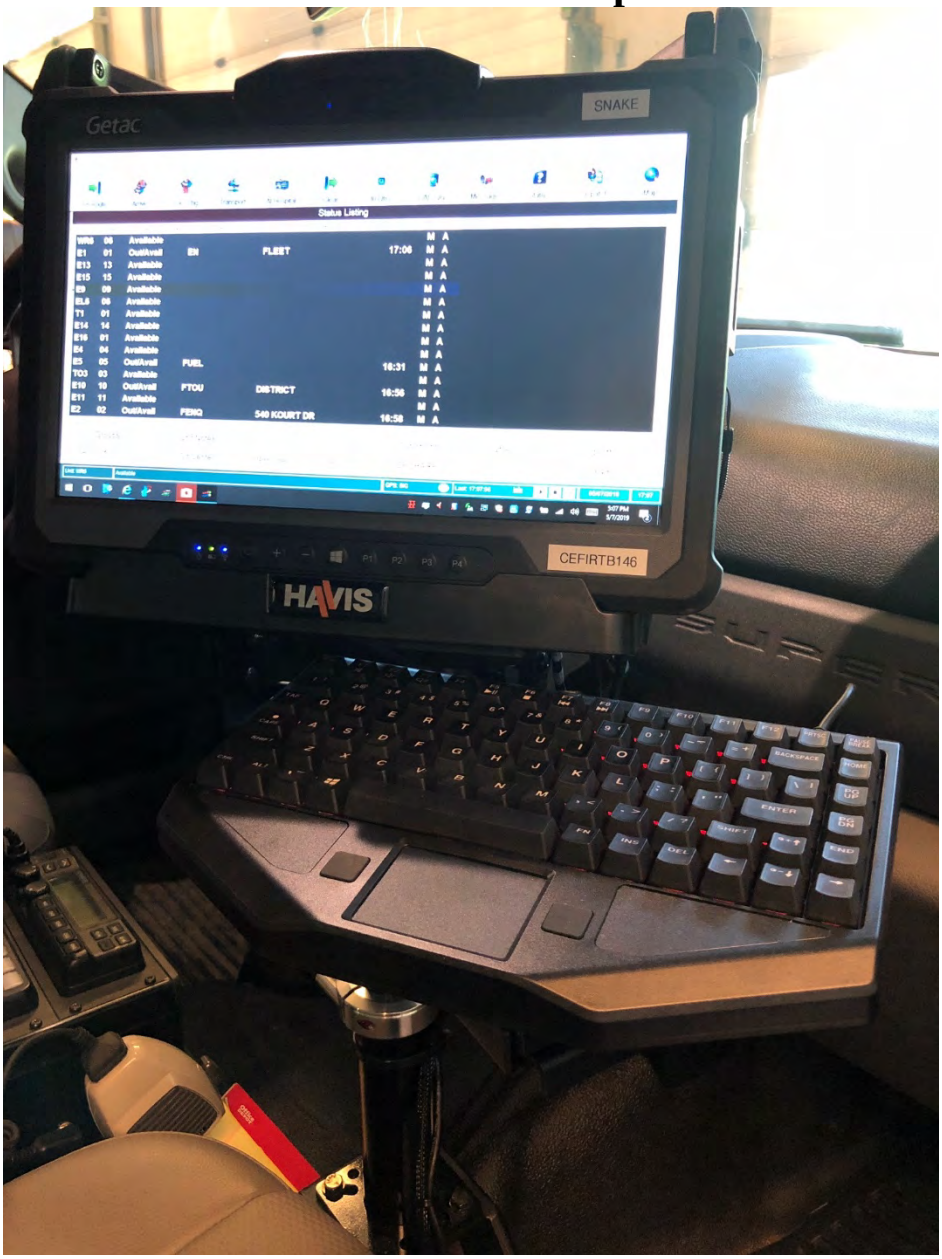
M5—ID#5102 2017 Ford Braun of Ohio Medic Unit

- Equipment-Getac F110 with Havis Dock
- Computer/Monitor fully mounted must fit below the control module.
- Removable keyboard (so that typist can put the keyboard on his or her lap)
- Computer/Monitor must be able to fold down, to provide access to the controls behind the computer.

M75—ID#597 2013 Ford Braun North Star Medic Unit

- Equipment-Getac F110 with Havis Dock
- Computer/Monitor fully mounted must fit below the control module.
- Removable keyboard (so that typist can put the keyboard on his or her lap)
- Computer/Monitor must be able to fold down, to provide access to the controls behind the computer.

WR5T—ID#513 2017 Ford Pickup – Water Rescue Tow



This image is of WR 6 tow, the WR 5 Tow rig shall be mounted the same way.

- Floor mount on a pedestal
- Entire mount pivots

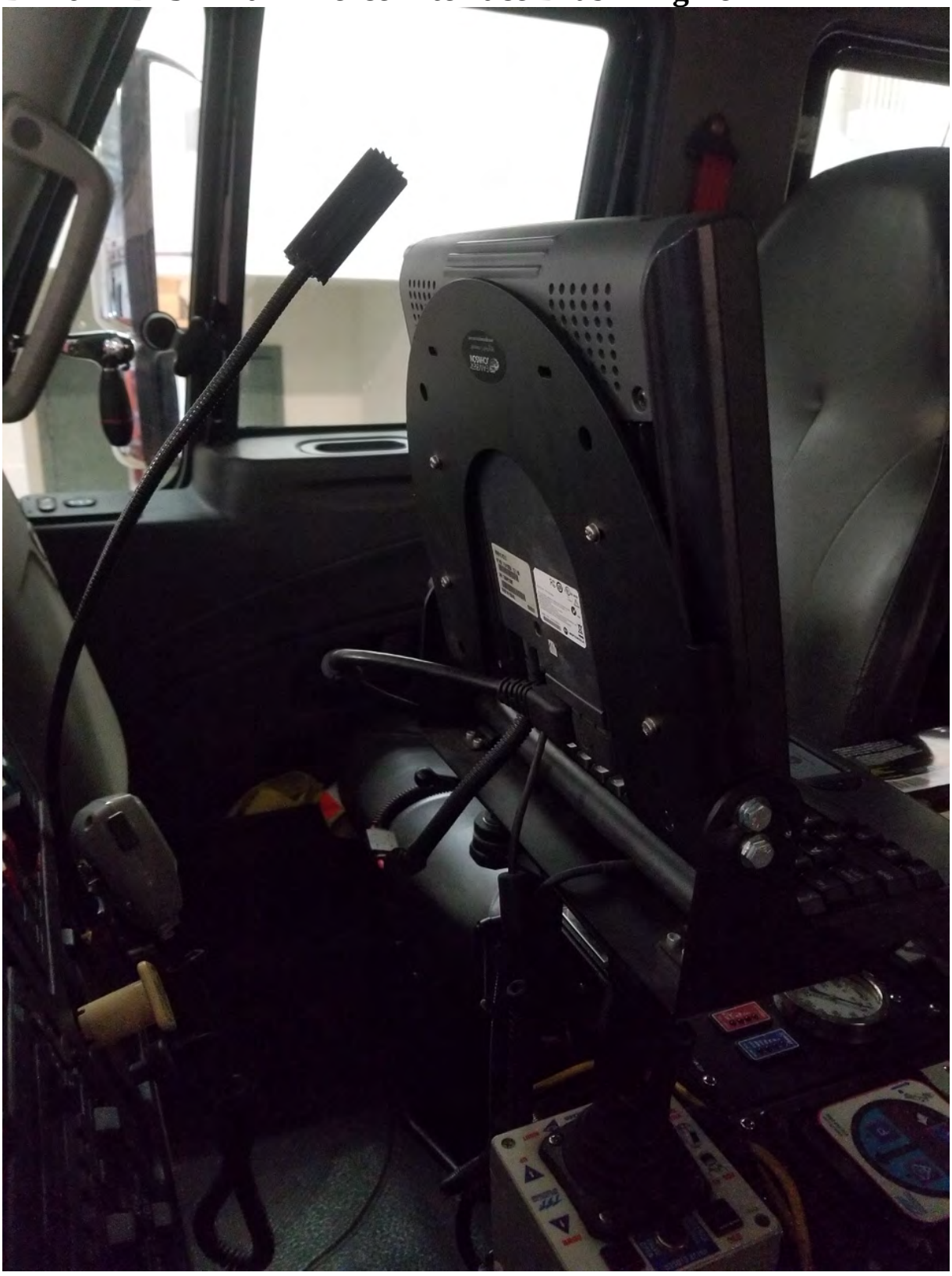
E14—ID#540 2010 Pierce Velocity Pumper

- Equipment-Getac A140 with Havis Dock
- Reuse existing base to allow rotation
- Computer/Monitor shall be no higher than it is currently
- Keyboard shall be removable and shall also be able to fold up

E34—ID#537 1997 Pierce Saber AWD Pumper

- Equipment-Getac A140 with Havis Dock
- Reuse existing base to allow rotation (or acquire base similar to E14)
- Keyboard shall be removable and shall also be able to fold up

BR16—ID#541 2011 Pierce Interface Brush Engine



BR16 front view:

- Equipment-Getac A140 with Havis Dock
- Reuse existing base to allow rotation
- Computer/Monitor shall be no higher than it is currently
- Keyboard shall be removable and shall also be able to fold up

E16—ID#544 2010 Pierce Velocity Pumper

- Equipment-Getac A140 with Havis Dock
- Reuse existing base to allow rotation
- Computer/Monitor shall be no higher than it is currently
- Keyboard shall be removable and shall also be able to fold up

M16 – ID#5104 2017 Ford Braun of Ohio

- Equipment-Getac F110 with Havis Dock
- Computer/Monitor fully mounted must fit below the control module.
- Removable keyboard (so that typist can put the keyboard on his or her lap)
- Computer/Monitor must be able to fold down, to provide access to the controls behind the computer.

M36—ID#593 2009 International Medic Unit

- Equipment-Getac F110 with Havis Dock
- Computer/Monitor fully mounted must fit below the control module.
- Removable keyboard (so that typist can put the keyboard on his or her lap)
- Computer/Monitor must be able to fold down, to provide access to the controls behind the computer.

A140

FULLY RUGGED 14" TABLET

Large 14" IPS LumiBond® 2.0 sunlight display
6th generation Intel® Core™ processor
Intel HD Graphics 520
Dual hot-swappable battery design
Optional integrated 4G LTE broadband wireless
802.11ac next generation WiFi
Optional 1D/2D imager barcode reader
MIL-STD 810G and IP65 certified
Industry-leading bumper-to-bumper warranty

6th Gen Intel Core Processor.

With the latest Intel Core i5 or Intel Core i7 processor, the A140 rugged tablet was designed for speed and efficiency. Clocking in at up to 2.6GHz and with Turbo Boost speeds up to 3.4GHz, the A140 has the power needed for the most demanding tasks.

Large 14" IPS Display.

The A140 features a large 14" IPS display that utilizes our revolutionary LumiBond 2.0 technology to achieve a display that is more readable, and offers better contrast and more crisp colors than any other rugged laptop display. The 14" widescreen display is ideally suited providing plenty of real estate to run Windows and your apps on.

Multi-Level Security

A140 provides TPM 2.0 for powerful anti-tampering protection. Combined with fingerprint scanner, smart card reader, RFID, optional Absolute™ DDS and support for the latest Windows 10 security features, the A140 delivers industry-leading protection for your data and device.

Dual Hot-Swappable Batteries.

The A140's unique, hot-swappable dual-battery design allows for potentially infinite, uninterrupted battery life. This enables you to remove one of the two rechargeable batteries and replace it with a fresh battery without ever shutting down apps or your Windows OS.

Designed to Capture.

With an optional front FHD webcam, an optional rear 8MP auto focus camera and an optional top 1D/2D imager bar code reader, the A140 is the ideal solution for capturing data.

Bumper-to-Bumper Warranty.

Accidents happen. Only Getac offers bumper-to-bumper coverage standard on every A140 rugged tablet.

GETAC A140

Specifications

Getac

ruggedsales@getac.com
www.getac.com
949.681.2900

Getac, Inc.
400 Exchange, Ste 100
Irvine, CA 92602

Ruggedness
MIL-STD 810G and IP65 certified
MIL-STD 461G ready[2]
Optional ANSI/ISA 12.12.01
Vibration & drop resistant

Operating System
Windows® 10 Professional
(available Windows 7 Professional downgrade option)

CPU
Intel Core i7-6600U vPro™ 2.6GHz processor with Turbo Boost Technology up to 3.4GHz; 4MB Intel Smart Cache

Intel Core i7-6500U 2.5GHz processor with Turbo Boost Technology up to 3.1GHz 4MB Intel Smart Cache

Intel Core i5-6300U vPro 2.4GHz processor with Turbo Boost Technology up to 3.0GHz 3MB Intel Smart Cache

Intel Core i5-6200U 2.3GHz processor with Turbo Boost Technology up to 2.8GHz 3MB Intel Smart Cache

Memory
4GB DDR4 expandable to 32GB[3]

Storage
Solid State OPAL 2.0 128GB / 256GB / 512GB[†]

VGA Controller
Intel HD Graphics 520

Display
14" TFT LCD HD (1366 x768) 1000 NITs LumiBond™ 2.0 sunlight readable LED display with multi-touch technology (hard-tip stylus)

Optional 14" IPS TFT LCD FHD (1920 x 1080) 800 NITs LumiBond™ 2.0 sunlight readable LED display with multi-touch technology (hard-tip stylus)

Expansion
Optional 1D/2D imager / barcode reader
Optional serial port or VGA
Optional fingerprint scanner
Optional RFID

Security
Intel vPro™ Technology (per CPU options)
TPM 2.0
Cable lock slot
NIST BIOS compliant
Smartcard reader
Optional fingerprint reader
Optional contactless smart card reader
Optional Absolute™ DDS software

Communications
10/100/1000 base-T Ethernet x 2
Intel Dual Band Wireless-AC 8260, 802.11ac
Bluetooth (v4.2)
Optional dedicated GPS
Optional 4G LTE multi-carrier mobile broadband[1]

Keyboard
Eight tablet buttons:
Windows, Power, Camera Capture, Barcode Reader Trigger, OSDC, Rotation Lock, Volume Up, Volume Down

Cameras
Optional FHD webcam x 1
Optional 8MP auto focus camera

Power
AC Adapter (65W, 100-240VAC, 50/60Hz)
Hot swappable Dual Li-Ion battery (3220mAh) x 2

Dimensions and Weight
14.53" x 9.76" x 1.28" (369 x 248 x 32.5mm)
5.07lbs (2.3kg)[††]

Temperature
Operating Temp:
-5.8° F to 140° F / -21°C to 60°C
Storage Temp:
-60°F to 160°F / -51°C to 71°C
Humidity: 95% RH, non-condensing

I/O Interfaces
DC in x 1
Ethernet x 2
MicroSD
USB 3.0 (9-pin) x 2
USB 2.0 (4-pin) x 1
Docking port (24-pin) x 1
Headphone out/Mic-in Combo x 1
HDMI x 1
Optional RF antenna pass-through for GPS, WLAN and WWAN

Warranty
3 Year bumper-to-bumper warranty standard[‡]

Specification subject to change without notice.
[1] Data plan required. Cellular data is available in the US on Verizon Wireless and AT&T networks. LTE is available in select markets. Check with your carrier for details. 4G LTE configuration must be ordered at time of purchase.
[2] Requires MIL-STD 461G 90W AC Adapter sold separately.
[3] Computers configured with a 32-bit operating system can address up to 3GB of system memory. Only computers configured with a 64-bit operating system can address 4 GB or more of system memory.
[†] For storage, 1GB = 1 billion bytes; actual formatted capacity less.
[††] Weight varies by configuration and manufacturing process.
[‡] 3 year bumper-to-bumper limited warranty standard. For warranty terms and conditions visit www.getac.com

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V2M06Y17

Getac

F110

FULLY RUGGED 11.6" TABLET

Large 11.6" IPS LumiBond® 2.0 sunlight display
7th generation Intel® Core™ processor
Intel HD Graphics 620
Dual hot-swappable battery design
Optional integrated 4G LTE broadband wireless
802.11ac next generation WiFi
Optional 1D/2D imager barcode reader
MIL-STD 810G and IP65 certified
Industry-leading bumper-to-bumper warranty

7th Gen Intel Core Processor.

With the latest Intel Core i5 or Intel Core i7 processor, the F110 rugged tablet was designed for speed and efficiency. Clocking in at up to 2.8GHz and with Turbo Boost speeds up to 3.9GHz, the F110 has the power needed for the most demanding tasks.

Multi-Level Security

F110 provides TPM 2.0 for powerful anti-tampering protection. Combined with IR webcam, fingerprint reader, smart card reader, RFID, optional Absolute™ DDS and support for the latest Windows 10 security features, the F110 delivers industry-leading protection for your data and device.

Large 11.6" IPS Display.

The F110 features a large 11.6" IPS display that utilizes our revolutionary LumiBond 2.0 technology to achieve a display that is more readable, and offers better contrast and more crisp colors than any other rugged laptop display. The 11.6" widescreen display is ideally suited providing plenty of real estate to run Windows and your apps on.

Dual Hot-Swappable Batteries.

The F110's unique, hot-swappable dual-battery design allows for potentially infinite, uninterrupted battery life. This enables you to remove one of the two rechargeable batteries and replace it with a fresh battery without ever shutting down apps or your Windows OS.

Designed to Capture.

With a built-in front FHD webcam, an optional front IR webcam, an optional rear 8MP auto focus camera and an optional top 1D/2D imager bar code reader, the F110 is the ideal solution for capturing data.

Bumper-to-Bumper Warranty.

Accidents happen. Only Getac offers bumper-to-bumper coverage standard on every F110 rugged tablet.

GETAC F110

Specifications

Getac

ruggedsales@getac.com
www.getac.com
949.681.2900

Getac, Inc.
400 Exchange, Ste 100
Irvine, CA 92602

Ruggedness	MIL-STD 810G and IP65 certified MIL-STD 461G ready[2] Optional ANSI/ISA 12.12.01 Vibration & drop resistant
Operating System	Windows® 10 Professional
CPU	Intel Core i7-7600U vPro™ 2.8GHz processor with Turbo Boost Technology up to 3.9GHz; 4MB Intel Smart Cache Intel Core i7-7500U 2.7GHz processor with Turbo Boost Technology up to 3.5GHz 4MB Intel Smart Cache Intel Core i5-7300U vPro 2.6GHz processor with Turbo Boost Technology up to 3.5GHz 3MB Intel Smart Cache Intel Core i5-7200U 2.5GHz processor with Turbo Boost Technology up to 3.1GHz 3MB Intel Smart Cache
Memory	4GB DDR4 expandable to 16GB[3]
Storage	Solid State OPAL 2.0 128GB / 256GB / 512GB†
VGA Controller	Intel HD Graphics 620
Display	11.6" IPS HD (1366x768) 800 NITs LumiBond® 2.0 sunlight readable display with multi-touch technology Optional digitizer
Expansion Slot Options[4]	Optional 1D/2D imager barcode reader; or RS232 Port; or 10/100/1000 base-T Ethernet; or MicroSD slot; or USB 2.0 port; or RS232 Port + 10/100/1000 base-T Ethernet
Add-on Modules	Optional magnetic stripe card reader
Webcam	Optional FHD webcam x 1; or Optional IR webcam x 1 Optional 8MP auto focus camera
Security	Intel vPro™ Technology (per CPU options) TPM 2.0 Cable lock slot NIST BIOS compliant Optional IR webcam Optional LF/HF RFID reader Optional fingerprint reader Optional smart card reader Optional Absolute™ DDS software Optional HDMI-in + smart card reader
Communications	Intel Dual Band Wireless-AC 8265, 802.11ac Bluetooth (v4.2) Optional dedicated GPS Optional 10/100/1000 base-T Ethernet (occupies expansion slot) Optional 4G LTE multi-carrier mobile broadband with CA[1]
Keyboard	Six tablet buttons: Power, Windows, Programmable, Camera Capture/ Barcode Reader Trigger, Volume Up & Volume Down
Power	AC Adapter (65W, 100-240VAC, 50/60Hz) Hot swappable Dual Li-Ion battery (2160mAH) x 2 (up to 12 hours of battery life)[5]
Dimensions and Weight	12.4" x 8.15" x 0.96" (314 x 207 x 24.5mm) 3.08lbs (1.39kg)††
Temperature	Operating Temp: -5.8° F to 140° F / -21°C to 60°C Storage Temp: -60°F to 160°F / -51.1°C to 71°C Humidity: 95% RH, non-condensing
I/O Interfaces	DC in x 1 USB 3.0 x 1 Docking port x 1 Headphone out/Mic-in Combo x 1 HDMI x 1 Optional HDMI-in x 1 (w/smart card reader) Optional RF antenna pass-through for GPS, WLAN and WWAN
Warranty	3 Year bumper-to-bumper warranty standard‡

Specification subject to change without notice.
[1] Data plan required. Cellular data is available in the US on Verizon Wireless and AT&T networks. LTE is available in select markets. Check with your carrier for details. 4G LTE configuration must be ordered at time of purchase.
[2] Requires MIL-STD 461F 90W AC Adapter sold separately.
[3] Computers configured with a 32-bit operating system can address up to 3GB of system memory. Only computers configured with a 64-bit operating system can address 4 GB or more of system memory.
[4] Expansion slot factory installed and limited to one option. Subject to minimum purchase requirements.
[5] Battery life testing conducted under BatteryMark 4.0.1. Battery performance will vary based on software applications, wireless settings, power management settings, LCD brightness, customized modules and environmental conditions. As with all batteries, maximum capacity decreases with time and use and may eventually need to be replaced by a Getac service provider. Battery life and charge cycles vary by use and settings.
† For storage, 1GB = 1 billion bytes; actual formatted capacity less.
†† Weight varies by configuration and manufacturing process.
‡ 3 year bumper-to-bumper limited warranty standard. For warranty terms and conditions visit www.getac.com

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CITY OF SPRINGFIELD

INDEPENDENT CONTRACTOR AGREEMENT

(Type 4: For Personal Services Contracts Not Requiring Professional Liability Insurance)
Contract #

Dated:

Parties: City of Springfield ("CITY")
A municipal corporation in the State of Oregon
225 Fifth Street
Springfield, Oregon 97477

and

("Independent Contractor")

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Additional Independent Contractor Information:

A. Type of Entity: ☐ Sole Proprietorship ☐ Partners ☐ Limited Liability Company ☐ Corporation
B. Address:
C. Telephone:
D. Fax No:
E. SSN or Fed. I.D. No:
F. Professional License(s) No:
G. Oregon Agency Issuing License:
H. Foreign Contractor ☐ Yes ☐ No
(Foreign means not domiciled in or registered to do business in Oregon) See Exhibit B (11).

City Account Number(s) To Be Charged (Include Percentages):

Account Number	Percentage

In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions and conditions:

1. **Payment by CITY.** CITY shall pay Independent Contractor according to the sum and schedule described in Attachment "1" attached hereto and incorporated herein by this reference and in an amount not to exceed $_____.

2. **Services to be Performed by Independent Contractor.** Independent Contractor shall perform the services described in Attachment 1.

3. **Invoice.** Invoice to be sent to: Accounts Payable - City of Springfield, 225 5th Street, Springfield, OR 97477 or email to ap@springfield-or.gov. Invoice will be paid on net 30 day terms upon City acceptance of goods delivered, work or services performed. The invoice must reference this contract #XXXX and approval code #350

4. **Term.** This Agreement is effective as of the date first set forth above and shall continue until _____, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.

5. **Sourcing.** Independent Contractor selected as a result of RFP 2418 MDC Installation issued Oct. 8, 2019.

6. **Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600, and as more specifically set forth on Exhibit "A" attached hereto and incorporated herein by this reference.

7. **First Point of Contact.**
   Independent Contractor: [insert name, ph# and email address]
   CITY: [insert name, ph# and email address]

8. **Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.110, ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235 and as more fully set forth on Exhibits "A" , "B" and "C" attached hereto and incorporated herein by this reference.

9. **Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.

10. **Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor and as more specifically set forth in Exhibit C.

11. **Reimbursement Of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.

12. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.

13. **No Authority To Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.

14. **Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided.

15. **Indemnification and Hold Harmless.** The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its

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officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 16 shall not negate Contractor's obligation in this paragraph.

16. Insurance.

16.1 General Insurance. The Independent Contractor shall maintain in force for the duration of this Agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than $2,000,000 per occurrence and $3,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than $1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Independent Contractor or the fault of the Independent Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. If the City requires Professional Liability coverage, the City's Risk Manager must approve the terms, conditions and limits. Independent Contractor understands that CITY is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that CITY'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Independent Contractor agrees that the limits regarding liability insurance set forth in this Section 16 will be modified to conform to such limits. Independent Contractor and CITY shall sign an amendment to this Agreement incorporating such modification.

16.2 Workers' Compensation. Independent Contractor shall provide and maintain workers' compensation coverage with limits not less than $500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Independent Contractor is exempt from coverage, a written statement signed by Independent Contractor so stating the reason for exemption shall be provided to the City.

16.3 Evidence of Insurance Coverage. Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.

16.4 Notice of Cancellation or Material Change in Coverage. The certificate of insurance shall contain a requirement that the Insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Independent Contractor shall provide written notice to the City contract manager within 2 calendar days after the Independent Contractor becomes aware that their coverage has been canceled or has been materially changed. The Independent Contractor shall either fax 541-726-3782 said notice or email it directly to Jayne McMahan (jmcmahan@springfield-or.gov), Procurement and Contracts Manager. Regardless of what circumstances caused Independent Contractors insurance coverage to cease or be modified, it is the Independent Contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract._____**(Independent Contractor initials)**

16.5 Equipment and Material. The Independent Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

16.6 Exception or Waivers. Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.

16.7 Subcontractors. The Independent Contractor shall require all subcontractors to provide and maintain General Liability, Auto Liability, Professional Liability (as applicable), and Workers' Compensation insurance with coverages equivalent to those required of the Independent Contractor in this contract. The Independent Contractor shall require certificates of insurance from all subcontractors.

17. Termination. The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Independent Contractor of a

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Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Independent Contractor's work and payment therefore by CITY.

18. Rights in Data. All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Independent Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Independent Contractor's possession, independently developed by Independent Contractor outside the scope of this Agreement, or rightfully obtained by Independent Contractor from third parties, shall belong Independent Contractor. This agreement shall not preclude Independent Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to CITY pursuant to this Agreement. Independent Contractor shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.

19. Confidentiality. During the course of performance hereunder, Independent Contractor or its agent, employees, or contractors, may receive confidential information. Independent Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information.

20. Assignment/Subcontract. Independent Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Independent Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Independent Contractor. Independent Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

21. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

22. Compliance with All Government Regulations. Independent Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.

23. Attorney Fees. In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Independent Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.

24. Force Majeure. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.

25. Assistance Regarding Patent and Copyright Infringement. In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

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26. **Severability.** If any provision of this Agreement is declared by a court 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 Agreement did not contain the particular provision held to be invalid.

27. **Access to Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

28. **Waiver.** Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.

29. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY, No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

30. **Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

31. **Americans with Disabilities Act Compliance.** Independent Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

32. **Dual Payment.** Independent Contractor shall not be compensated for work performed under this contract from any CITY agency other than the agency which is a party to this contract.

33. **Choice of Law, Forum, Construction of Agreement.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, apart from choice of law provisions. The parties agree that the Circuit Court for the County of Lane, State of Oregon, or the Federal District Court of the State of Oregon (Eugene) is the sole and proper forum for resolving any disputes involving this Agreement, any breach of this Agreement, or relating to its subject matter. The Parties agree to submit themselves to the jurisdiction of such courts without challenge to the jurisdiction of these courts. This Agreement shall not be construed more favorably to CITY due to the preparation of this Agreement by CITY. The headings and subheadings in this Agreement are for convenience, do not form a part of this Agreement, and shall not be used in construing this Agreement.

34. **Entire Agreement.** This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective the date first set forth above.

CITY OF SPRINGFIELD:		**INDEPENDENT CONTRACTOR**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

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EXHIBIT "A"

INDEPENDENT CONTRACTOR STATUS

Independent contractor states and represents that contractor is an independent contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this contract:

1. Independent contractor provides services for remuneration; and

2. Independent contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of City to specify the desired results; and

3. Independent contractor is customarily engaged in an independently established business; and

4. Independent contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and

5. Independent contractor complies with at least three of the following requirements:

   (a) A business location is maintained that is separate from the business or work location of City; or is in a portion of the independent contractor's residence and that portion is used primarily for the business.

   (b) The independent contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.

   (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

   (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.

   (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.

6. Independent contractor will immediately inform City in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.

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EXHIBIT "B"

City of Springfield
Public Contracts
Conformance with Oregon Public Contractors Laws

Pursuant to Oregon law, every public contract shall contain the following conditions:

1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1)

2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).

3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).

4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).

5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.

6) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.

7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

   a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
   b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
   c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

   An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.235(1)-(2).

8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).

9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

If this agreement is for a public improvement, the contract shall contain the following conditions:

10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C.505(1)(a).

11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).

12) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).

13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).

14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).

15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or

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officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.

16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).

17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:

a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
b) For all overtime in excess of 10 hours in anyone day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).

An employer shall give notice in writing to employees who work on a public contract either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.520(2).

18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).

19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(5)

20) ENVIRONMENTAL MATTERS: In compliance with ORS 279C.525, the Contractor is made aware that the following federal, state, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of SUB contracts. This is not intended to be a complete listing of agencies. Other agencies may have enacted ordinances or regulations that may apply.
If the Contractor is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited in the Contract or due to enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of natural resources occurring after the submission of the successful quote, the contracting agency may, at its discretion, terminate the Contract, complete the work itself; use non-agency forces already under contract with the City, require that the underlying property owner be responsible for cleanup, solicit quotes for a new contractor to provide the necessary services or issue the Contractor a change order setting forth the additional work that must be undertaken.
If the Contractor encounters a condition not referred to in the Invitation to Bid documents, not caused by the Contractor or any subcontractor employed on the project and not discoverable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under this regulation, the contractor shall immediately notify SUB of the condition.

FEDERAL AGENCIES

Department of Agriculture
Forest Service
Soil Conservation Service
Department of the Army Corps of Engineers
Coast Guard
Department of Health and Human Services
Department of the Interior
Bureau of Indian Affairs
Bureau of Land Management
Bureau of Outdoor Recreation
Department of Commerce
Fish and Wildlife Services
Office of Surface Mining
Reclamation and Enforcement
Bureau of Reclamation
Department of Labor
Occupational Safety and Health Administration
Mine Safety and Health Administration
Department of Transportation
Federal Highway Administration
Environmental Protection Agency

STATE AGENCIES

Department of Agriculture
Department of Energy
Department of Environmental Quality
Department of Fish and Wildlife
Department of Forestry
Department of Geology and Minerals
Department of Human Services
Land Conservation and Development Commission
Division of State Lands
State Soil and Water Conservation Commission
Water Resources Department
Oregon Department of Transportation

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LOCAL AGENCIES

Common Council, City of Springfield
Environmental Services, City of Springfield
Board of Commissioners, Lane County
Lane Regional Air Protection Agency
Willamalane Park & Recreation District
Rainbow Water District
Planning Commission, City of Springfield
Development Services Department, City of Springfield
Planning Commission, Lane County
Springfield Utility Board
Springfield Downtown & Glenwood Urban Renewal Districts

21) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279C.530.

22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

If this agreement is for demolition, the contract shall also contain the following conditions:

23) Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. ORS 279C.510(1)

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EXHIBIT C
OREGON TAX LAWS COMPLIANCE AND CERTIFICATION

A. Independent Contractor's Compliance with Tax Laws.

1. Independent Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, 'tax laws" includes all the provisions described in Subsection B. 1. (i) through (iv) of this Contract.

2. Any violation of Subsection 1 of this Section A shall constitute a material breach of this Contract. Further, any violation of Independent Contractor's warranty, in Subsection B.1. of this Contract, that Independent Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle City to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

a. Termination of this Contract, in whole or in part;

b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Independent Contractor, in an amount equal to State's setoff right, without penalty; and

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. City shall be entitled to recover any and all damages suffered as the result of Independent Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement Independent Contractor].

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

B. Independent Contractor's Representations and Warranties.

Independent Contractor represents and warrants to City that:

1. Independent Contractor (to the best of Independent Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the [date of Closing of {bids/proposals}for/effective date of] this Contract, faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Independent Contractor, to Independent Contractor's property, operations, receipts, or income, or to Independent Contractor's performance of or compensation for any work performed by Independent Contractor;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Independent Contractor, or to goods, services, or property, whether tangible or intangible, provided by Independent Contractor; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any [Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc.] [delivered to/granted to] City under this Contract, and Independent Contractor's Services rendered in the performance of Independent Contractor's obligations under this Contract, shall be provided to City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

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ATTACHMENT 4

Authorization to Legally Bind Bidder

The person executing this Bid and the instruments referred to herein on behalf of the Bidder has the legal power, right, and actual authority to submit this Bid, and to bind the Bidder to the terms and conditions of this Bid.

_____ _____
(Signature of person authorized to bind Bidder) Dated

_____
Print Name of Person signing as authorized to bind Bidder

_____
Title of Person signing as authorized to bind Bidder

_____	**_____**
Firm Name	**Phone**
_____	**_____**
Address	**Fax**
_____	**_____**
City, State, Zip	**email address**

Minority, Women, and Emerging Small Business/Disadvantaged Business Enterprise

MWESB/DBE Voluntary Self-Declaration for City Procurement # 2418 or Project No. P_____

The Public Works Department of the City of Springfield is seeking information on the various business entities that submit bids and proposals for working with the Department. We request that you provide the following information to assist us with evaluating our efforts at reaching the underrepresented sectors of the business and construction communities. The Department does not intend to use this data as criteria for selecting the successful bidders or proposers for city-funded procurements. For procurements with state or federal DBE requirements, the Department will use the forms and criteria established by the state or federal agency for selecting the successful bidders or proposers.

Please include this form with your bid/proposal submittal to the City.

Prime Bidder/Proposer: _____

Business Name: _____

Contact Person: _____

CCB#/PE#/Other Registration: _____

Business Address: _____

Business Phone: _____

Please check each box indicating the business certification type that your firm has with the State of Oregon or the federal government, if any:

- ☐ Oregon Minority-owned Business
- ☐ Oregon Woman-owned Business
- ☐ Oregon Emerging Small Business
- ☐ Federal Disadvantaged Business Enterprise (DBE)

First Tier Sub-contractors:
For each First Tier Subcontractor, provide the same information, using additional sheets as necessary: