

IMPORTANT NOTICE!!

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

Jayne McMahan jmcmahan@springfield-or.gov

Information to be provided:

“RFP# 674 Oracle Support Services” in 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 Vendor to refer daily to the City of Springfield – Purchasing/Contracts website to check for any available addendum to current opportunities, cancellations or intents to award posted there.



**City of Springfield
Public Works Technical Services Department**

RFP # 674

**REQUEST FOR
PROPOSALS**

FOR

Oracle Support Services

December 15, 2011

**CITY OF SPRINGFIELD
OREGON**

**Request for Proposal #674
Public Works Technical Services Division
Oracle Support Services**

Sealed proposals will be received by the Finance Department, City of Springfield, 225 Fifth St. Springfield OR, 97477, Attn: Jayne McMahan until 2:00 p.m. local time, the 17 of January, 2012 and opened at 2:00 p.m. local time the same day, for proposals regarding Oracle Support Services. Sealed bids must be marked "**RFP #674 Oracle Support Services**".

The City seeks qualified proposers to provide Oracle support services for Oracle 11g, Enterprise Edition database software with the Spatial option residing on Dell Servers running Windows Server 2008 R2 SP1.

Proposal packets are available on the City's website at www.springfield-or.gov (select the hyperlink from the left menu titled *Purchasing/Contracts* then *RFP #674 Oracle Support Services*) 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 Proposal when doing so is deemed to be in the best interest of the City.



AIC FOR
ROBERT DUEY

Robert J. Duey
Finance Director
City of Springfield, OR

Publication Schedule:

The Register Guard: December 15, 2011
Daily Journal of Commerce December 15, 2011

I. Proposal Overview

The City seeks qualified proposers to provide Oracle support services for Oracle 11g, Enterprise Edition database software with the Spatial option residing on Dell Servers running Windows Server 2008 R2 SP1. These services will provide support on one production server and one test server.

An RFP packet may be downloaded from the City of Springfield home page (www.springfield-or.gov) by clicking on the Purchase/Contracts hyperlink, or by contacting Jayne McMahan at jmcmahan@springfield-or.gov or by phone at (541)726-3708. Prospective Proposers are requested to confirm receipt of downloaded RFP packets by email to City of Springfield, Attn: Jayne McMahan at the above email address.

It is the City's intent to establish an agreement with a qualified supplier for Oracle support services. The agreement may be updated annually, to extend the term for not more than two successive one year periods, upon mutual agreement of the parties. If extended, City shall consider the requirements of the Springfield Municipal Code (SMC) Section 2.708(3) and each extension shall not be effective until reviewed and approved by the Springfield Common Council.

II. Proposal Format

Proposals must include the items listed below.

- A. Proposer's firm name, mailing and physical addresses, telephone number, fax number, and taxpayer identification number.
- B. Primary contact person's name, title, phone number, fax number and email address.
- C. Identify whether you qualify as resident bidder as described in ORS 279A.120 (1) (b) and if you are licensed to do business in the State of Oregon.
- D. Proposing firm's experience in providing Oracle support services.
- E. Specifications of proposal and background information are outlined in Attachment 1. Please express how you propose to meet the specifications in your proposal.
- F. Signed Attachment 4- Authorization to Legally Bind Bidder
- G. Signed Attachment 5- Minority Women Emerging Small Business Form (MWESB)
- H. Completed Attachment 6- Regional Technology Partnership Third Party Connection Agreement

III. Contact Person

Proposers may contact Jayne McMahan for further information regarding this process. **Contact with other City officials may be grounds for disqualification.** Jayne McMahan can be reached by email at jmcmahan@springfield-or.gov or by phone at (541) 726-3708. Questions regarding specifications will be forwarded by Jayne McMahan to the appropriate Technical Services Division personnel when more detailed technical explanations are required, and upon receipt of response from City of Springfield Technical Services Division personnel, Ms. McMahan will disseminate the information by written addenda issued by the City (See Section VII)

IV. Schedule For Selection Process

Proposals Advertised	December 15, 2011
RFP Available	December 15, 2011
Requests to Consider Equal Specification Due	January 4, 2012 5pm Local Time
Requests to Consider Exceptions Due	January 4, 2012 5pm Local Time
City's Determination Regarding Equal Spec.	January 9, 2011
Proposals Due /Opening	January 17, 2012 2pm Local Time
Interviews onsite (if necessary)	February 2 and 3, 2012 (Approximate)
Notice of Intent to Award	February 13, 2012 (Approximate)
Contract Awarded	February 20, 2012 (Approximate)

V. Selection Criteria And Process

Each proposal will be compared to the specifications stated herein. Points will be assigned based on the selection criteria. The Proposal with the highest number of assigned points will be selected for the contract. Please express how you propose to meet the specifications in your proposal.

The numbers below (e.g. 1.2) refer to the sections in Attachment 1- Scope of Services.

A. Conformity of submitted proposal to this RFP	05 points
B. 1.2 References from three recent customers within last three years	10 points
C. 1.3.1-1.3.5 Requirements	13 points
D. 1.3.6 Requirements (Support Level and Response)	15 points
E. 1.3 Total Price	15 points
F. 1.4 Hourly Rates and Service Charges	10 points
G. 1.4 Level of Qualifications and Certifications	10 points
H. 1.5 On Site Support	07 points
I. 2.1 Backup Services	05 points
J. 2.2 On- call Services	<u>10 points</u>
TOTAL	100 points

If interviews are deemed necessary they will be held on February 2nd and 3rd, 2012 and evaluated on the following criteria:

A. 1.3.1-1.3.5 Requirements	30 points
B. 1.3.6 Requirements (Support Level and Response)	40 points
C. Responses to situational questions	<u>30 points</u>
TOTAL	100 points

If interviews are conducted the total score for a supplier's response will be weighed 90% written response and 10% interview.

In the event of a tie the tie breaker will be the **1.5 On Site Support Services** and a second tie breaker will be the **1.4 Hourly Rates and Service Charges**.

Proposals must be signed by a principal member of the proposing entity capable of binding the entity. Included with the signature should be principal's written name, title, address, and telephone number (see Attachment 4 Authorization to Legally Bind Bidder).

One original and (6) six copies of the proposal, clearly marked "**RFP #674 – Oracle Support Services**" and contained in a sealed envelope or box shall be received no later than 2:00 PM local time, January 17, 2012 at the following address:

City of Springfield
Administrative Services Dept.
Attention: Jayne McMahan, Sr. Management Analyst
225 Fifth Street,
Springfield, Oregon 97477

Proposals will be opened on January 17, 2012 at 2:00 pm local time. All proposals shall be valid through 90 days after the RFP closing date.

VI. Late Proposals Not Considered

Proposals must be received by 2:00PM local time on January 17, 2012 at the address listed above. Any proposals received after the deadline will not be considered. Faxed or emailed proposals will not be accepted.

VII. Addenda to RFP

In the event that it is necessary to amend, revise, or supplement any part of the RFP, City of Springfield will post addenda on the City website (www.springfield-or.gov) and will make reasonable effort to provide addenda to all Proposers to whom City provided the initial RFP. 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 RFP. City is not responsible for any

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

Addenda may be downloaded from the City of Springfield home page (www.springfield-or.gov) by clicking on the Purchase/Contracts hyperlink, or by contacting Jayne McMahan at jmcmahan@springfield-or.gov. Prospective Proposers are requested to confirm receipt of downloaded Addenda by email to City of Springfield, Attn: Jayne McMahan at the above email address.

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 RFP, the decision of City shall be final and binding upon all parties.

VIII. Contract

The successful Proposer will be expected to enter into a contract with the City. An example of said contract is attached herein as Attachment 2.

Contract shall commence on a date agreed upon by both parties and shall continue for one year unless, extended, modified, or terminated as provided in the contract. Contract term will be for one year and then may be extended for two additional one-year periods upon compliance with the provisions of the contract and agreement of both parties.

IX. Negotiation Of Agreement

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

X. City Selection Discretion

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

XI. Proposal Ownership

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

After proposal opening, all proposals become part of the public record and are available for public review 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.

Bob Duey, Finance Director
City of Springfield Finance Department
225 Fifth Street
Springfield, OR 97477

XII. Exceptions To RFP

If, for any reason, a Proposer should desire an interpretation of a term or condition of this RFP, find fault with the structure of this RFP or with the evaluation process, concerns may be submitted in writing to:

Jayne McMahan
City of Springfield
225 Fifth Street
Springfield, OR 97477
Phone: (541) 726-3708

City will make every effort to answer questions and, if warranted, amend the RFP. Responses to questions and amendments to the RFP will be posted on the City of Springfield home page (www.springfield-or.gov), click on the Purchase/Contracts page). Proposers who are unable or unwilling to meet one or more of the requirements of this RFP should include, as part of their response, written exceptions to those requirements. Such request shall be delivered on or before **January 4, 2012**.

XIII. Equal Specification Change Requests

A prospective Proposer may deliver to Jayne McMahan, Sr. Management Analyst at City of Springfield Finance Department, a written request for change to any of the requirements listed in this Request for Proposal. Such request shall be delivered on or before **January 4, 2012**. 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,
- A statement of the form of relief requested or any proposal changes to the specifications.

The City will review the change request and notify the prospective Proposer of the decision in writing prior to the RFP closing date. Responses to questions and amendments to the RFP will be posted on the City of Springfield home page (www.springfield-or.gov), click on the

Purchase/Contracts page). To the extent possible, the City will notify other prospective Proposers of any changes or modifications to the Request for Proposal.

XIV. Protest

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

Failure to file a protest as specified herein waives Proposers right to protest or contest the award. An adversely affected Proposer must exhaust all avenues of administrative relief and review before seeking judicial review of the City's Contract award. Concerns must be submitted to:

Robert Duey
Finance Director
City of Springfield
225 Fifth Street
Springfield, OR 97477

XV. Cost Of Proposal

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

XVI. Submission Requirements

Your proposal must contain all of the information requested in the request for proposal. Specific requirements, including background information are included in Attachment 1. A completeness check will be conducted for each proposal. Incomplete proposals will not be accepted.

ATTACHMENT 1

SCOPE OF SERVICES

ORACLE SUPPORT

The City of Springfield is requesting a response, including pricing, for Oracle support services as described in the following document. The support services will operate as an extension to the City's technical team. These support services will be provided for Oracle 11g, Enterprise Edition database software with the Spatial option residing on Dell Servers running Windows Server 2008 R2 SP1. These services will provide support on 1 production server and 1 test server. Please note that there isn't any budget for travel related expenses and your response should include only services, tools and/or subscriptions needed to fulfill the requirements below. Should the City, at its sole discretion, decide that travel is required, City reserves the right to authorize travel expenses for on-site support.

1. Requirements:

1.1. Security and Background Checks and Resource Availability

- Subject to the regional background check and certification – complete Attachment 6 - Regional Technology Partnership Third Party Connection Agreement
- All remote service communication with City servers will be performed by vendor using the City's secure connection appliance, Secure Meeting, by Juniper Networks (<http://www.juniper.net/us/en/>)
- Flexibility and ability to mobilize resources within the context of the Asset Management System Replacement project and subsequent integration efforts (see Attachment 7) as needed

1.2. References

Please include three references (name of organization, contact name, phone # and email) of clients for which you have provided similar database administration services in the last three years:

- Oracle Enterprise Edition Database
- Tuning Pack
- Diagnostics Pack
- Spatial Option

1.3. Oracle Database Support Services Requirements

Your response shall include your proposed methodology and associated costs to provide support for the following requirements.

- 1.3.1. Server and Database Monitoring:** Tools and/or procedures will be implemented to monitor performance and resource utilization, alert City staff and initiate corrective action in the event of a malfunction. The following will be monitored and reported:

Daily Monitoring

OS and Database Server Maintenance

- Verify the server is on-line and accessible.
- Verify select performance measures are within acceptable parameters.
- Identify any long running processes.
- Identify any system intrusion events.

- Monitor system event logs for errors.
- Initiate response to any errors or conditions operating outside their normal range.

Database Management

- Verify database is on-line and accessible.
- Verify select performance measures are within acceptable parameters.
- Verify database free space is within required parameters.
- Identify any database intrusion events.
- Monitor database event logs for errors.
- Initiate response to any errors or conditions operating outside their normal range.

Database Backup and Maintenance

- Verify the backup executed successfully and is executing according to schedule over entire backup cycle.
- Verify that all database maintenance and data management processes executed successfully and according to schedule.

Periodic Monitoring and Review (weekly, monthly, as required and etc.)

- Verify database transaction logs are properly managed.
- Rebuild tables and/or indexes as required.
- Review database file sizes and recommend resizing as required.
- Review disk usage and provide recommendations as required.
- Review OS and database performance trends and provide recommendations for system and/or database modifications.
- Respond to any conditions requiring changes to the backup schedule and cycle

1.3.2 Database Server and OS Patches and Upgrades: Provide critical patches and upgrades to the database server and OS as needed throughout the service period. Critical patches are defined as those patches released by the OS/database vendors that protect the system from security risks or possible faulty operations and those patches and upgrades required by the business applications running against the database.

1.3.3 Test Restore: Perform an annual full restoration of the system to a backup testing platform and verify the system is functioning properly.

1.3.4 Service Security: Work with City staff to implement security policy, establish internal controls and provide information for independent audit.

1.3.5 Knowledge Transfer: Vendor will train City staff in basic database administration skills such as backup and restore, managing database user accounts, and monitoring scheduled database maintenance tasks.

1.3.6 Support Level and Response: The following levels of support and minimum response are required.

Tier 1 - Critical System Failure

Complete failure of a database service or component has occurred preventing the use of key business applications. Examples include database or database server failure.

Support will be provided for Tier 1 support requests from the City within 30 minutes of notification with issue resolution work beginning within 1 hour of notification including after normal business hours (5:00 pm to 7:00 am Monday through Friday, all day Saturday, Sunday, and holidays):

Tier 2 - Partial System Failure

Partial failure of a database service or component has occurred seriously impacting the use of key business applications. A Severity 2 issue may become a Severity 1 issue if it is not corrected.

Support will be provided for Tier 2 support requests from the City within 1 hour of notification with issue resolution work beginning within 2 hours of notification from 7:00am to 5:00pm Monday through Friday:

Tier 3 - System Incident or System Maintenance

System incident has occurred that is not a critical performance issue. For example, disk space is beginning to run low or performance is slowly beginning to deteriorate. System maintenance is a non-incident activity such as patch scheduling or system analysis.

Support will be provided for Tier 3 support requests within 48 hours of notification from 7:00am to 5:00pm Monday through Friday:

1.4 Hourly Rate and Services Charges:

Complete the personnel matrix below for any talent you intend to work on this project.

1.4.1 Name of individual	Position Description	Hourly Charge
e.g. Bill Smith	GIS Database Administrator	\$60/hr

1.4.2 Name of individual	Qualifications/Certifications	Year Accomplished	# of years experience
e.g. Bill Smith	Oracle Database 11G Administrator Certified Professional	2011	Five years 10G and 1 year 11G

1.4.3 Services/Tools/Subscription	Description of Service	Monthly Rate
e.g. Service X	Service X does	\$150/month

1.5 Onsite Support

In the event of a failure that requires a technician to be on-site explain your firms' ability to support the need in terms of number of hours that it will take to have someone physically on site in Springfield, OR. Any travel will be pre- approved in writing. All travel will follow the City Travel and Expense Policy Administrative Regulation #3 including any related expenses that will be reimbursed at the City rates.

2. Optional:

2.1 Backup Services:

Work with City staff to create an offsite backup and recovery system plan containing procedures and media required to reproduce database and database server environment in case of a disaster. The system must be able to be restored to a point no older than 24 hours prior to the point of failure and the system must be fully recovered within 24 hours of the time of notification of a Tier 1 failure.

2.2 On-Call Services:

Please describe your company's ability to perform on-call services in the area of needs assessment, data modeling and systems integration. Also, please describe your experience with Oracle Locator or Spatial as this experience is preferred but not required. Your description of your company's ability to perform on-call services should relate directly with the following list:

- Data modeling
- Systems integration (such as financial systems or building systems)
- Oracle Locator or Spatial

3. Summary:

In order for your quote to be considered, you must provide costs and descriptions of your services and how your team plan's to support all of the items listed under Section 1.3, complete the matrices in Section 1.4, explanation of support in 1.5 and if selected you must be able to comply with the requirements of Sections 1.1, and 1.2 (completed attachment 6 is required with submission).

The items under Section 2 – although these are optional they will be scored elements.

3. **Services to be Performed by Independent Contractor.** Contractor will provide Oracle support services. Independent contractor shall perform the services in Attachment 1. Attachment 1 – “Supplier” RFP #674 response dated “xxxx”.
4. **Solicitation Process.** This contract was awarded pursuant to the City’s RFP #674 Oracle Support Services.
5. **Term.** This Agreement is effective as of the date first set forth above and shall continue until **INSERT DATE** unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties. The Agreement may be amended annually, to extend the term stated herein, for not more than two (2) successive one-year periods, upon mutual agreement of the parties. In negotiating any extension CITY shall consider the requirements or SMC Section 2.708(3) and each extension shall not be effective until reviewed and approved by the Springfield Common Council.
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. **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.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits “A” and “B” attached hereto and incorporated herein by this reference.
8. **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.
9. **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.
10. **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.
11. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
12. **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.
13. **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

14. Indemnification and Hold Harmless. The Independent Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Independent 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 Independent 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 Independent 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 Independent Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Independent 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 officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 15 below shall not negate Independent Contractor's obligations in this paragraph.

15. Insurance.

15.1. 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 \$1,000,000 per occurrence and \$2,000,000 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.

15.2. Professional Liability. Independent Contractor shall maintain in force during the duration of this Agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, approved by the City's Risk Manager as to terms, conditions and limits.

15.3. Workers' Compensation. Independent Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws. If Independent Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for the exemption shall be provided to the City.

15.4. 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.

15.5. 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 Contractor shall provide written notice to the City contract manager within 2 days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to Bob Duey (rduey@springfield-or.gov), Finance Director at the City. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the 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. _____ **(Contractor initials)**

15.6. 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.

15.7. 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.

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

16. 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 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.

17. 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 to 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.

18. 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.

- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.

28. 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.

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

30. 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.

31. Remedies. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon, County of Lane.

32. 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: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT 1
To Contract

Proposer's RFP #674 Response

EXHIBIT "A"

**CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT**

Independent Contractor Status

All performance of any labor or services required to be performed by Independent Contractor shall be performed in accordance with the standards set forth in ORS 670.600 (2005), and as follows:

A person is customarily engaged in an independently established business if any three of the following six requirements are met:

1. The person maintains a business location:
 - a. That is separate from the business or work location of the person for whom the services are provided; or,
 - b. That is in a portion of the person's residence and that portion is used primarily for the business.
2. The person bears the risk of loss related to the business or the provision of services as shown by factors such as:
 - a. The person enters into fixed-price contracts;
 - b. The person is required to correct defective work;
 - c. The person warrants the services provided; or,
 - d. The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.
4. The person provides contracted services for two or more different persons within a 12-month period, or the person routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
5. The person makes a significant investment in the business, through means such as:
 - a. Purchasing tools or equipment necessary to provide the services;
 - b. Paying for the premises or facilities where the services are provided; or
 - c. Paying for licenses, certificates or specialized training required to provide the services.
6. The person has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

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 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) Solicitation documents for a public improvement contract shall make specific reference to federal, state and local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A solicitation document must also make special reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified under ORS 279C.525(1). If the successful bidder encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under ORS 279C.525(1), the successful bidder shall immediately give notice of the condition to the contracting agency. The successful bidder may not commence work nor incur any additional job site costs in regard to the condition encountered and described in ORS 279.525(3) without written direction from the contracting agency. ORS 279C.525.
- 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)

ATTACHMENT #3

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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 # _____ 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:

**Regional Technology Partnership
THIRD PARTY CONNECTION AGREEMENT
SIGNATURE PAGE**

This Third Party Network Connection Agreement (the "Agreement") by and between the Regional Technology Partnership, with principal offices in Lane County, Oregon and (Vendor / 3rd Party).

This Agreement consists of this signature page and the following attachments that are incorporated in this Agreement by this reference:

1. Attachment 1: Third Party Network Connection Agreement Terms and Conditions
2. Attachment 2: RIO Approved Remote Access Policy
3. Attachment 3: Vendor/Third Party Access Request Form

This Agreement may only be modified by a written document executed by the Regional Technology Partnership and (Vendor / 3rd Party). Any disputes arising out of or in connection with this Agreement shall be governed by Oregon law without regard to choice of law provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Regional Technology Partnership Authorized Signature

_____ Date _____
Regional Technology Services Coordinator

(Vendor / 3rd Party) Authorized Signature

_____ Date _____

Attachment 1
Regional Technology Partnership
THIRD PARTY CONNECTION AGREEMENT
TERMS AND CONDITIONS

Goal: To provide a secure method of connectivity between the Regional Technology Partnership and (Vendor / 3rd Party) and to provide guidelines for the use of network and computing resources associated with the Network Connection as defined below.

Definition: "Network Connection" means one of the approved Regional Technology Partnership connectivity options.

1. Right to Use Network Connection. (Vendor / 3rd Party) may only use the Network Connection for business purposes as outlined by the Third Party Access Request Form, (Attachment 3)
2. Regional Technology Partnership-Owned Equipment.
 - 2.1 The Regional Technology Partnership may, at their sole discretion, loan to (Vendor / 3rd Party) certain equipment and/or software. Regional Technology Partnership equipment will only be configured for an approved connection method, and will be used solely by (Vendor / 3rd Party) for the purposes set forth in this Agreement.
 - 2.2 (Vendor / 3rd Party) may modify the configuration of the Regional Technology Partnership equipment only after notification and approval in writing by authorized Regional Technology Partnership personnel.
 - 2.3 (Vendor / 3rd Party) will not change or delete any passwords set on Regional Technology Partnership Equipment without prior approval by authorized Regional Technology Partnership personnel. Promptly upon any such change, (Vendor / 3rd Party) shall provide the Regional Technology Partnership with such changed password.
3. Network Security.
 - 3.1 (Vendor / 3rd Party) will allow only (Vendor / 3rd Party) employees approved in advance by the Regional Technology Partnership to access the Network Connection or any Regional Technology Partnership Equipment. (Vendor / 3rd Party) shall be solely responsible for ensuring that Authorized (Vendor / 3rd Party) employees are not security risks, and upon Regional Technology Partnership request, (Vendor / 3rd Party) will provide the Regional Technology Partnership with any information reasonably necessary for the Regional Technology Partnership to evaluate security issues relating to any Authorized (Vendor / 3rd Party) employee.
 - 3.2 If there is or may be access to data that is protected by governing agencies such as CJIS or HIPAA, (Vendor / 3rd Party) must abide by the agency rules and have appropriate clearances and pre-approval by the Regional Technology Partnership prior to access of said data or resources.

- 3.3 (Vendor / 3rd Party) will promptly notify the Regional Technology Partnership whenever any Authorized (Vendor / 3rd Party) employee leaves (Vendor / 3rd Party) employ or no longer requires access to the Network Connection or Regional Technology Partnership Owned Equipment and/or a replacement (Vendor / 3rd Party) employee is assigned.
- 3.4 Each party will be solely responsible for implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of the Network Connection and (Vendor / 3rd Party)' use of Regional Technology Partnership Owned Equipment is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss alteration or destruction.
4. Notifications. (Vendor / 3rd Party) shall notify the agency ALSA in writing promptly upon a change in the user base for the work performed over the Network Connection or whenever in (Vendor / 3rd Party)' opinion a change in the connection and/or functional requirements of the Network Connection is necessary.
5. Payment of Costs. Each party will be responsible for all costs incurred by that party under this Agreement, including, without limitation, costs for phone charges, telecommunications equipment and personnel for maintaining the Network Connection unless other written agreements have been made with the Regional Technology Partnership.
6. Term, Termination and Survival. This Agreement will remain in effect until (specify end date here). The Regional Technology Partnership may terminate this agreement for convenience at any time.

Attachment 2 SUBJECT: REMOTE ACCESS - VENDORS

1. This policy describes the minimum security requirements allowing remote access to the regional network by vendors. The intent of this policy is to safeguard the regional network from damage due to unauthorized access; and comply with applicable Federal, State, and local policies regarding access to the regional network.

a) Vendor Access Vendor access to any regional partner network, internal system component and or data shall be granted only when a demonstrated “need to know” exists, and when expressly authorized by the Regional Information Officers (RIO).

b) Violations Violations of this policy will immediately be reported to the Agency Local Security Administrator (ALSA) who will immediately report the violation to the Regional Security Officer (RSO). Violations or threat of security breach may result in immediate disconnection from the regional network. The RSO will report violations of this policy to the RIO.

c) Information Transfer Any regional partner software, documentation, and all other types of internal information must not be sold or otherwise transferred to any other entity for any purpose other than those expressly authorized by the owning partner agency.

d) Technology Use All technology relating to the use of data access, network or computer system must be reviewed and approved by the Regional Policy Group (RPG). When a new technology or method of vendor access is proposed for use, the operation and security controls associated with that new technology must be reviewed and approved of by the RPG before its use is allowed.

e) Termination of access If a regional partner terminates its contract with any vendor, the vendor must immediately return all of the regional partner data in its possession unless expressly authorized by the regional partner ALSA who then notifies the RSO.

f) Security Compliance Remote users accessing data that is subject to Federal, State or local laws or regulations must comply with all applicable access requirements, including but not limited to background checks, business associate agreements and or data confidentiality agreements as required.

g) Access Requirements At minimum, the following requirements will be in effect for all access to the regional network by vendors approved under this policy. If risk analysis of the connection type and or the type of data accessed indicates that additional safeguards are required, those requirements will be specified in the access agreement.

- (1) All vendors must comply with the current authentication standards. The level of authentication will be dependent on the type and level of security of the data that will be accessed
- (2) All vendors must comply with the current user ID standards. The standard will contain rules for both user ID and passwords.
- (3) Passwords, security instruments, and user ID's must remain confidential and must not be shared. Group or shared user ID's will not be allowed. Authorized users must not provide or share access with others that have not been expressly approved.

- (4) All workstations connected to the regional network via remote access technologies must have up-to-date anti-virus software installed with the latest signature files and be operational at all times.
- (5) All workstations connected to the regional network via remote access technologies must be on an OS that is listed as supported in the regional TSIG (Technical Standards Implementation Guide) and have all critical operating system and applicable application security patches installed within 30 days of release.
- (6) Vendors agree to not use any form of encryption unless expressly approved in the remote access agreement and will only use an RPG approved encryption method if encryption is required.
- (7) The region retains the right to periodically audit vendors who have access to regional network computers and networks to ensure compliance with this and other policies and requirements. At a minimum, ALSAs will review validity of all vendors annually.
 - (a) All vendors must follow current security procedures and access standards. Standards and procedures are subject to change at any time; vendors will be notified of changes and must abide by the most current approved procedures. Vendors will have 30 days to comply with policy changes or access will be terminated until compliance is achieved.
 - (b) Vendors must not use the connection for any personal use.
 - (c) Vendors agree to abide by the terms of the access agreement and keep in force at all times.
 - (d) Vendors shall not attempt to circumvent any security methods, monitoring or use unapproved methods of access or authentication.
 - (e) Vendors will immediately report to the ALSA any breaches in security or unauthorized attempts to access the regional network. The ALSA will then immediately report the breach to the RSO.
 - (f) Vendors must not attempt to access systems or data that they are not expressly allowed to access.
- (8) Any data copied must be protected and kept confidential and is the responsibility of the vendor who has been granted access. Data must be destroyed when no longer needed.
- (9) Two-Factor Authentication - All remote network connections connecting to a Regional internal network must employ the current Two-Factor Authentication system approved by the RPG with the following exception: Electronic "meetings" with remote control capabilities may be granted if ALL the conditions below are met:
 - i. The meeting request must originate from inside the network.
 - ii. The user setting up the meeting must be a member of a security group with that authorization.
 - iii. User setting up the meeting must have read the Regional Remote Access Policy and must have signed a statement that they have read the policy.
 - iv. The user agency setting up the meeting must have a password policy that specifies either:

1. 8 characters with complexity (complexity defined as containing 3 of the following 4 characteristics - special character, upper case, lower case, and number) changed at least every 6 months.
OR
 2. 14 characters changed at least every 6 months.
- v. User granting remote control must remain in constant attendance during the meeting and is responsible for the actions occurring during the course of the remote control session.

2. Definitions

- *RIO* - the Regional Information Officers, who are the Chief Information Officers of the regional partners of RIS.
- *RSO* - the Regional Security Officer - currently delegated to the RPG.
- *RPG* - the Regional Policy Group, members of RIS and partner agencies that represent their agencies in the development of regional policy.
- *Regional Technology Partnership* - A cooperative venture of partner agencies that include Lane County, the Cities of Eugene and Springfield, Lane Council of Governments and the Eugene Water and Electric Board, who share common information system resources.
- *RIS* - Regional Information System - The Information Systems service provider for the Regional Technology Partnership.
- *ALSA* - Agency Local Security Administrator
- *Regional Network* - Any of the collected networks of any the RIS partner agencies or other entity that has a service contract with RIS.
- *TSIG* - Technical Standards Implementation Guide

Vendor / 3rd Party Access Request Form

Request Number

In accordance with the Remote Computing Access policy, this completed form must accompany all requests for third party network connections. This form will be active until access is revoked and continue to be stored for an additional year.

Sponsoring Agency LC CE LCOG AIRS Other Date

Project Manager	Phone	Email
Data Owner	Phone	Email

<p>A. Sponsoring agency information</p> <ul style="list-style-type: none"> • Name : • Phone: 	<p>B. Data Owner</p> <ul style="list-style-type: none"> • Name : • Phone: 	<p>C. Technical Contact</p> <ul style="list-style-type: none"> • Name : • Phone:
--	---	--

D. Alternate Contact

- Name :
- Phone :

E. Description of Request:

- How long is the connection needed? ___ Day(s) ___ Week(s) ___ Month(s)

*** Access will be reviewed every 6 months & will either be extended or revoked*

*Server(s) / Application(s)	*Ports/Protocols Required	Notes/Comments

** Must identify only those servers/hosts and ports that are required*

- Listing of all persons needing access

Name (First, Middle Initial, Last)	Phone	E-mail Address	<i>Required for CJIS Data</i>	
			*Fingerprint	*Background Check

- Will HIPAA data be accessed? NO YES
- Will CJIS data be accessed? NO YES

**If Yes, each user must have Fingerprint and Background Check*

<p>F. Vendor contact information</p> <ul style="list-style-type: none"> • Organization / Company: • Address: • City, State, Zip: • Requester name: • Phone Number: • E-mails Address: 	<p>G. Third Party technical contact information</p> <ul style="list-style-type: none"> • Same as above? <input type="checkbox"/>Y <input type="checkbox"/>N • Name: • Phone Number: • Alternate Phone (Cell, pager) <p>E-mail Address:</p>
---	--

H. Requested Installation Date (Two Week Minimum Lead-time)?

I. Has a Vendor Access Agreement been signed by the vendor? Yes No Pending Signature

J. Comments:

Data Owner Approval _____ Date _____

Local Security Administrator Approval _____ Date _____

RIS Network Engineer _____ Date _____

Access Granted Access Not Granted Comments Project Manager Notified

Regional Review

<p>Technical Review</p> <ul style="list-style-type: none"> • Date Reviewed • Approved Access Method <input type="checkbox"/> Yes <input type="checkbox"/> No • If no, is requested access method secure? <input type="checkbox"/> Yes <input type="checkbox"/> No • Describe Security Issues • Recommendations: • Reviewed by:

<p>RIO Approval</p> <ul style="list-style-type: none"> • Date Reviewed • Comments • Approved <input type="checkbox"/> Yes <input type="checkbox"/> No

Remote Access Review History				
Date Reviewed	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Access Revoked	Reason	
Comments/Changes To Access				
Date Reviewed	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Access Revoked	Reason	
Comments/Changes To Access				
Date Reviewed	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Access Revoked	Reason	
Comments/Changes To Access				
Date Reviewed	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Access Revoked	Reason	
Comments/Changes To Access				

ATTACHMENT 7

The City of Springfield's asset management system is composed of the Geographic Information System (GIS) and the Facilities Information Management (FM) system, and consists of linked systems of hardware and software, and stored data City staff has assembled over the years from a variety of sources. This system is supported and maintained by Public Works and provides a variety of core services across the City.

The current asset management system is over ten years old and has components that are obsolete. Vendors no longer support some of the integral software and the number, frequency, and severity of system failures have increased to a point that urgency and priority for replacement can no longer be delayed.

The City has decided to replace this integrated system with an Autodesk GIS solution (http://images.autodesk.com/adsk/files/autocad_map3d_enterprise_whitepaper_en_final.pdf) and an Infor FM system (http://www.infor.com/product_summary/public-sector/asset-management/). The anticipated date for system replacement is beginning in March 2012 and running at least through June 2012. Additional integration projects will continue over time, e.g., integration with the City's street system, integration with financial systems (PeopleSoft), integration with building systems (Accela), etc. Both of these application databases will reside on one Dell server running Windows Server 2008 R2 SP1 with Oracle Enterprise Edition 11g database software with the Spatial option. This will be the production database server. This system's N-tier environment will include a production application server as well. There will also be a test/development combination application and database server which will house the respective databases for testing and development purposes. The current system combined database size is approximately 200GB. The City will dedicate the equivalent of one full time employee for database administration and on-going development. The City seeks support services as described in the RFP to operate as an extension to the City's technical team.