City of Tucson

Contract # 226017-01

for

Mobile Computing Solutions

with

Getac, Inc.

Effective: April 14, 2023

The following documents comprise the executed contract between the City of Tucson, and Getac effective April 14, 2023:

- I. Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)
- II. City's Intent to Negotiate/BAFO Request
- III. Supplier's Response to the RFP
- IV. RFP 226017
- V. OMNIA Partners



Contract No. 226017 - 01

Mobile Computing Solutions

Vendor: Getac, Inc.

Table of Contents

- Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)
- 2. City's Intent to Negotiate/BAFO Request
- 3. Vendor's Response to RFP 226017
- 4. RFP 226017



1. Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)

Group 1: I	Ruggedized Laptop Produc	ct Line				
ITEM NO.		PROPOSED MANUFACTURER	PROPOSED MODEL#	UNIT PRICE	PERCENT DISCOUNT OFF SRP	EXTENDED PRICING
1.a.	Ultra-Rugged	Getac	X500/X600		20.0%	0
1.b.	Accessories	Getac			10.0%	0
		-		_		
1.c.	Fully-Rugged	Getac	B360/V110		20.0%	0
1.d.	Accessories	Getac			10.0%	0
1.e.	Semi or Business-Rugged	Getac	S410		15.0%	0
1.f.	Accessories	Getac			10.0%	0
Group 2: I	Ruggedized Tablet Produc	t Line				
ITEM NO.	PRODUCT CATEGORIES	PROPOSED MANUFACTURER	PROPOSED MODEL#	UNIT PRICE	PERCENT DISCOUNT OFF SRP	EXTENDED PRICING
2.a.	Ultra-Rugged	N/A	N/A		N/A	#VALUE!
2.b.	Accessories	N/A	N/A	N/A	N/A	#VALUE!
2.c.1	Fully-Rugged	Getac	A140		15.0%	
2.c.2	Fully-Rugged	Getac	F110		15.0%	0
2.c.3	Fully-Rugged	Getac	K120		15.0%	0
2.c.4	Fully-Rugged	Getac	UX10		15.0%	0
2.c.5	Fully-Rugged	Getac	T800		15.0%	
2.c.6	, 66	Getac	ZX10		15.0%	0
2.c.7	Fully-Rugged	Getac	ZX70		15.0%	0
2.d.	Accessories	Getac			10.0%	0
2.e.	Semi or Business-Rugged					0
2.f.	Accessories	N/A				0
			ı			
Group 3: I	Laptop and Tablet Accesso					
		PERCENT DISCOUNT				
PROPO	SED MANUFACTURER	OFF SRP				
Getac - Warranty 10.0%						
	Setac - Carry Tools	10.0%				
(Getac - Keyboards	10.0%				
	Getac - Power	10.0%				
	Getac - Freight	5.0%	_			

Group 3: Laptop and Tablet Accessories		
	PERCENT DISCOUNT	
PROPOSED MANUFACTURER	OFF SRP	
Getac - Warranty	10.0%	
Getac - Carry Tools	10.0%	
Getac - Keyboards	10.0%	
Getac - Power	10.0%	
Getac - Freight	5.0%	
(add additional lines as necessary)	1	
Group 4: Ancillary Products		
Group 4. Anemary 1 roudets	PERCENT DISCOUNT	
PROPOSED MANUFACTURER	OFF SRP	
	10.0%	
Gamber-Johnson		
Havis	10.0%	
Lind	10.0%	
Brother	10.0%	
(and and distance linear and a constant)		
(add additional lines as necessary)	ļ	
Group 5: Other Technology Product	1	
	PERCENT DISCOUNT	
PROPOSED MANUFACTURER	OFF SRP	
Getac Video Solutions	10.0%	
Keywedge BCR Utility SW	\$199 per unit for 3 Years	
Keep Your HD Retention	\$99 per unit for 3 years	
(add additional lines as necessary)		
Group 6: Services		
PROPOSED SERVICE OFFERING	PRICE	
Disk Image Validation	\$2,000	
Disk Image Consulting	\$2,200 per Day	
Mobile Device Management - Cloud	\$53 per unit for 1 Year	

(add additional lines as necessary)

Fw: [External]Re: RFP 226017 - Term regarding A.R.S. §35-394

Casey Adams < Casey. Adams@tucsonaz.gov>

Thu 4/13/2023 10:36 AM

To: Casey Adams < Casey. Adams@tucsonaz.gov>

Casey Adams, CPPB

Senior Contract Officer City of Tucson **Business Services | Procurement** (520) 837-4128

www.tucsonprocurement.com



From: tammy.tubbs (Tammy Tubbs - GUSA) <tammy.tubbs@getac.com>

Sent: Thursday, March 30, 2023 8:08 AM To: Casey Adams < Casey. Adams@tucsonaz.gov>

Cc: mark.hovey (Mark Hovey - GUSA) <mark.hovey@getac.com> Subject: RE: [External]Re: RFP 226017 - Term regarding A.R.S. §35-394

Good morning Casey

We have confirmed with our Legal team that we can agree to the additional terms. We look forward to moving forward with OMNIA!



Tammy Tubbs Capture Manager

p: 949-681-2926 m: 949-217-8939

a: 15495 Sand Canyon Ave., Suite 350, Irvine, CA 92618

s: us.getac.com e: tammy.tubbs@getac.com

From: Casey Adams < Casey. Adams@tucsonaz.gov> Sent: Wednesday, March 29, 2023 12:51 PM

To: tammy.tubbs (Tammy Tubbs - GUSA) <tammy.tubbs@getac.com>; mark.hovey (Mark Hovey - GUSA) <mark.hovey@getac.com>

Subject: [External]Re: RFP 226017 - Term regarding A.R.S. §35-394

Casey Adams, CPPB

Senior Contract Officer City of Tucson **Business Services | Procurement** (520) 837-4128

www.tucsonprocurement.com



From: Casey Adams

Sent: Wednesday, March 29, 2023 12:07 PM

To: tammy.tubbs (Tammy Tubbs - GUSA) < tammy.tubbs@getac.com; mark.hovey (Mark Hovey - GUSA) < mark.hovey (Mark Hovey - GUSA) < tammy.tubbs@getac.com>; mark.hovey (Mark Hovey - GUSA) < tammy.tubbs@getac.com>

Subject: RFP 226017 - Term regarding A.R.S. §35-394

Hi Tammy and Mark,

The State of Arizona has passed a new statutory requirement that contracts signed on or after September 24th should include the below referenced term. Please confirm Getac's understanding that the following term will be incorporated into contract 226017.

"WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied."

Here is a link to ARS §35-394: https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/35/00394.htm

Thank you,

Casey Adams, CPPB

Senior Contract Officer City of Tucson **Business Services | Procurement** (520) 837-4128 www.tucsonprocurement.com



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2. City's Intent to Negotiate/BAFO Request



Tammy Tubbs
Getac, Inc.
15495 Sand Canyon Drive Suite 350
Irvine, CA 92618
Tammy.tubbs@getac.com

Sent via electronic mail, this day

Subject: Request for Proposal No. 226017 – Mobile Computing Solutions Intent to Negotiate

Dear Tammy:

The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City requests the following:

- 1. **Best and Final Pricing:** The City requests a best and final price offer.
- **2. Exceptions:** The City acknowledges that no exceptions have been taken to City contract language. However, communication with OMNIA is required in order to resolve exceptions to their attachments.

This Notice of Intent to Negotiate is not an intent to award a contract and does not establish a contractual relationship between the firm and the City. In the event that the City is not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.

Please submit a written response to my attention via e-mail to <u>casey.adams@tucsonaz.gov</u> on or before Thursday, January 12, 2023 at 2:00 PM. Please contact me via e-mail or at (520) 837-4128 with questions regarding the items above.

Sincerely,

Casey Adams

Senior Contract Officer



3. Vendor's Response to RFP 226017

Getac, Inc. 15495 Sand Canyon Ave, Suite 350 Irvine, CA 92618 www.getac.com



June 30, 2022

BUSINESS SERVICES DEPARTMENT SHARED SERVICES PROCUREMENT DIVISION RESPONSIBLE CONTRACT OFFICER: Casey Adams 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701 PH: (520) 837-4128

Dear Sir or Madam

Getac is pleased to submit our proposal response to the CITY OF TUCSON, REQUEST FOR PROPOSAL #226017 MOBILE COMPUTING SOLUTIONS.

For over 30 years, Getac has worked cooperatively with contract administrators, resellers and end users to identify, consult, develop and deploy rugged computing solutions across a wide range of sectors, such as military and defense, law enforcement and public sector, utility, telecom, education and transportation.

Getac is tremendously proud of the impacts we have made in helping leverage technology to support the changing role of mobile data terminals in the public sector across the United States. Our goal is to utilize the OMNIA contract to provide rugged solutions to the communities we live in.

By execution of this letter, we officially submit this proposal showing our pledge in support of this valuable effort. Getac looks forward to the outcome of your evaluation and should there be any questions, please feel free to contact Mrs. Tammy Tubbs, Getac Capture Manager at (949) 217-8939 or tammy.tubbs@getac.com. On behalf of Getac, thank you for giving us the opportunity to respond to this Request for Proposal (RFP) and we look forward to a mutually rewarding partnership.

Sincerely,

Michael McMahon

President, Getac North America

A. NOTICE

A.1 Getac Inc. (Original Equipment Manufacturer, OEM)

Response to Request for Proposal No. 226017

Title: Getac Response to Mobile Computing Solutions RFP

Submittal Date: 30 Jun 2022

Questions shall be directed to Tammy Tubbs, tammy.tubs@getac.com, (949) 217-8939

B. INTRODUCTION

- B.1. Summary
- B.2. Background
- **B.3. Contact Information**

C. SCOPE OF WORK

- C.1 General Requirements
 - A. Qualified Vendors
 - B. Ordering
 - C. Delivery Requirement
 - D. Usage Report
 - E. Warehousing, Distribution & Sales Facilities
 - F. Warranty

Getac acknowledges and accepts the terms associated with Section C.1 General Requirements.

C.2. Product Requirements

- A. RUGGED DEFINTIONS:
- B. PRODUCT CATEGORIES: A complete and comprehensive line of technical product and service solutions including, but not limited to, the following:
 - 1. Ruggedized Laptops
 - 2. Ruggedized Tablets
 - 3. Accessories
 - 4. Ancillary Products
- C. CURRENT PRODUCTS:
- D. DEFECTIVE PRODUCT:
- E. PRODUCT/RECALL NOTICES:
- F. PRICING
- G. SALES PROMOTIONS
- H. PRODUCT DEMONSTRATIONS: The City will conduct product demonstrations with those Offerors who proceed to this phase of the evaluation process. The Offerors proposed products may be tested during a minimum 30-day window. The test time will start upon completion of vehicle installation, if applicable. Offerors shall provide a specified quantity (to be determined later) of each proposed product for testing in the Tucson work environment. Demo products will be installed in law enforcement automobiles and motorcycles, in Fire and EMT vehicles, and field crew vehicles. The tests will document the performance of the proposed products in the actual work environments of staff, which includes inclement weather where extreme temperature changes exist. Temperatures inside vehicles can reach over 150 degrees, outdoor temperatures can reach 115 degrees and be very wet and humid due to the monsoon season. Staff shall document the functionality of the products and any issues that are experienced. Proposed products, including installation and removal, must be provided to City at no cost.

Getac acknowledges and accepts the terms associated with Section C.2 General Requirements.

C.3. EQUIPMENT CURRENTLY IN USE BY THE CITY OF TUCSON

Getac has reviewed and acknowledges the type of rugged equipment currently in use by the city of Tucson.

C.4. SERVICE REQUIREMENTS

A. SERVICE CATEGORIES: Offerors shall provide as many of the following associated services that are available through its distribution and sales network:

- 1. Financing or Leasing
 - a. Capital
 - b. Operating
 - c. Other
- 2. Consulting
 - a. Public safety equipment needs assessment and recommendation for upcoming use case
 - b. Grant assessment and writing
 - c. Other
- 3. Repairs
 - a. Onsite
 - b. Repair Facility
 - c. Other
- 4. Installation
 - a. Provide installation services.
- 5. Protection Plus
 - a. List products.
 - b. Provide details.
- 6. Extended Warranties
 - a. List products.
 - b. Provide details.
- 7. Training and Education
 - a. Onsite
 - b. Online
 - c. Offsite
- 8. Customer Support Services: The policies and procedures for:
 - a. Replacements
 - b. Returns
 - c. Restocking charges
 - d. After hours service
 - e. After sales support
 - f. Out of stock

- g. Order tracing
- h. Technical feedback
- i. Quality assurance for orders
- j. Drop shipments
- k. Online support
 - i. Customer
 - ii. Technical
- I. Phone support
 - i. Customer
 - ii. Technical
- m. Location, hours and staff quantity of call centers
- n, other
- 9. Implementation
- 10. Misplaces or Stolen device location
- 11. Other Applicable Services. Value-add services not included in above categories.

Getac acknowledges and accepts the terms associated with Section C.4 General Requirements.

D. INSTRCUCTIONS TO OFFERORS

- **D.1. DEFINITIONS**
- D.2. PRESUBMITAL MEETING
- D.3. INQIRIES
- D.4. ADDENDUM OF SOLICITATION
- D.5. UNDERSTANDING SCOPE OF WORK
- D.6. PREPARATION OF SUBMITTAL
- **D.7. PAYMENT DISCOUNTS**
- D.8. TAXES
- D.9. PROPOSAL/SUBMITTAL FORMAT
- D.10. EXCEPTIONS TO CONTRACT PROVISIONS
- D.11. PUBLIC RECORD
- D.12. CONFIDENTIAL INFORMATION
- D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST
- D.14. WHEN AND HOW TO SUBMIT PROPOSAL
- D.15. OFFER AND ACCEPTANCE PERIOD
- D.16. WITHDRAWAL OF SUBMITTAL; BINDING OFFER
- D.17. DISCUSSIONS/CLARIFICATIONS
- D.18. TAX OFFSET POLICY
- **D.19. CONTRACT NEGOTIATIONS**
- D.20. VENDOR REGISTRATION; BUSINESS LICENSE
- D.21. UPON NOTICE OF INTENT TO AWARD
- D.22. AWARD OF CONTRACT
- D.23. PROPOSAL RESULTS
- D.24. PROTESTS

Getac acknowledges and accepts the terms associated with Section D, INSTRUCTIONS TO OFFERORS. General Requirements.

E. PROPOSAL EVALUATION REQUIREMENTS

- E.1. PROPOSAL EVALUATION CRITERIA (listed in relative order of importance)
- E.2. SHORTLIST
- E.3. INTERVIEWS
- **E.4. ADDITIONAL INVESTIGATIONS**
- **E.5. OTHER INFORMATION**
- E.6. PRICE PROPOSAL
- E.7. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT SUBMITTALS
- **E.8. CONTRACT NEGOTIATIONS**
- E.9. AWARD OF CONTRACT
- **E.10. MULTIPLE AWARDS**
- E.11. SUBMITTAL RESULTS
- E.12. PROTESTS

Getac acknowledges and accepts the terms associated with Section E, PROPOSAL EVLUATIONS REQUIREMETS.

F. SPECIAL TERMS AND CONDITIONS

- F.1. COOPERATIVE PURCHASING
- F.2. FOB DESTINATION FREIGHT PREPAID
- F.3. PRICE ADJUSTMENT
- F.4. TERM AND RENEWAL

Getac acknowledges and accepts the terms associated with Section F, SPECIAL TERMS AND CONDITIONS.

G. INSURANCE REQUIREMENTS

- G.1. Required Insurance Policies
- G.2. Commercial General Liability
- G.3. Commercial Automobile Liability
- G.4. Worker's Compensation.
- G.5. Professional Liability Technology Errors & Omissions
- G.6. Claims Made Insurance Coverage
- G.7. Additional Insurance Requirements
- G.8. Policy Change Notice.
- G.9. Additional Insured
- G.10. Acceptability of Insurers
- G.11. Verification of Coverage
- G.12. Subcontractors
- G.13. Exceptions

Getac acknowledges and accepts the terms associated with Section G, INSURANCE REQUIREMENTS.

H. STANDARD TERMS AND CONDITIONS

Getac acknowledges and accepts the terms associated with Section H, STANDARD TERMS AND CONDITIONS.

I. EVALUATION PHASE

1.A. Method of Approach - National Program

1. Include a detailed response to Attachment 1, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Getac Response: See Exhibit A

2. The successful offeror will be required to sign Attachment 1, Exhibit B, OMNIA Partners Administration Agreement. The Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

Getac Response: See Exhibit B

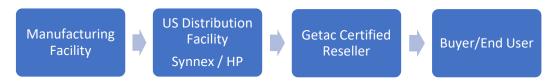
2.A. Method of Approach – General Requirements

A. Provide a detailed written response to each requirement describing how your offer will meet the General Requirements of this solicitation for the City of Tucson and the national program.

Getac Response: As the 2nd largest manufacturer of rugged devices in the world, with three manufacturing facilities and a North American Sales Team (GUSA), Getac Inc. is prepared to meet all the General Requirements of this solicitation for the City of Tucson and the national program. Getac currently participates in other national cooperative purchasing agreements at the city/county/state/national level.

- B. Describe your delivery commitment. If manufacturer is responding, describe how reseller will meet the delivery commitment:
- 1. What is your fill rate guarantee? With proper planning and communication, Getac can fill up to 6,000 devices per month, per customer under this solicitation.
- 2. What are your delivery days? Even with the desperate supply chain interruptions currently associated with information technology equipment, Getac is proud to maintain an average 45 day delivery window from receipt of valid purchase order to delivery.
- 3. Do you offer next day delivery? No. All Getac rugged devices are built to order to the desired end user specifications and require 30-60 days for manufacturing, testing, and shipping. In some instances, our distribution partners, SYNNEX may maintain a specific amount of stock rugged devices that are offered at a generous discount and may be offered to our customers. Additional details and availability of this program are available through the Regional Sales Manager assigned to the customer.
- 4. How do you facilitate emergency orders? All Getac rugged devices are built to order to the desired end user specifications and require 30-60 days for manufacturing, testing, and shipping. In some instances, our distribution partners, SYNNEX may maintain a specific amount of stock rugged devices that are offered at a generous discount and may be offered to our customers. Additional details and availability of this program are available through the Regional Sales Manager assigned to the customer.

- 5. Are shipping charges exempt for ALL who use this contract? Yes. Shipping is included in the price of the device. If additional services are purchased that required a third-party US-based supplier, additional shipping may be included from the third-party vendor. Generally an order is shipped directly to the purchaser from our manufacturing facility.
- 6. Describe how problems such as a customer ordering a wrong product; a customer receiving a defective product; etc. is resolved. As the OEM, all Getac rugged products are tested and verified to meet the specifications provided by the purchasing organization prior to their shipment from the manufacturing facility. In the highly unlikely event that a device arrives "Dead on Arrival" (DOA) to the customer, a replacement will be shipped to the customer at no additional cost.
- 7. Describe how products will be distributed to the City of Tucson and nationwide. Provide the number, size and location of distribution facilities, warehouses and retail network as applicable.



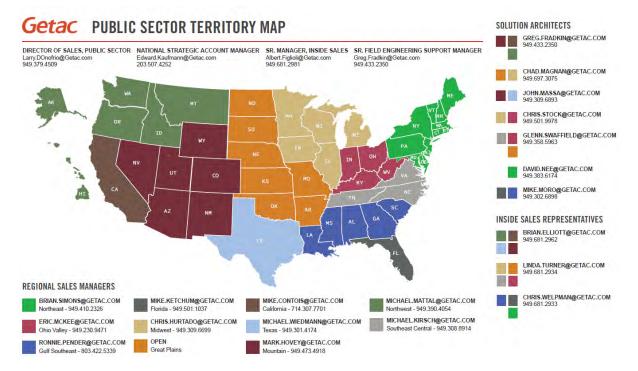
All Getac hardware is manufactured either by the factory in Kunshan, Jiangsu Province, PR China and by plant 3 in Guishan District, Taoyuan City, Taiwan. All Getac manufacturing locations maintain current ISO-14001 certification. Getac has obtained ISO 9001, ISO14001, OHSAS 18001, and other quality system certifications, and obtained the IECQ/QC080000 Hazardous Substance Management System Quality Certification at the Kunshan production base in China and is committed to environmental protection.

U.S.-based SYNNEX Corporation distributes more than 30,000 technology products from more than 500 of the world's leading and emerging manufacturers, and provide complete solutions to more than 20,000 resellers and retail customers in the U.S., Canada, and Japan. As the distributor, they may also provide financial and storage services to our Getac Certified Resellers.

Getac currently employs over 90 North American-based employees to support Sales, Service, Financing/Billing, Product Solutions and Organizational Development for our non-federal governmental customers. Getac also relies on our 3rd Party Providers, FedEx TechConnect, Paragon Bay, and On-Shore telephone support team for additional customer service and maintenance of Getac devices and related equipment. Getac also works with over 500 reseller agents supporting the participating states.

C. Describe your ordering capacity (telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate products, etc. If a manufacturer is responding, describe how the City and other agencies wishing to purchase from the contract will make a purchase. For example, are orders placed directly with the manufacturer or with resellers? If resellers, indicate the authorized resellers for any subsequent contract.

Due to the customized nature of a rugged product order, Getac relies on our Getac Regional Sales Managers in collaboration with a certified reseller to support the purchasing on this contract. Interested buyers may contact the Getac Sales Manager designated below or the Certified Reseller partner.



Below are a sample of current certified Getac resellers that may participate on this contract. We reserve the right to add or delete resellers to satisfy the requirements of a specific buyer.

Reseller	Location	Reseller	Location
Brite	Rochester, NY	*Mobile Rugged Computers	Mesa, AZ
Datasource Mobility	Clarksville, TN	Ramco Rugged	Los Angeles, CA
PCN Strategies	Washington D.C.	RCN	Knoxville, TN
*DuraTech USA	Sacramento, CA	Midwest Public Safety	Midwest
*SHI	North America	*USC Canterbury	Marlboro, MD
*GST	Los Angeles, CA	*Preferred Communications	Eastern United States
NWN	Boston, MA	Compar	Minnetonka, MN
Barcodes	Chicago, IL	Code 3	Mesa, AZ
Island Tech Services	Ronkonkoma, NY	Insight	North America
Cas Severn	Laurel, MD	Howard	North America
Glacier Computing	Milford, CT	CDW	North America

D. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Getac Response: Invoicing will be directed by each certified reseller so process may differ. See attached sample invoices from our current resellers.



E. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?

As the OEM, Getac has developed a highly effective "MPS" system that identifies pending orders to aid in factory workload stabilization and order are delivered in the order they are received at the factories.

All GETAC products start the manufacturing process in its state-of-the-art ISO9001:2000 factory that is capable of very high production rates. Significant features of the production facilityinclude:

- Certified to ISO 9001, ISO 9002, ISO 14000, RoHS
- Approx. 1.1 M sq ft factory facility, including 380 K sq ft automated warehouse
- Approx. 6200 production & quality line employees
- Approx. 25 SMT production lines
- Approx. 20 system production lines, 10 each for rugged and commercial products
- System Production rate maximum capacity of 330K rugged products per month
- F. State any return and restocking policy, and any fees, if applicable associated with returns.

 Due to the customize nature of the rugged devices offered under this RFP, each product is made to order to purchasers' desired specifications and is not available for refunds.
- G. Submit additional information that will aid the city in evaluating your proposal. Getac Response: See Exhibit A for additional information

3.A. Method of Approach – Product Requirements

A. Provide a detailed written response to each requirement describing how the products offered will meet the Product Requirements of this solicitation for the City of Tucson and the national program. Offerors shall identify and describe their categories. If a manufacturer is responding and proposing resellers the manufacturer should clearly identify the

products available from the manufacturer and products available from reseller. For each proposed category, describe in detail and provide at a minimum the following types of information:

- 1. Identification and description of product categories offered
- 2. Identification and description of subcategories
- 3. Identification and description of manufacturers within each subcategory.

ITEM		PROPOSED	
NO.	PRODUCT CATEGORIES	MANUFACTURER	PROPOSED MODEL #
-1101			
			X600 Basic. SKU# XR1166CABDCA. X600 (**) - Intel Core i5-
			11500H vPro Processor, w/ Webcam, Microsoft Windows 11 Pro x64 with 16GB RAM, User-swappable storage: 512GB PCIe
			SSD (main), Sunlight Readable (Full HD LCD 1000nits), US
			KBD+US Power cord, Membrane Backlit KBD, WIFI+ BT, RS232
			x 1 + RJ45 x 2 + VGA + Thunderbolt 4 x 1, Battery (75Wh) x 2, 3
1.a.1	Ultra-Rugged	Getac	Year Bumper to Bumper Warranty
			X600 Premium. SKU# XR1166FABDCAX600X600 (**) - i5-
			11500H, w/ Webcam, Win11 x64+16GB, User-swappable
			storage: 512GB PCIe SSD (main), SR (FHD LCD 1000nits
			+TS+Hard tip stylus), US KBD+US Power cord, Membrane Backlit KBD, WIFI+ BT, RS232 x 1 + RJ45 x 2 + VGA +
1.a.2	Ultra-Rugged	Getac	Thunderbolt 4 x 1, Battery (75Wh) x 2
	30		X600 Ultimate. SKU# XR1K66LUBDCA - i5-11500H, w/o
			Webcam + Express card reader, Win11 x64+16GB, User-
			swappable storage: 512GB PCIe SSD (main), SR(Full HD LCD
			1000nits)+SD Card Reader, CANADA KBD (CF, Canadian
			French) + US Power cord, Membrane Backlit KBD, WIFI+ BT,
1.a.3	Ultra-Rugged	Getac	RS232 x 1 + RJ45 x 2 + VGA + Thunderbolt 4 x 1, Battery (75Wh) x 2
1.4.5	Ollia-Ruggeu	Getac	(/JWII) X Z
			X600 Pro Basic, SKU# XR1P66MABDKCX600 ProX600 Pro
			(**) - i5-11500H, w/ Webcam+Express card reader+PCMCIA
			card reader, Win11 x64+16GB, User-swappable storage:
			512GB PCIe SSD (main), SR (FHD LCD 1000nits +TS+stylus+SD
			Card Reader, US KBD+US Power cord, Membrane Backlit KBD
			WIFI+ BT, RS232 x 2 + RJ45 x 2 + VGA + Thunderbolt 4,
1.a.4	Ultra-Rugged	Getac	Battery(75Wh)x2+X600Pro Med. bay battery(46Wh)+DVD
			X600 Pro Premium. SKU# XR1P66MABDMC. i5-11500H, w/ Webcam+Express card reader+PCMCIA card reader, Win11
			x64+16GB, User-swappable storage: 512GB PCIe SSD (main),
			SR (FHD LCD 1000nits +TS+stylus+SD Card Reader, US KBD+US
			Power cord, Membrane Backlit KBD, WIFI+ BT, RS232 x 3 +
			RJ45 x 2 + Thunderbolt 4, Battery(75Wh)x2+X600Pro Med.
1.a.5	Ultra-Rugged	Getac	bay battery(46Wh)+DVD
			X600 Pro Ultimate. SKU# XR1P66MABCMC - i5-11500H, w/
			Webcam+Express card reader+PCMCIA card reader, Win11
			x64+16GB, User-swappable storage: 512GB PCIe SSD (main), SR (FHD LCD 1000nits +TS+stylus+SD Card Reader, US KBD+US
			Power cord, Membrane Backlit KBD, WIFI+BT+4G
			LTE(EM7511) w/integrated GPS/Glonass+PT, RS232 x 3 + RJ45
			x 2 + Thunderbolt 4, Battery(75Wh)x2+X600Pro Med. bay
1.a.6	Ultra-Rugged	Getac	battery(46Wh)+DVD
1.a.6.1.	Accessories	Getac	X600 Bumper to Bumper Warranty Year 4 & 5

			X500 Basic, SKU# XQ1ST5CATDXV i5-7440EQ vPro, 15.6"+DVD,
			Win10 x64+16GB, 500GB HDD(main, swappable), Sunlight
			Readable LCD, US KBD+US Power cord, Membrane Backlit
1.a.7	Ultra-Rugged	Getac	Keyboard V2.0, Wifi+BT, TPM2.0 + No Internal Mic
			X500 Premium. SKU# XQ1TT5CATK8V. i5-7440EQ vPro,
			15.6"+2nd Battery, Win10 x64+16GB, 500GB HDD(main,
			swappable), Sunlight Readable LCD, US KBD+US Power cord,
			Membrane Backlit Keyboard V2.0, Wifi+BT+ Passthrough,
1.a.8	Ultra-Rugged	Getac	PCMCIA+Webcam, TPM2.0 + No Internal Mic
			X500 Ultimate. SKU# XQ1TT5IATD8V. i5-7440EQ vPro,
			15.6"+2nd Battery, Win10 x64+16GB, 500GB HDD(main,
			swappable), Sunlight Readable LCD + Single TS, US KBD+US
			Power cord, Membrane Backlit Keyboard V2.0, Wifi+BT,
1.a.9	Ultra-Rugged	Getac	PCMCIA+Webcam, TPM2.0 + No Internal Mic
			X500 Pro Basic. SKU# XQ3VA6WATXNL. Intel Xeon Quad Core
			E3-1505M v6 vPro Processor, 15.6" with Removable 2nd
			Storage for Media Bay + Main Battery, Microsoft Windows
			Server 2019 with 32GB RAM, 500GB HDD (main, user
			swappable)+500GB HDD (second, user swappable), Sunlight
			Readable LCD + Discrete VGA GTX-1050, US KBD+US Power
			cord, Membrane Backlit Keyboard V2.0, Without Wifi,
1.a.10	Ultra-Rugged	Getac	Without Bluetooth, PCMCIA, TPM2.0, 5 Year B2B Warranty
1 T			X500 Pro Premium. SKU# XQ3TA5WATXN1. Intel Xeon
			Quad Core E3-1505M v6 vPro Processor, 15.6" with
			Removable 2nd Battery Pack for Media Bay + Main
			Battery, Microsoft Windows Server 2019 with 32GB RAM,
			500GB HDD (main, user swappable), Sunlight Readable LCD + Discrete VGA GTX-1050, US KBD+US Power cord,
			·
			Membrane Backlit Keyboard V2.0, Without Wifi, Without
			Bluetooth, PCMCIA, TPM 2.0 + Server Expansion Units
	ulter Burnel	O-t	(default 3 x 1TB HDD) (user swappable), 5 Year B2B
1.a.11 1.b.	Ultra-Rugged Accessories	Getac Getac	Warranty X500 Extended Warranty - Year 6
1.0.	Accessories	Getac	ASOU Extended Warranty - Year 6
			B360 Basic. i5-10210U, With Webcam, Win10 x64+8GB,
			256GB PCIe SSD (main storage, user swappable), Sunlight
			Readable FHD 1400 nits+TS+Hard tip stylus, US KBD + US
			Power cord, Membrane Backlit KBD, Wifi + BT, RS232 +
1.c.1.	Fully-Rugged	Getac	VGABasic -SKU# BM21Z4BABDGX.
2.4.2.	,	50.50	B360 Premium. i5-10210U, With Windows Hello Webcam,
			Win10 x64+8GB, 256GB PCIe SSD (main storage, user
			swappable), Sunlight Readable FHD 1400 nits+TS+Hard tip
			stylus, US KBD + US Power cord, Membrane Backlit KBD,
			Wifi + BT + 4G LTE w/ integrated GPS/Glonass +
			Passthrough, RS232 + USB 3.2 Gen 2 Type-C - SKU#
1.c.2.	Fully-Rugged	Getac	BM27Z4BAB8FX
1.1.2.	i uliy-nuggeu	Getac	B360 Ultimate. i7-10710U, With Windows Hello Webcam,
			Win11 x64+16GB, 512GB PCIe SSD (main storage, user
			swappable), Sunlight Readable FHD 1400 nits+TS+
			stylus+BCR, US KBD + US Power cord, Membrane Backlit
1	Fully Burned	C-1	KBD, Wifi + BT + 4G LTE w/ integrated GPS/Glonass +
-	Fully-Rugged Accessory	Getac	Passthrough, RS232 + VGA - SKU# BM6766CAB8GX B360 Bumper to Bumper Warranty, Year 4 & 5
1.C.3.1	ACCESSORY	Idelac	pood bumper to bumper warranty, rear 4 & 5

			F110 Premium. SKU# FP2164TA1CXX- i5-1135G7, 11.6" + Webcam, Win 11 x64+16GB, 256GB PCIe SSD, Sunlight Readable FHD+TS+Digitizer, US Power Cord, Rear Camera,
l			
2.a.1	Ultra-Rugged	Getac	WiFi + BT
			Webcam, Win 10 x64+8GB, 256GB PCIe SSD, Sunlight Readable FHD+TS+stylus, US Power Cord, Rear Camera,
NO.	THODUCT CATEGORIES	MANOFACTORER	F110 Basic.SKU# FP21Z4JA1DXX - i5-1135G7, 11.6" +
ITEM NO.	PRODUCT CATEGORIES	PROPOSED MANUFACTURER	PROPOSED MODEL#
5410			
2442			
1.f.	Accessories	Getac	Extended Warranty - Bumper to Bumper Years 1 thru 5
1.e.3.	Semi or Business-Rugged	Getac	Fingerprint, WIFI+BT+4G LTE(EM7511) w/integrated GPS/Glonass+PT, Media Bay Battery (46.6Wh) (Third Battery, user swappable), RS232+VGA Port+2nd LAN(RJ45) +Thunderbolt 4 - SKU# SP5S8GQATCLI
			S410 Ultimate. S410G4 - i7-1185G7 vPro, Dual Battery (74.5Wh x 2) + Windows Hello Webcam, Win11 x64 + 64GB, 1TB PCle SSD (main storage, user swappable), Sunlight Readable(Full HD LCD+Touchscreen +Stylus), US KBD + US Power Cord, Membrane Backlit KBD +
1.e.2.	Semi or Business-Rugged	Getac	S410 Premium. S410G4 - i7-1165G7, Windows Hello Webcam, Win11 x64 + 16GB, 512GB PCIe SSD (main storage, user swappable), Sunlight Readable (LCD + Touchscreen + Stylus), US KBD + US Power Cord, Membrane Backlit KBD, WIFI+BT+4G LTE(EM7511) w/integrated GPS/Glonass+PT, Thunderbolt 4 - SKU# SP476CDASCXX
1.e.1	Semi or Business-Rugged	Getac	S410 Basic. S410G4 - i5-1135G7, (Without Webcam), Win10 x64 + 8GB, 256GB PCIe SSD (main storage, user swappable), Sunlight Readable (LCD), US KBD + US Power Cord, Membrane Backlit KBD, WIFI + BT, Thunderbolt 4 - SKU # SP2DZACASDXX
1.d.	Accessories	Getac	V110 Extended Warranty - Year Four & Five
1.c.6.	Fully-Rugged	Getac	Readable (Full HD + TS+ Digitizer), US KBD + US Power cord, Membrane Backlit KBD with Fingerprint, WIFI + BT + GPS/Glonass + 4G LTE (EM7511) + Pass-through, Hard Handle, USB Type-A x 2 + USB Type-C x 1 + SCR - SKU# VM5P7ZTAEUBA
			V110 Ultimate. V110 G6 - Intel Core i7-10610U vPro Processor, Windows Hello Webcam, Win11 PROx64+32GB, 1TB PCIe SSD (user swappable), Sunlight
1.c.5.	Fully-Rugged	Getac	V110 Premium. V110 G6 - Intel Core i5-10210U Processor, Windows Hello Webcam, Win11 PROx64+16GB, 512GB PCIe SSD (user swappable), Sunlight Readable(FHD+Touchscreen+Hard Tip stylus), US KBD + US Power cord, Membrane Backlit KBD, WIFI + BT + GPS/Glonass + 4G LTE (EM7511) + Pass-through, USB Type-A x 2 + USB Type-C x 1 + SCR - SKU# VM2P6YJABUXA
1.c.4.	Fully-Rugged	Getac	V110 Basic.V110 G6 - Intel Core i5-10210U Processor, Windows Hello Webcam, Win10 PROx64+8GB, 256GB PCIe SSD (user swappable), Sunlight Readable (FHD+Touchscreen+Hard Tip stylus), US KBD + US Power cord, Membrane Backlit KBD, WIFI + BT + GPS/Glonass + 4G LTE (EM7511) + Pass-through, USB Type-A x 2 + USB Type-C x 1 + SCR - SKU# VM2PZPJABUXA

			F110 Ultimate. SKU# FP51S6TA2CHX - i7-1185G7,
			11.6" + Webcam, Win 10 x64+32GB, 512GB PCle
			SSD, Sunlight Readable FHD+TS+Digitizer, US
			Power Cord, Rear Camera + Tablet Hard Handle,
2.a.3	3 Ultra-Rugged	Getac	WiFi+BT+4G LTE wiintegrated GPS/Glonass+PT,
			K120 Basic, SKU# KP22M4VA2KXA TAA - Intel
			Core i5-1135G7 Processor, W/ Webcam + High
			Capacity Batteries (2-pack), Win10 PROx64 + 16GB
			+ TAA, 256GB PCle SSD, Sunlight Readable FHD
		_	LCD+TS+Rear Camera+stylus, US Power cord, US
2.a.4	4 Ultra-Rugged	Getac	Keyboard Dock (wo RF Passthrough),
			K120 Premium. SKU# KP22M4VAJKXA - Intel Core
			i5-1135G7 Processor, W Webcam + High Capacity
			Batteries (2-pack), Win10 PROx64 + 16GB + TAA,
			256GB PCle SSD, Sunlight Readable FHD
2 - 5	- LIIV D	Calar	LCD+TS+Rear Camera+stylus, US Power cord, CF,
2.a.5	5 Ultra-Rugged	Getac	Canadian French Keyboard Dock (wł RF K120 Ultimate, SKU# KP2224VAJKXA - TAA - Intel
			Core i5-1135G7 Processor, W Webcam + High
			Capacity Batteries (2-pack), Win11 PROx64 + 16GB
			+ TAA, 256GB PCIe SSD, Sunlight Readable FHD
			LCD+TS+Rear Camera+stylus, US Power cord, CF,
2.a.6	6 Ultra-Rugged	Getac	Canadian French Keyboard Dock (w/ RF
2.a.t		Getac	Extended Warranty - Year Four & Five
2.0		uciac	Extended Waltarity - Teal Foul & Five
-			T800 Basic, SKU# TD98Y2DA53XB - Intel Atom
			Processor x7-28750, Win10x64+4GB, 128GB
			eMMC, Sunlight Readable
2.c.	1 Fully-Rugged	Getac	(LCD+Touchscreen+Stylus), US Power cord, 8M
2.0.	i i diiy-i laggea	Ciciac	T800 Premium. SKU# TD98Z2DA51XX - USA - Intel
			Atom Processor x7-28750, Win10x64+8GB, 128GB
			eMMC, Sunlight Readable
2.c.2	. Fully-Rugged	Getac	(LCD+Touchscreen+Stylus), US Power cord, 8M
	. Tany hagged	1	T800 Ultimate. SKU# TD98Z2GA51X8 - USA - Intel
			Atom Processor x7-28750, Win10x64+8GB, 128GB
			eMMC, US Power cord, 8M Rear Camera,
2.c.3	Fully-Rugged	Getac	Wifi+BT+4G LTE+GPS+PT, Laser Barcode
2.0.3	rally-hagged	Getac	UX10 Basic, SKU#UM2BM4JAXDLA - Intel Core i5-
			10210U Processor, Without Webcam, Win10
			PROx64 + 16GB + TAA, 256GB PCIe SSD,
			Sunlight Readable FHD LCD+TS+Hard Tip stylus,
2.c.4	Fully-Rugged	Getac	US Power Cord, WIFI + BT, RJ45, Smart Card
2.0.4	r ally-riaggea	actac	UX10 Premium. SKU# UM4B24JAXDXA - Intel Core
			i7-10510U Processor, Without Webcam, Win11
			Prox64 + 16GB + TAA, 256GB PCle SSD, Sunlight
			Readable FHD LCD+TS+Hard Tip stylus, US
2.c.5	Fully-Rugged	Getac	Power Cord, WIFI + BT, Smart Card Reader
2.0.3	r ally-riaggea	uelac	TUX10 Ultimate, SKU# UM4B24JAXDFA - Intel Core
			i7-10510U Processor, Without Webcam, Win11
			Prox64 + 16GB + TAA, 256GB PCle SSD, Sunlight
			Readable FHD LCD+TS+Hard Tip stylus, US
2.c.6	Fully-Rugged	Getac	Power Cord, WIFI + BT, USB 3.2 Gen1 Type - C,
2.0.0	r any riuggeu	G C C C C C C C C C C C C C C C C C C C	A140 Basic. SKU# AM22Z4DAXDXX - Intel Core i5-
			10210U, (No Webcam), Win10x64+8GB, 256GB
2.c.7	Fully-Rugged	Getac	PCIe SSD, SR (LCD+Touch+Stylus), US Power
2.0.7	т апу-паддеа	GRIEGO	A140 Premium. SKU# AM2254QA5BBX - Intel Core
			i5-10210U, (No Webcam), Win11x64+8GB, 256GB
			PCIe SSD, SR (Full HD IPS+Touch+stylus), US
			Power Cord, 8M Rear Camera,
امدد	Fully-Pugged	Getac	WIFI+BT+GPS/Glonass+4G
2.c.8.	Fully-Rugged	Getat:	WIFI+BT+GPS/GIONASS+4G AT4U Ultimate, SKU# AM4U66QA9BBS - Intel Core
			i7-10510U, Webcam, Win11x64+16GB, 512GB PCIe
			SSD, SR (Full HD IPS+Touch+stylus), US Power
			· · · · · · · · · · · · · · · · · · ·
			Cord, 8M Rear Camera + 1D/2D Imager barcode
امیرا	Edler Bernard	C-1	reader, WIFI+BT+GPS/Glonass+4G
2.c.9.	Fully-Rugged	Getac	LTE(EM7511)+Passthrough, Hard Handle, HF RFID
2.d.	Accessories	Getac	Extended Warranty - Year Four & Five
	Series D. 1. D. 1	N II A	N. D. J
2.e.	Semi or Business-Rugged	N/A	No Bid
2.f.	Accessories	NIA	No Bid

Group 3: Laptop and Tablet Accessories	
· · ·	PERCENT DISCOUNT
PROPOSED MANUFACTURER	OFF SRP
Getac - Warranty	10
Getac - Carry Tools	10
Getac - Keyboards	10
Getac - Power	10
Getac - Freight	10
(add additional lines as necessary)	
Group 4: Ancillary Products	
-	PERCENT DISCOUNT
PROPOSED MANUFACTURER	OFF SRP
Gamber Johnson	10
Havis	10
Getac Video Solutions	10
Infocase	10
Cradlepoint	10
Netmotion	10
TG3	10
Brother	10
Lind	10
Absolute	10
Airgain	10
(add additional lines as necessary)	
Group 5: Other Technology Products	
	PERCENT DISCOUNT
PROPOSED MANUFACTURER	OFF SRP
Getac Video Solutions	10
Keywedge BCR Utility SW	\$199 per unit for 3 Years
Keep Your HD Retention	\$99 per unit for 3 years
Group 6: Services	
PROPOSED SERVICE OFFERING	PRICE
	\$2,000
Disk Image Validation	
Disk Image Validation Disk Image Consulting	\$2200 per Day

B. Describe how your firm will notify customers of new products.

Getac Response: Along with formal marketing public releases via online media platforms, press releases, and development of marketing materials, Getac will update our website with new products with descriptions, pricing, and links to detailed specifications.

C. Describe the equipment solutions that are available that reduce the extreme heat that adversely impacts and prevents the proposed equipment from operating.

Getac Response: As a global leader in rugged IT manufacturing, each Getac device is tested to the highest temperature standard available, MIL-STD 810H. The following table is an excerpt of the testing requirements to have this MIL-STD 810H designation.

- p			
High Temperature – Storage	Seven 24 hour cycles of 33-71°C (91– 160°F) (Non-operating)	Method 501.7 Procedure I	Pass
High Temperature – Operation	72 hours constant temperature exposure 63°C (145°F) (Operating)	Method 501.7 Procedure II	Pass
High Temperature – Tactical Standby to Operational	High storage (non-operating) to high operating (test for operation) 71C(160° F) Standby, 63C(145° F) Operating	Method 501.7 Procedure III	Pass
Low Temperature – Storage Induced (Storage and Transit) C3 – Severe Cold	72 hours constant temperature exposure -51.1° C (-60° F)	Method 502.7 Procedure I	Pass
Low Temperature – Operation	72 hours constant temperature exposure -29°C (-20°F) / -31.7C (-25F) -29°C (-20°F) operating on battery mode -31.7C (-25°F) operating on AC mode	Method 502.7 Procedure II	Pass
Temperature Shock – Non-Operation	Multi-cycle shocks from constant extreme temperature; -51.1°C-93.3°C (-60° F-200° F), temperature shock non-operating, three cycles	Method 503.7 Procedure I-C	Pass

Every Getac device has a minimum Environmental Specification Temperature:

- Operating: -29°C to 63° C / 20° F to 145° F

- Storage: -51°C to 71°C / -60°F to 160°F Humidity: - 95% RH, non-condensing

See Device specification sheets for specific environmental details.

D. Submit additional information that will aid the city in evaluating your proposal. Getac Response: See Attached Specification Documents for detailed device specifications.

4.A. Method of Approach – Service Requirements

A. Provide a detailed written response to each requirement describing how the services offered will meet the Service Requirements of this solicitation for the City of Tucson and the national program. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

- 1. Policies and programs detailing your efforts in these areas.
- 2. Literature explaining your capabilities.

Getac Response: See Attached Specification Documents for detailed device specifications.

B. Describe how services will be distributed to the City of Tucson and nationwide If a manufacturer is responding and proposing resellers the manufacturer should clearly identify the services provided by the manufacturer and services provided by the reseller.

Getac Response: Due to the customized nature of a rugged product order, Getac relies on our Getac Regional Sales Managers in collaboration with a certified reseller to support the purchasing on this contract. Interested buyers may contact the Getac Sales Manager designated below or the Certified Reseller partner.



Below are a sample of current certified Getac resellers that may participate on this contract. We reserve the right to add or delete resellers to satisfy the requirements of a specific buyer.

Reseller	Location	Reseller	Location
Brite	Rochester, NY	*Mobile Rugged Computers	Mesa, AZ
Datasource Mobility	Clarksville, TN	Ramco Rugged	Los Angeles, CA
PCN Strategies	Washington D.C.	RCN	Knoxville, TN
*DuraTech USA	Sacramento, CA	Midwest Public Safety	Midwest
*SHI	North America	*USC Canterbury	Marlboro, MD
*GST	Los Angeles, CA	*Preferred Communications	Eastern United States
NWN	Boston, MA	Compar	Minnetonka, MN
Barcodes	Chicago, IL	Code 3	Mesa, AZ
Island Tech Services	Ronkonkoma, NY	Insight	North America
Cas Severn	Laurel, MD	Howard	North America
Glacier Computing	Milford, CT	CDW	North America

C. Describe the types of customer service available to agencies that use this contract:

Getac Response: Device Support - Getac employs a multi-layered support structure, at no cost to the End User that includes a Solutions Architect, Field Service Engineer, and a 3-Tier Technical Support team. In addition, Getac's 24/7 technical support is available via email at GetacSupport_US@Getac.com or by phone at +1 (866) EZ-GETAC [+1 (866) 394-3822]. All support requests via phone or email are logged in our internal ticketing system and assigned to the

appropriate resource. Escalation to product or software engineering is engaged as needed. The Getac Service Portal allows real-time tracking of hardware repairs and history. For technical support incidents, a ticket # is generated for every request and on-going and final resolution can be obtained by referring to previously assigned ticket #. Getac does not use "off-shore" technical support.

D. Will the City of Tucson and Participating Agencies be assigned a dedicated service representative and/or a dedicated service team? If a manufacturer is responding, provide a representative at the manufacturer level and for each reseller. If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?

Getac Response: Getac is prepared to provide computer equipment and the services related to supporting the equipment as prescribed by NASPO and any PA. All Getac branded equipment may be purchased through a Getac-

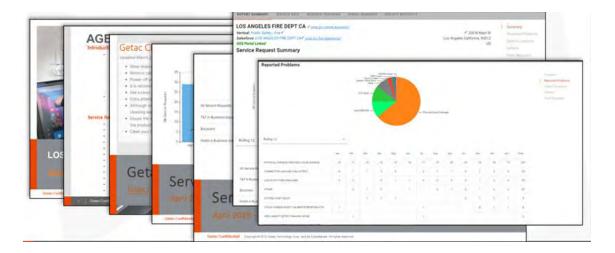
NASPO certified reseller and is covered under all applicable Getac warranty features.

a. In Service Warranty - Customer support is available by calling 1-866-394-3822 or email at Getac.Support@Getac.com. End user may initiate all in-warranty requests by logging in to the Service Portal at https://support.getac.com/Portal/SetLanguage?languageCode=us.

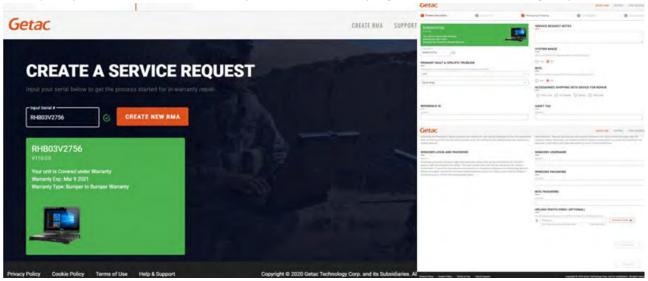
- b. Out of Warranty (OOW) Services Should a hardware problem arise requiring service for an out of warranty device our customer can follow this simple process.
- 1. Visit https://usrma.Getac.com/ and register as a new user
- 2. Once logged in, a customer will select Create Service request and Follow the prompts
- 3. Customers may generate a quote and save it to their account for 30 days
- 4. Once the quote is paid for on the Portal, an RMA is issued along with shipping labels.
- 5. All prices include time and material plus round-trip shipping
- c. Standard non-customized training Training manuals and device specific training is available to end users via the Getac Service Portal at https://support.getac.com/Portal/Page/763
- d. Installation/de-installation Service may be provided by certified Getac reseller for an additional fee.
- e. Self-Service Support For all Support issues, Getac users will have access to a free web-portal at https://support.getac.com/Portal/SetLanguage?languageCode=us. Services available at no charge include Service and Repair Requests, Drivers and Manuals, Warranty Checker, Product Registration, Order Tracking, Getac Device Diagnostic, and Getac Recovery Assistant.

As an OEM, Getac relies on our certified reseller partners to sell our products to the end user. All Getac products come with a specific warranty that will pass-through the reseller onto the End User. Throughout the purchasing lifestyle, a dedicated Regional Sales Manager (RSM) will be assigned to the end user organization based on vertical marketing and geographic location. The RSM along with the certified Getac reseller will ensure a smooth transition from procurement to installation with the end user and act as a point of contact to facilitate warranty service and maintenance support throughout the device lifecycle. The following web-based services are also available to all purchasers to facilitate warranty and maintenance services and can be found at our Service and Support page https://support.Getac.com/Portal/SetLanguage?languageCode=us.

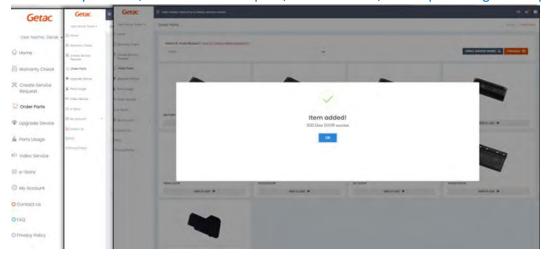
• **Getac Service Portal** – Each Getac user has access to a unique service dashboard that provides real time reporting on device health, service request performance and additional device information.



• **Service Request Portal** – Within the Getac Service Portal, each Getac user has access to a web- based service request portal to establish service requests and track the progress of the service through repair and/or replacement.



• **Self-Maintainer Site** – The Self-Maintainer site allows Getac-trained End-User IT Support to repair and/or replace commonly broken items on the devices and reduce the overall time spent in repair status. Features include Warranty Checker, Create Service Request, Video tutorials, review parts usage and replenish seed stock parts.



• Third Party Product Warranty Services – All third-party product warranty procurement processes, descriptions, and contact information will be available on a link at the NASPO/Getac website under Third Party products.

E. How are problems resolved?

Getac Response to Complaint Resolution:

Customer Complaints and Service-related Issues – Initial complaints and service-related issues are handled through Getac's Level 1 Technical Support. If an issue which requires escalation, a Getac Level 2/3 Technical Support Representative or Professional Services Manager will take over the case through resolution. An acknowledgement with appropriate follow up communication should take place throughout the research until resolution.

Response Time (pre-CV19/Post CV19) – Getac provides technical support for Getac branded product for the following hours of operations:

- Level 1 Technical Support is offered 7 days a week x 24 hours per day x 365 days a year. This would consist of basic troubleshooting, product use and service questions.
- Level 2 Technical Support is offered from 8am 6pm ET, M F, excluding holiday / Response time when escalated from Level 1 is within 4 business hours.
- Level 3 Technical Support is available from 7am 6pm PT M-F, excluding holidays / Response time when escalated from Level 2 is by next business day.

Case Management - All complaints received via email or phone call are captured in Getac's case management software and each customer contact is time stamped. Each escalation has a running time capture with escalation notification sent to all team members. This ensures the fastest response from the first available resource (Level 2/3, Prof Svc Mgr) to address the issue.

Equipment Complaints - Escalation which cannot be resolved Level 3 Technical Support are escalated to:

Field Service Engineer (FSE) - If a possible onsite visit is necessary, the FSE will take over the management of the complaint until resolution. Resolution times will vary based upon external factors.

Product Engineer - The Product Engineer may receive escalations from Level 3 Technical Support or from the FSE. Depending on the type of equipment compliant, the appropriate Product Engineer will be assigned the escalation, Electrical Engineer, Mechanical Engineer or Software Engineer. The Product Engineer works directly with Getac's Research and Design and Engineering Departments to find the appropriate resolution to the equipment compliant. Resolution times will vary based upon external factors.

Service Complaints escalation which cannot be resolved by Level 3 Technical Support or Professional Services Manager are escalated to:

Vendor Manager - Responsible for oversight of Getac's service providers and is responsible for their activity and performance. Complaints related to Repair Services are usually responded to by next business day. Resolution times will vary based upon external factors.

Service IT Manager - Responsible for the uptime of all service-related systems responds to complaints related to processing service requests for repair, Self-Maintainer part ordering, reporting and dashboard, site access. Response expected same business day. Resolution times will vary based upon external factors.

F. What response time is guaranteed when a customer service request is made?

Getac Response: Level 1 Technical Support is offered 7 days a week x 24 hours per day x 365 days a year. This would consist of basic troubleshooting, product use and service questions.

Level 2 Technical Support is offered from 8am – 6pm ET, M – F, excluding holiday / Response time when escalated from Level 1 is within 4 business hours.

Level 3 Technical Support is available from 7am – 6pm PT M-F, excluding holidays / Response time when escalated from Level 2 is by next business day.

G. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?

Getac Response: All measurements and metrics tracking of customer service program is maintained in the Customer facing portal and may be access by the Purchaser anytime.

- H. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support.

 Getac Response: Customer Complaints and Service-related Issues Initial complaints and service-related issues are handled through Getac's Level 1 Technical Support. If an issue which requires escalation, a Getac Level 2/3 Technical Support Representative or Professional Services Manager will take over the case through resolution. An acknowledgement with appropriate follow up communication should take place throughout the research until resolution.
- I. Submit additional information that will aid the city in evaluating your proposal. Getac Response: See Warranty Cards attached.
- J. What is the turnaround time for repairs? Describe the process. Are loaner products available? *Getac Response:* With the industry's best 3-Year Bumper to Bumper Warranty included with our rugged devices, Getac stands behind every tablet and laptop. Accidents can take your equipment out of service when you least expect it, especially in a rugged environment, which can cause costly equipment downtime. That is why Getac has introduced accidental damage as standard under our new Bumper-to-Bumper warranty, to help minimize your enterprise IT costs. Bumper- to-Bumper is your hassle-free guarantee, supported by the FedEx TechConnect in the US and rapid repair and return by Getac's in-house experts. That means you can depend on us to have your unit back in service within days. See warranty cards for additional warranty coverage information.

*All Getac devices come with a 3 Year Bumper to Bumper Warranty except the Semi-Rugged S410 which comes with a 3-Year Limited warranty that can be upgraded for an additional fee and the X500 which includes a 5 Year Bumper to Bumper Warranty standard.

Device Support - Getac employs a multi-layered support structure, at no cost to the End User that includes a Solutions Architect, Field Service Engineer, and a 3-Tier Technical Support team. In addition, Getac's 24/7 technical support is available via email at GetacSupport_US@Getac.com or by phone at +1 (866) EZ-GETAC [+1 (866) 394-3822]. All support requests via phone or email are logged in our internal ticketing system and assigned to the appropriate resource. Escalation to product or software engineering is engaged as needed. The Getac Service Portal allows real-time tracking of hardware repairs and history. For technical support incidents, a ticket # is generated for every request and on-going and final resolution can be obtained by referring to previously assigned ticket #. Getac does not use "off-shore" technical support.

Warranty Services Overview - Getac designed its tablets and notebooks to survive drops, shocks, rain, vibration, and more. We are confident in our quality and that is why our devices come with the best warranty in the industry. It is the peace-of-mind protection of knowing you are covered. Therefore, downtime due to product failures and associated costs of repair are greatly minimized leading to a lower total cost of ownership (TCO) than consumer devices that are not "suitable to task" for this environment. However, Getac understands accidents are inevitable in this environment. Warranty support is available 24-hrs/7 days a week, including holidays, utilizing the web- based customer portal.

For Level I/II Repairs – Getac Self-Maintainer Program empowers in house technicians to provide immediate services to defective unit for minor repairs. For Level I and Level II repairs, the Getac Self-Maintainer Program allows you to perform warranty repairs on Getac products. Instead of shipping products to Getac's US-based Repair Center, the defective part can be swapped out by your own technicians. This allows you keep possession of your products and minimize downtime. Self-Maintainer repairs include all parts, and materials at no additional cost.

Common cosmetic repairs like hatch door replacement are also included. Getac provides training for your team as part of the Self- Maintainer Program with an emphasis on parts replacement, product use and Getac's Service System processing. Upon successful completion of training, Getac supplies you an initial stock of seed parts to inventory at your location. When a repair is needed, your technician diagnoses the problem, creates an RMA in Getac's Online

LEVEL 1	LEVEL II
Door / Hatch / Dust	Keyboard Replacement
Cover Replacement	
Computer Handle	Memory Replacement
Replacement	
Battery and AC Adapter	Internal WLAN & GOBI
Replacement	Module Replacement

Service System (GSS) then removes the required part from Getac consigned inventory and repairs the unit.

To replenish the inventory, simply place the defective part in the used part box, put a copy of the RMA inside, write the RMA number on the outside of the box and return it to Getac. Upon receipt of the defective part, Getac will ship out a replacement part to you. When you receive the new part, place it into inventory for future repairs.

To ensure our high standard for repair is met, Getac has established the following qualification requirements for the Self-Maintainer Program:

- Repairs are limited to customer owned product—150-unit minimum
- Must be a current Getac USA customer in good business standing
- Must have Service and Spare Parts Agreement in place with Getac
- Must have qualified technicians on staff capable of repairing Getac products
- Must have a dedicated environment and tools appropriate to repair products
- Maintain product repair information and problem codes in the Getac Service Portal for product tracking and spare part replenishment

Level III Repairs - FedEx TechConnect Program was designed to offer fast, convenient, reliable service repairs that can be initiated 24 hours a day, 7 days a week on Getac Service Portal. With one of the lowest annual failure rates in the computer industry, Getac computers are built to survive. If one does need repair beyond the Level I & Level II Self-Maintainer program, we want to make it as convenient as possible. Getac has partnered with FedEx TechConnect, a fast, convenient, reliable service repair center located in Memphis, TN. The End-of- runway location ensures



shorter time in transit for express shipments and 3 day or less transit by FedEx Ground for most of the US.

Warranty repairs can be initiated 24 hours a day, 7 days a week on the Getac service portal. With over 1,800 FedEx Office locations nationwide, it's easy to find a convenient drop-off location to and US-based end user. Once the device is shipped to the end of runway state of the art facility, technology repair specialists, certified by Getac, provide diagnostics, repair, re-image and upgrade services with quality assurance methodologies designed to verify that everything is working properly. All Getac warranty repairs are performed by expert technicians using only Getac original production parts. Every repair comes with online three-stage tracking of the inbound

shipment to the repair center, during repair or upgrade, and the return shipment back to the designated location. With the 24/7 online monitored chain of custody, your system is always either with FedEx or you. Average repair time, excluding shipping, is 3.1 days.

K. K. Describe the warranty period of products. Submit information on your warranty programs. Getac Response: See Warranty Cards attached.

5.A. Method of Approach – Technology Requirements

Describe your website and the ease-of-use for customers to perform the following types of tasks: to search for products; to find alternate products (if a certain product is not available); to perform side-by-side price comparison to products; to order products; to order products in advance (i.e., how far in advance of required delivery date can an order be placed?); to track order status, to include backordered items; to determine when an item was received and who received it; to restrict/block the ordering of certain line items and to restrict/block the ordering of groups; to create approval paths/levels for orders, to include creating an approval path for restricted items; to create a

"favorites" list or other personalized list of frequently ordered items; to create a "shared" list for an agency to use; to obtain online customer service; to receive online training; to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders); to track their budget for purchases; to generate reports

Getac Response: See Exhibit A for Website details.

Describe additional functionality offered by your website.

Getac Response: See Exhibit A for website details.

Describe the hours your website is applicable?

Getac Response: 24/7

What are your hours of downtime, such as for system maintenance?

Getac Response: No specific downtime, however, notice on the site will be made at least 72 hours prior to system maintenance.

Does your website offer real time product availability? No. Due to the customize nature of the rugged devices offered under this RFP, each product is made to order to purchasers' desired specifications.

If volume discounts are proposed, does your website automatically offer the order size incentive? For example, if an order reaches a certain amount, is a volume discount automatically offered and, if so, how is that conveyed to the customer? No volume discounts are available. We maintain a low margin with our certified resellers to ensure "Best Value" competitive NTE pricing for all orders offered under this contract.

Describe the types of email confirmations that your website generates. What events trigger an email going to the customer? *Getac Response:* Each customer may select what type of email events trigger an email on their private customer portal.

Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process? *Getac Response:* Due to the complexity of device ordering, Getac does not have an online order process. A customer is directed to contact the appropriate sales representative based on geography and the sales member will create the order.

Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields), etc. *Getac Response*: At this time the functionality does not exist, but we are open to providing specific site customizations based on agency needs.

Describe the types of online reporting that are available. Is customized reporting available? *Getac Response:* After initial purchase, detailed customizable reporting is available to the customer on the unique customer portal website.

Describe your online return process (if available). As a rugged OEM that provides custom designed rugged products made to end user specifications, general returns are not accepted. In the highly unlikely event that a device arrives "Dead on Arrival" (DOA) to the customer, a replacement will be shipped to the customer at no additional cost.

Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? *Getac Response:* No.

Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc. *Getac Response:* This will be newly designed website for OMNIA and Getac is eager to design website to meet robust requirements.

6. Method of Approach - Reporting Requirements

Contractor shall provide and supply customized usage reports upon request from the City of Tucson or any Participating Agency. At a minimum, the reports shall include the item number, item description, manufacturer number, total quantity ordered, number of orders and total spend for the requested time period. At a minimum, the City of Tucson requires an annual report within 30 calendar days of each contract years end date. *Getac Response:* Getac acknowledges and accepts the terms of Section 6. Reporting Requirements.

7. Price Proposal

- A. Provide price proposal as requested on the Price Page attached herein. *Getac Response: See Price Proposal Page*
- B. Provide details of and propose more aggressive pricing for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. *Getac Response*: No more aggressive pricing strategies are proposed.
- C. Describe any government rebate programs that are offered. Getac Response: N/A
- D. Provide information on any ordering methods such as electronic ordering or payment via pCard or EFT or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount. *Getac Response:* N/A
- E. The City anticipates new products within the categories described herein will be automatically available to Participating Public Agencies at the same proposed pricing methodology indicated above. If new products become available and will not be offered at the same pricing methodology describe the proposed verifiable pricing formula or guaranteed discount matrix for new products introduced. *Getac Response:* Getac does not intend on introducing new products that do not fall within the proposed pricing methodology.

8. Qualifications & Experience

A. Provide a brief history and description of your firm.

Getac Response: Getac is part of the MiTAC-Synnex Group, a multinational business group established in 1945. Its scope of businesses covers the computer, consumer electronics with more than \$40B of consolidated sales.

Founded in 1989, Getac Technology Corporation is one of the largest rugged device Original Equipment Manufacturing (OEM) company in the world and consistently leads the industry in innovation, technology and design of rugged laptops and tablets.

Getac's primary goal is to offer a solution that streamlines productivity and withstands the rigors of the harshest working environments. Getac currently employs over 9000+ people across 20 global operation sites whose sole focus is on mobile rugged solutions.



EXPERIENCE

As a global leader in rugged mobile laptops and tablets, Getac has led innovation and technological advances in rugged device manufacturing for over 30 years. Getac has over 250 full-time engineers dedicated to finding solutions to real life problems.

- B. Offeror is a reseller, provide proof your firm is an authorized reseller. Getac Response: N/A
- C. Provide a summarization of your experience in performing work similar to that outlined in this solicitation. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number and email address). References from other public agencies, particularly municipal governments, with similar environmental conditions as the City of Tucson are preferred. *Getac Response:* See exhibit A for 10 current public sector references.
- D. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference. *Getac Response:*

NAME:	Maria Gutierrez
TELEPHONE #:	949-247-4114
EMAIL ADDRESS:	Contract.administrator_us@getac.com

Maria Gutierrez (OMNIA Primary Representative/Master Agreement Manager) – Maria was chosen by the Director of Product Solutions Division because of her 10+ years' experience supporting the large state and education multi-agency IDIQs and as manager for various teams. Maria's persistence, passion and commitment can be seen in her day-to-day activities and will ensure that OMNIA Master Agreement

Administrator, participating states and procuring entities that reach out to her for assistance receive an immediate response and resolution to their satisfaction.

GETAC is committed to ensuring that the OMNIA Master Agreement Administrator, participating states, all State and agency procurement officials, Directors and procuring agencies have the Senior experienced Master Agreement Manager assigned to maintain and ensuring contract compliance requirements and satisfaction. Maria has spent over fifteen years in the industry supporting Federal, State, Education and Government, working in many different facets through her career learning the industry operations from beginning to end, providing her the ability to have the knowledge, leadership, and problem-solving skills to quickly resolve any issue that may arise. Maria currently manages 5 State Government contracts with national and local reach and continues to learn from the best teachers and mentors in the industry, State Procurement officials and will learn more about OMNA through supporting the contract and attending the OMNIA event each year.

□ N/A

J. VENDOR QUESTIONNAIRE J.1. Discounts As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by ____0____%, if payment is made within _N/A_____ days. These payment terms shall apply to all purchases and to all payment methods. J.2. City of Tucson Business License Does your firm have a City of Tucson Business License? No If yes, please provide a copy of your City of Tucson Business license in the next question. **City of Tucson Business License** If yes on the above question, please upload your business license. J.3. Credit Card Payment Will payment be accepted via commercial credit card? X□ Yes □ No If yes, can commercial payment(s) be made online? ☐ Yes X□ No □ N/A Will a third party be processing the commercial credit card payment(s)? ☐ Yes X□ No □ N/A If yes, indicate the flat fee per transaction \$ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules). If "no" to above, will consideration be given to accept the card? ☐ Yes □ No

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

			For clarificati	ion of this offer, contact:	
Getac, Inc.			_{Name:} Tan	nmy Tubbs	
Company Name					
	Canyon Drive. Suite	350	Title: Cont	ract Manager	
Address					
Irvine	CA	92618	Phone: 949	0.217.8939	
	cusigned by: State	Zip	Fax [.]		
Signature of Pers	Son Authorized to Sign		· G/A:		
			E-mail: tam	nmy.tubbs@getac.c	om
Printed Name					
Hsin-Jung Lu					
Title					
	ereby accepted. The Co Contract shall be referr		nd to sell the	– materials or services :	specified in the
CITY OF TUC	SON, a municipal corp	oration			
Approved as to	o form:		Awarded:		
This	_day of	20	This	day of	20
			A D:		
As Tucson Ci personally	ity Attorney and not p	ersonally	As Directo	or of Business Servi	ices and not





- 14" FHD / HD LumiBond® display with Getac sunlight readable technology for unprecedented viewing experience
- Dual battery design with LifeSupport™ battery swappable technology
- Enhanced security with TPM 2.0, RFID/NFC and fingerprint scanner
- Optional 1D/2D imager barcode reader and RFID
- Multi-function hard handle, hand straps and shoulder straps and slim-profile vehicle dock for maximum mobile productivity















SPECIFICATIONS

Operating System	Windows 10 Pro Windows 11 Pro
Mobile Computing Platform	Intel® Core™ i5-10210U Processor 1.6GHz
	Max. 4.2GHz with Intel® Turbo Boost Technology - 6MB Intel® Smart Cache
	Platform options:
	Intel® Core™ i5-10310U, vPro Processor 1.7GHz Max. 4.4GHz with Intel® Turbo Boost Technology
	- 6MB Intel® Smart Cache
	Intel® Core™ i7-10510U Processor 1.8GHz
	Max. 4.9GHz with Intel® Turbo Boost Technology - 8MB Intel® Smart Cache
	Intel® Core™ i7-10610U vPro Processor 1.8GHz
	Max. 4.9GHz with Intel® Turbo Boost Technology
	- 8MB Intel [®] Smart Cache
VGA Controller	Intel® UHD Graphics
Display	14" TFT LCD HD (1366 x 768)
	Protection film
	1,000 nits LumiBond® display with Getac sunlight readable
	technology Capacitive multi-touch screen
	Optional: 14" IPS TFT LCD FHD (1920 x 1080)
	800nits LumiBond® display with Getac sunlight readabl
	technology and capacitive multi-touch screen
Storage & Memory	8GB DDR4
Diorago a momory	Optional: 16GB / 32GB DDR4
	256GB PCIe NVMe SSD
	Optional: 512GB / 1TB PCIe NVMe SSD
Keyboard	Power button
	7 tablet programmable buttons
Pointing Device	Touchscreen
	- Capacitive multi-touch screen



Expansion Slots Optional: 1D/2D imager barcode reader

Optional: Serial port, or HF RFID, or Fingerprint scanner, or HF

RFID + Fingerprint scanner

I/O Interface Audio in/out combo x 1

DC in Jack x 1 USB 2.0 x 1

USB 3.2 Gen 2 Type-A x 1 USB 3.2 Gen 1 Type-C x 1

HDMI 1.4 x 1 LAN(RJ45) x 1 Docking connector x 1 Optional: FHD webcam x 1

Optional: SIM card slot x 1 (Micro-SIM, 3FF)

Optional: RF antenna pass-through for GPS, WWAN and

WLAN

Optional: 8M pixels auto focus rear camera x 1

Communication Interface 10/100/1000 base-T Ethernet x 1

Intel[®] Wi-Fi 6 AX201, 802.11ax

Bluetooth (v5.2)

Optional: Dedicated GPS "

Optional: 4G LTE mobile broadband iii

Security Feature TPM 2.0

Kensington lock Optional: HF RFID

Optional: Fingerprint reader

Smart card reader

Power AC adapter (65W, 100-240VAC, 50/60Hz)

Li-ion battery (10.8V,typical 3220mAh;min.3120mAh) x 2

LifeSupport™ battery swappable technology

Dimension 369 x 248 x 32.5mm (14.58" x 9.76" x 1.279")

2.3kg (5.07lbs) iv

Rugged Feature MIL-STD-810H certified

IP65 certified

MIL-STD-461G certified ^v

Vibration & 4ft (1.2m) drop resistant vi Optional: ANSI / ISA 121201 xi

Environmental Specification Temperature vii:

- Operating: -29°C to 63°C / -20°F to 145°F

- Storage: -51°C to 71°C / -60°F to 160°F

Humidity:

- 95% RH , non-condensing

Pre-installed Software Getac Utility

Getac Camera
Getac Geolocation
Getac Barcode Manager viii
Optional: Absolute Persistence®

Optional software Getac Driving Safety Utility

Getac KeyWedge Barcode Reader Utility Getac Device Monitoring System (GDMS)

Getac VGPS Utility ix

Accessories Battery (10.8V, typical 3220mAh; min. 3120mAh)

AC adapter (65W, 100-240VAC) Capacitive stylus with tether

Optional:

Carry bag

Battery (10.8V, typical 3220mAh; min. 3120mAh)

Multi-Bay charger (Dual-Bay) Multi-Bay charger (Eight-Bay) AC adapter (65W, 100-240VAC)

Office dock AC adapter (90W, 100-240VAC) MIL-STD-461 AC adapter (90W, 100-240VAC) DC-DC vehicle adapter (120W, 11-32VDC)

Capacitive stylus with tether

Protection film

Rotating hand strap with kickstand

Rubber hand strap Shoulder strap (2-point)

Shoulder harness (4-point; handsfree)

Vehicle cradle ^x Vehicle dock ^x Office dock

100W Type-C adapter Getac rugged keyboard

Bumper-to-Bumper Warranty

Accidents can take your equipment out of service when you least expect it, especially in a rugged environment, which can cause costly equipment downtime.

That is why Getac has introduced accidental damage as standard under our Bumper-to-Bumper warranty, to help minimize your enterprise IT costs.

Bumper-to-Bumper is your hassle-free guarantee. That means you can depend on us to have your unit back in service within days.

Standard

3 years Bumper-to-Bumper

I. Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.



- II. Supports GPS and Glonass.
- III. Units with 4G LTE option comes with an embedded SIM card slot.
- IV. Weight varies from configurations and optional accessories..
- V. MIL-STD-461 90W AC adapter sold separately.
- VI. Drop test results vary from configurations and optional accessories.
- VII. Tested by an independent third-party test lab following MIL-STD-810H.
- VIII. Available when barcode reader option is selected.
- IX. Models require either embedded or standalone GPS module.
- X. Gamber Johnson and Havis vehicle docks are e-mark certified.
- XI. Available with limited configurations and environment conditions.

Information provided herewith is for reference only, available specification shall be subjected to quotation by request.

	Vehicle Dock	Office Dock
Serial Port	1	1
External VGA	1	-
Display Port	-	1
Microphone	1	1
Audio Output	1	1
DC in Jack	1	1
USB	4	3
LAN	1	1
HDMI 1.4	1	1
RF Antenna Connector	3 (WWAN, WLAN, GPS)	-
Printer Port	-	1

Getac USA

15495 Sand Canyon Ave. Suite 350 Irvine, CA 92618 Tel : 949-681-2900

GetacSales_US@getac.com I www.getac.com/us/

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Information provided herewith is for reference only,

available specification shall be subjected to quotation by request.







- MIL-STD 810H, 6ft operating drop rating, IP66 certified, and optional salt fog resistant
- 10th Generation Intel® Core™ Processor
- 13.3" FHD LumiBond® display with Getac sunlight readable technology (1,400 nits) and capacitive touchscreen
- Enhanced enterprise security with optional dual user replaceable storage, Windows Hello faceauthentication camera, integrated 1D/2D imager barcode reader and multi-factor authentication options
- LifeSupport™ battery swappable technology















SPECIFICATIONS

Operating System	Windows 10 Pro
	Windows 11 Pro

Mobile Computing Platform	Intel® Core™ i5-10210U Processor 1.6GHz
	Max. 4.2GHz with Intel® Turbo Boost Technology
	- 6MB Intel® Smart Cache

Platform options: Intel® Core™ i5-10310U vPro™ Processor 1.7GHz Max. 4.4GHz with Intel® Turbo Boost Technology

- 6MB Intel® Smart Cache

Intel® Core™ i7-10510U Processor 1.8GHz
Max. 4.9GHz with Intel® Turbo Boost Technology
- 8MB Intel® Smart Cache

Intel® Core™ i7-10610U vPro™ Processor 1.8GHz Max. 4.9GHz with Intel® Turbo Boost Technology

- 8MB Intel® Smart Cache

Intel® Core™ i7-10710U Processor 1.1GHz
Max. 4.7GHz with Intel® Turbo Boost Technology
12MB Intel® Smart Cache

VGA Controller	Intel® UHD Graphics

Display 13.3" IPS TFT LCD FHD (1920 x 1080) Protection film

1,400 nits LumiBond® display with Getac sunlight readable technology

Capacitive multi-touch screen

Storage & Memory 8GB DDR4

Optional: 16GB / 32GB / 64GB DDR4

256GB PCIe NVMe SSD

Optional: 512GB / 1TB PCle NVMe SSD

Optional 2nd storage ⁱ: 256GB / 512GB / 1TB SATA SSD

Keyboard

LED backlit membrane keyboard

Optional: LED backlit rubber keyboard

Pointing Device

Touchscreen
- Capacitive multi-touch screen
Touchpad

- Touchpad with two buttons

Expansion Slots	Smart card reader x 1 Optional: 1D / 2D imager barcode reader		
I/O Interface	FHD webcam x 1 Audio in/out combo x 1 DC in Jack x 1 PowerShare USB 2.0 x 1 USB 3.2 Gen 2 Type-A x 2 LAN (RJ45) x 1 HDMI 1.4 x 1 Docking connector x 1 Optional: SIM card slot x 1 (Mini-SIM, 2FF)		
	Optional: Windows Hello face-authentication camera (front-facing) x 1 Optional: RF antenna pass-through for GPS, WWAN and WLAN Configurable I/O options ii: 1. Serial port (9-pin; D-sub) x 1 + External VGA (15-pin; D-sub) x 1		
	2. Serial port (9-pin; D-sub) x 1 + USB 3.2 Gen 2 Type-C x 1 3. Serial port (9-pin; D-sub) x 1 + Display port x 1 4. Serial port (9-pin; D-sub) x 1 + External VGA (15-pin; D-sub) x 1 + 2nd LAN (RJ45) x 1 5. Serial port (9-pin; D-sub) x 1 + Display Port x 1 + 2nd LAN (RJ45) x 1		
Communication Interface	10 / 100 / 1000 base-T Ethernet Intel® Wi-Fi 6 AX200, 802.11ax Bluetooth (v5.2) ⁱⁱⁱ Optional: Dedicated GPS ^{iv} Optional: 4G LTE mobile broadband with integrated GPS ^{iv,v}		
Security Features	TPM 2.0 Kensington lock Optional: Fingerprint reader ^{xi} Optional: HF RFID reader ^{vi, xi} Smart card reader		
Power	AC adapter (90W, 100-240VAC, 50/60Hz) Li-ion battery (11.1V, typical 2100mAh; min. 2040mAh) x 2 LifeSupport™ battery swappable technology		
Dimension (W x D x H) & Weigh 342 x 281 x 34.9 mm (13.46" x 11.06" x 1.37") 2.32kg (5.11lbs) vii			

Rugged Feature MIL-STD-810H certified

IP66 certified

MIL-STD-461G certified viii

Vibration & 6ft (1.8m) drop resistant

Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division

2, Groups A, B, C, D) xiv Optional: Salt fog certified

Environmental Specification

Temperature ix:

- Operating: -29°C to 63° C / -20°F to 145° F

- Storage: -51°C to 71°C / -60°F to 160°F

Humidity:

- 95% RH, non-condensing

Pre-installed software

Getac Utility

Getac Geolocation

Getac Barcode Manager ix

Optional: Absolute Persistence®

Optional software

Getac Driving Safety Utility

Getac KeyWedge Barcode Reader Utility

Getac Device Monitoring System (GDMS)

Getac VGPS Utility xii

Accessories

Battery (11.1V, typical 2100mAh; min. 2040mAh)

AC adapter (90W, 100-240VAC) Capacitive stylus with tether

Optional:

Backpack

Battery (11.1V, typical 2100mAh; min. 2040mAh)

Multi-Bay charger (Dual-Bay) Multi-Bay charger (Eight-Bay)

AC adapter (90W, 100-240VAC)

Office dock AC adapter (120W, 100-240VAC)

MIL-STD-461 AC adapter (90W, 100-240VAC)

DC-DC vehicle adapter (120W, 11-32VDC)

Capacitive stylus with tether

Protection film

Vehicle cradle xiii

Vehicle dock xiii

Office dock

Spare SSD kit

100W Type-C adapter

Bumper-to-Bumper warranty

Accidents can take your equipment out of service when you least expect it, especially in a rugged environment, which can cause costly equipment downtime.

That is why Getac has introduced accidental damage as standard under our Bumper-to-Bumper warranty, to help minimize your enterprise IT costs.

Bumper-to-Bumper is your hassle-free guarantee. That means you can depend on us to have your unit back in service within days.

Standard

3 years Bumper-to-Bumper

- I. Second storage is optional and will be fitted with a removable cover when not chosen at point of purchase.
- II. External VGA, USB 3.2 Gen 1 Type-C port and Display port are mutually exclusive.
- III. Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.
- IV. Dedicated GPS is mutually exclusive with 4G LTE mobile broadband.
- V. Units with 4G LTE option comes with an embedded SIM card slot.
- VI. HF(13.56MHz) combo HF RFID/NFC reader (iClass, HID Prox , ISO 15693, 14443 A/B, Mifare, and FeliCa™ compliant).
- VII. Weight and dimensions vary from configurations and optional accessories.
- VIII. MIL-STD-461 90W AC adapter sold separately.
- IX. Tested by an independent third-party test lab following MIL-STD-810H.
- X. Available when barcode reader option is selected.
- XI. Fingerprint reader and HF RFID reader are mutually exclusive.
- XII. Models require either embedded or standalone GPS module.
- XIII. Gamber Johnson and Havis vehicle docks are e-mark certified.
- XIV. Available with limited configurations and environment conditions.

Information provided herewith is for reference only, available specification shall be subjected to quotation by request.

	Vehicle Dock	Office Dock
Serial Port	2	2
External VGA	1	1
Microphone	1	1
Audio Output	1	1
DC in Jack	1	1
USB	6	5
LAN	2	2
HDMI 1.3	1	1
RF Antenna Connector	3 (GPS, WWAN, WLAN)	-

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available specification shall be subjected to quotation by request.









- 11th Generation Intel® Core™ i7 / i5 vPro™ Processor
- Thunderbolt™ 4 brings lightning speed and performance
- Enhanced enterprise security with optional Intel[®] vPro[™], Windows Hello face-authentication camera,
 TPM 2.0 and many more multi-factor authentication options
- Configurable options to fit diverse data collection needs: Optional 1D/2D imager barcode reader / USB 2.0 port / Serial port + LAN port (RJ45)
- LifeSupport™ battery swappable technology













SPECIFICATIONS

Operating System	Windows 10 Pro
	Windows 11 Pro

Mobile Computing Platform Options	Intel® Core™ i5-1135G7 Processor
	Max. 4.2GHz with Intel® Turbo Boost Technology
	- 8MB Intel® Smart Cache

Platform options:

Intel® Core™ i5-1145G7 vPro™ Processor

Max. 4.4GHz with Intel® Turbo Boost Technology

- 8MB Intel® Smart Cache

Intel® Core™ i7-1165G7 Processor

Max. 4.7GHz with Intel® Turbo Boost Technology

Intel® Core™ i7-1185G7 vPro™ Processor
Max. 4.8GHz with Intel® Turbo Boost Technology

- 12MB Intel® Smart Cache

- 12MB Intel® Smart Cache

VGA Controller	Intel [®] UHD Graphics	
Display	11.6" IPS TFT LCD FHD (1920 x 1080) Protection film 1,000 nits LumiBond® display with Getac sunlight readable technology Capacitive multi-touch screen	
Storage & Memory	8GB DDR4 Optional: 16GB / 32GB DDR4 256GB PCIe NVMe SSD Optional: 512GB / 1TB / 2TB PCIe NVMe SSD	

	256GB PCIe NVMe SSD
	Optional: 512GB / 1TB / 2TB PCle NVMe SSD
Keyboard	Power button
	4 tablet programmable buttons
Pointing Device	Touchscreen
	- Capacitive multi-touch screen
	- Optional: Dual mode touchscreen (multi-touch and digitizer)

Expansion Slots Optional: Smart card reader

Optional: 1D/2D imager barcode reader, or USB 2.0 port, or

serial port + LAN (RJ45) i

Optional ": HF RFID Reader, or Fingerprint Reader

I/O Interface FHD webcam x 1 ⁱⁱⁱ

8M pixels auto focus rear camera x 1

Audio in/out combo x 1

DC in Jack x 1

Thunderbolt™ 4 Type-C x 1 USB 3.2 Gen 2 Type-A x 1 Docking connector x 1

Optional: SIM card slot x 1 (Micro-SIM, 3FF)

Optional: Windows Hello face-authentication camera (front-

facing) x 1 iii

Optional: RF antenna pass-through for GPS, WWAN and

WLAN

Communication Interface Intel® Wi-Fi 6 AX201, 802.11ax

Bluetooth (v5.2) iv Optional: Dedicated GPS

Optional: 4G LTE mobile broadband with integrated GPS $^{\rm v}$ Optional: 10/100/1000 base-T Ethernet $^{\rm i}$ (Occupies expansion

slot)

Security Features TPM 2.0

Kensington lock

Optional: Intel® vPro™ Technology

Optional: Windows Hello face-authentication camera (front-

facing) "

Optional: HF RFID Reader vi, ii, or Smart Card Reader, or

Fingerprint Reader "

Power AC adapter (90W,100-240VAC, 50/60Hz)

Li-ion battery (11.4V,typical 2680mAh;min. 2640mAh) x 2

LifeSupport™ battery swappable technology

Optional: High capacity Li-ion battery (11.1V, typical

4200mAh; min.4080mAh) x 2

Dimension (W x D x H) & Weigh 314 x 207 x 25mm (12.4" x 8.15" x 0.98")

1.52kg (3.35lbs) vii

Rugged Features MIL-STD-810H certified

IP66 certified

MIL-STD-461G certified viii

Vibration & 6ft (1.8m) drop resistant

Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division

2, Groups A, B, C, D) ix

Environmental Specifications

Temperature *:

- Operating: -29°C to 63°C / -20°F to 145°F

- Storage: -51°C to 71°C / -60°F to 160°F

Humidity:

- 95% RH, non-condensing

Pre-installed software

Getac Utility

Getac Camera Getac Geolocation

Getac Barcode Manager xi

Optional: Absolute Persistence®

Optional software

Getac Driving Safety Utility

Getac KeyWedge Barcode Reader Utility

Getac Device Monitoring System (GDMS)^{xii}

Getac VGPS Utility xiii

Accessories

Battery (11.4V, typical 2680mAh; min. 2640mAh)

AC adapter (90W, 100-240VAC, 50 / 60Hz)

Capacitive stylus with tether

Optional:

Carry bag

Battery (11.4V, typical 2680mAh; min. 2640mAh)

High capacity Li-ion battery (11.1V, typical 4200mAh;

min.4080mAh)

Multi-Bay charger (Dual-Bay)

Multi-Bay charger (Eight-Bay)

AC adapter (90W, 100-240VAC, 50 / 60Hz)

Office dock AC adapter (90W, 100-240VAC)

MIL-STD-461 AC adapter (90W, 100-240VAC)

DC-DC vehicle adapter (120W, 11-32VDC)

Digitizer pen

Capacitive stylus with tether

Protection film

Hard handle

Hand strap

Shoulder strap (2-point)

Shoulder harness (4-point; handsfree)

Detachable keyboard

Vehicle cradle xiv

Vehicle dock xiv

Office dock

Spare SSD kit

100W Type-C adapter

Getac rugged keyboard

Bumper-to-Bumper warranty

Accidents can take your equipment out of service when you least expect it, especially in a rugged environment, which can cause costly equipment downtime.

That is why Getac has introduced accidental damage as standard under our Bumper-to-Bumper warranty, to help minimize your enterprise IT costs. Bumper-to-Bumper is your hassle-free guarantee.

That means you can depend on us to have your unit back in service within days.

Standard

3 years Bumper-to-Bumper

- I. 1D/2D imager barcode reader, or USB (USB 2.0) port, or Serial port + LAN are mutually exclusive options.
- II. HF RFID reader and fingerprint reader are mutually exclusive options.
- III. FHD webcam and optional Windows Hello face-authentication camera (front-facing) are mutually exclusive options.
- IV. Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.
- V. Units with 4G LTE option comes with an embedded SIM card slot.
- VI. 13.56MHz HF RFID reader (ISO 15693, 14443 A/B, Mifare and FeliCa™ compliant).
- VII. Weight and dimensions vary from configurations and optional accessories; optional high-capacity batteries add approx. 6mm (H), 0.24kg.
- VIII. MIL-STD-461 90W AC adapter sold separately.
- IX. Available with limited configurations and environment conditions.
- X. Tested by an independent third-party test lab following MIL-STD-810H.
- XI. Available when barcode reader option is selected.
- XII. Only compatible with Windows 10.
- XIII. Models require either embedded or standalone GPS module.
- XIV. Gamber Johnson and Havis vehicle docks are e-mark certified.

Information provided herewith is for reference only, available specification shall be subjected to quotation by request.

	Vehicle Dock	Office Dock
Serial Port	2	2
External VGA	1	1
Microphone	1	1
Audio Output	1	1
DC in Jack	1	1
USB	4	4
LAN	1	1
HDMI	1	1
RF Antenna Connector	3 (WWAN, WLAN, GPS)	-

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available specification shall be subjected to quotation by request.







- 11th Generation Intel® Core™ i7 / i5 vPro™ Processor
- 12.5" FHD LumiBond® display with Getac sunlight readable technology (1,200 nits) and capacitive touchscreen
- Enhanced enterprise security with optional Intel vPro, Windows Hello face-authentication camera, and multi-factor authentication options
- Multi-mode usage streamlined by extensive accessory selections
- LifeSupport™ battery swappable technology
- Thunderbolt™ 4 brings lightning speed and performance











SPECIFICATIONS

Operating System	Windows 10 Pro Windows 11 Pro
Mobile Computing Platform	Intel® Core™ i5-1135G7 Processor Max. 4.2GHz with Intel® Turbo Boost Technology - 8MB Intel® Smart Cache
	Platform options: Intel® Core™ i5-1145G7 vPro™ Processor Max. 4.4GHz with Intel® Turbo Boost Technology - 8MB Intel® Smart Cache
	Intel® Core™ i7-1165G7 Processor Max. 4.7GHz with Intel® Turbo Boost Technology - 12MB Intel® Smart Cache
	Intel® Core™ i7-1185G7 vPro™ Processor Max. 4.8GHz with Intel® Turbo Boost Technology - 12MB Intel® Smart Cache
VGA Controller	Intel [®] Iris [®] X ^e Graphics ^{xv}
Display	12.5" IPS TFT LCD FHD (1920 x 1080) Protection film 1,200 nits LumiBond® display with Getac sunlight readable technology Capacitive multi-touch screen
Storage & Memory	16GB DDR4 Optional: 32GB / 64GB DDR4 256GB PCIe NVMe SSD
Keyboard	Optional: 512GB / 1TB / 2TB PCIe NVMe SSD Power button 5 tablet programmable buttons
Pointing Device	Touchscreen - Capacitive multi-touch screen - Optional: Dual mode touchscreen (multi-touch and digitizer)
Expansion Slots	Optional: 1D/2D imager barcode reader Optional: Serial port (9-pin; D-sub), or USB 2.0 port



I/O Interfaces

Tablet

FHD webcam x 1 i

8M pixels auto focus rear camera x 1

Audio in/out combo x 1

DC in Jack x 1

USB 3.2 Gen 2 Type-A x 1

Thunderbolt™ 4 x 1

LAN (RJ-45) x 1

HDMI 2.0 x 1

Docking connector x 2

Optional: SIM card slot x 1 (Micro-SIM, 3FF)

Optional: Windows Hello face-authentication camera (front-

facing) x 1 i

Optional: RF antenna pass-through for GPS, WWAN and

WLAN

Optional keyboard dock:

DC in Jack x 1

USB 3.2 Gen 1 Type-A x 3

LAN (RJ45) x 1

HDMI 2.0 x 1

Display port 1.2 x 1

Serial port (9-pin; D-sub) x 1

Optional: RF antenna pass-through for GPS, WWAN and

WLAN

Communication Interface

10/100/1000 base-T Ethernet

Intel® Wi-Fi 6 AX201, 802.11ax

Bluetooth (v5.2) "

Optional: Dedicated GPS iii

Optional: 4G LTE mobile broadband with integrated GPS iii, iv

Security Features

TPM 2.0

Kensington lock

Optional: Intel® vPro™ Technology

Optional: Smart card reader or HF RFID reader $^{\text{v, vi}}$ or

Fingerprint reader vii

Power

AC adapter (90W, 100-240VAC, 50/60Hz)

Li-ion battery (11.1V, typical 2100mAh; min. 2040mAh) x 2

LifeSupport™ battery swappable technology

Optional: High capacity Li-ion battery (14.4V, typical

3450mAh; min. 3300mAh) x 2

Dimension (W x D x H) & Weight

Tablet

329.5 x 238 x 24mm (12.97" x 9.37" x 0.94")

1.7kg (3.75lbs) viii

Tablet + Optional keyboard dock:

340.5 x 307.5 x 47mm (13.40" x 12.10" x 1.85")

3.13kg (6.9lbs) viii

Rugged Features MIL-STD-810H certified

IP66 certified

MIL-STD-461G certified ix

Vibration & 6ft (1.8m) drop-resistant ^x

Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division

2, Groups A, B, C, D) xi

Environmental Specifications Temperature xii:

- Operating: -29°C to 63° C / -20°F to 145° F

- Storage: -51°C to 71°C / -60°F to 160°F

Humidity:

- 95% RH, non-condensing

Pre-installed software Getac Utility

Getac Camera Getac Geolocation Getac Barcode Manager xiii

Optional: Absolute Persistence®

Optional software Getac Driving Safety Utility

Getac KeyWedge Barcode Reader Utility Getac Device Monitoring System (GDMS)^{xvi}

Getac VGPS Utility xviii

Accessories

Battery (11.1V, typical 2100mAh; min. 2040mAh)

AC adapter (90W, 100-240VAC) Capacitive stylus with tether

Optional:

Carry bag

Battery (11.1V, typical 2100mAh; min. 2040mAh)

High capacity Li-ion battery (14.4V, typical 3450mAh; min.

3300mAh)

Multi-Bay charger (Dual-Bay)

Multi-Bay charger (Eight-Bay)

AC adapter (90W, 100-240VAC)

Office dock AC adapter (120W, 100-240VAC)

MIL-STD-461 AC adapter (90W, 100-240VAC)

DC-DC vehicle adapter (120W, 11-32VDC)

Digitizer pen

Capacitive stylus with tether

Protection film

Hard handle

Rotating hand strap with kickstand

Shoulder strap (2-point)

Shoulder harness (4-point; handsfree)

Detachable keyboard

Vehicle cradle xviii

Keyboard dock

Vehicle dock xiv, xviii

Office dock

Spare SSD kit

100W Type-C adapter

Getac rugged keyboard

Bumper-to-Bumper Warranty

Accidents can take your equipment out of service when you least expect it, especially in a rugged environment, which can cause costly equipment downtime.

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Bumper-to-Bumper is your hassle-free guarantee. That means you can depend on us to have your unit back in service within days.

Standard

3 years Bumper-to-Bumper

- I. FHD webcam and optional Windows Hello face-authentication camera (front-facing) are mutually exclusive options.
- II. Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.
- III. Dedicated GPS is mutually exclusive with 4G LTE mobile broadband. Supports GPS and Glonass.
- IV. Units with 4G LTE option comes with an embedded SIM card slot.
- V. 13.56MHz HF RFID/NFC reader (ISO 15693, 14443 A/B, Mifare and FeliCa™ compliant).
- VI. LF/HF RFID reader option is not Energy Star 8.0 compliant.
- VII. Smart card reader, HF RFID reader and Fingerprint scanner are mutually exclusive options.
- VIII. Weight and dimensions vary from configurations and optional accessories; optional high capacity batteries add approx. 11mm (H), 0.20kg.
- IX. MIL-STD-461 90W AC adapter sold separately.



- X. Drop test results vary from configurations and optional accessories.
- XI. Available with limited configurations and environment conditions.
- XII. Tested by an independent third-party test lab following MIL-STD-810H.
- XIII. Available when barcode reader option is selected.
- XIV. Available for laptop and tablet mode.
- XV. Units equipped with dual channel memory come with Intel® Iris® Xe Graphics.
- XVI. Only compatible with Windows 10.
- XVII. Models require either embedded or standalone GPS module.
- XVIII. Gamber Johnson and Havis vehicle docks are e-mark certified.

Information provided herewith is for reference only, available specification shall be subjected to quotation by request.

	Vehicle Dock for Tablet Mode	Vehicle Dock for Laptop Mode	Office Dock for Tablet Mode	Office Dock for Laptop Mode
Serial Port	1	1	1	1
VGA	1	1	1	1
Microphone	-	-	1	1
Audio Output	-	-	1	1
DC in Jack	1	1	1	1
USB	USB 2.0 x 3 USB 3.2 Gen 1 x 3	USB 2.0 x 3 USB 3.2 Gen 1 x 3	USB 2.0 x 2 USB 3.2 Gen 1 x 3	USB 2.0 x 2 USB 3.2 Gen 1 x 3
LAN	2	2	2	2
HDMI 2.0	1	1	1	1
RF Antenna Connector	3 (WWAN, WLAN, GPS)	3 (WWAN, WLAN, GPS)	-	-
Kensington Lock	1	1	1	1

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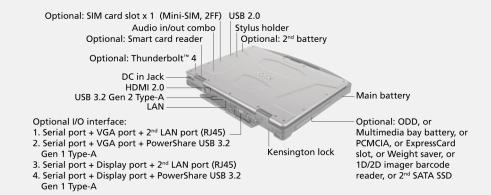


- 11th Generation Intel® Core™ i7 / i5 vPro™ Processor
- Optional Windows Hello face-authentication camera with IR sensor and fingerprint dual biometric authentication
- Thunderbolt™ 4 brings lightning speed and performance
- Greater flexibility and I/O options
- Wider range of operating temperatures of -29°C ~ 63°C (-20°F ~ 145°F)









SPECIFICATIONS

Operating System

Windows 10 Pro Windows 11 Pro

Mobile Computing Platform

Intel[®] Core™ i3-1115G4 Processor

Max. 4.1GHz with Intel® Turbo Boost Technology

- 6MB Intel® Smart Cache

Platform Options:

Intel[®] Core[™] i5-1135G7 Processor

Max. 4.2GHz with Intel® Turbo Boost Technology

- 8MB Intel® Smart Cache

Intel® Core™ i5-1145G7 vPro™ Processor

Max. 4.4GHz with Intel® Turbo Boost Technology

- 8MB Intel® Smart Cache

Intel[®] Core[™] i7-1165G7 Processor

Max. 4.7GHz with Intel® Turbo Boost Technology

- 12MB Intel® Smart Cache

Intel[®] Core[™] i7-1185G7 vPro[™] Processor

Max. 4.8GHz with Intel® Turbo Boost Technology

- 12MB Intel® Smart Cache

VGA Controller

Intel[®] Iris[®] X^e Graphics (i5/i7) xvii

Intel® UHD Graphics (i3)

Optional: NVIDIA® GeForce® GTX 1650 4GB discrete graphic

controller ii, iii, iv

Display

14" TFT LCD HD (1366 x 768)

Protection film

1,000 nits LumiBond® display with Getac sunlight readable

technology

Optional: 14" TFT LCD HD (1366 x 768)

1,000 nits LumiBond $^{\circ}$ display with Getac sunlight readable

technology and capacitive multi-touch screen Optional: 14" IPS TFT LCD FHD (1920 x 1080)

1,000 nits LumiBond® display with Getac sunlight readable

technology and capacitive multi-touch screen

Storage & Memory

8GB DDR4

Optional: 16GB / 32GB / 64GB DDR4

256GB PCle NVMe SSD

Optional: 512GB / 1TB / 2TB PCle NVMe SSD

Optional: Multimedia bay 2nd storage: 256GB / 512GB / 1TB

SATA SSD III

Keyboard	LED backlit membrane keyboard
Pointing Device	Touchscreen - Optional: Capacitive multi-touch screen Touchpad
	- Glide touchpad with multi-touch
Expansion Slots	Optional: Smart card reader x 1
Multimedia Bay	Weight saver
	Optional: 1D/2D imager barcode reader iii
	Optional: PCMCIA Type II "
	Optional: ExpressCard/34 / 54 i,iii, vi
	Optional: DVD super multi drive iii,v
	Optional: Multimedia bay battery iii,v
	Optional: Blu-Ray super multi drive iii,v
	Optional: 2 nd storage ^{iii,v}
I/O Interface	Audio in/out combo x 1
	DC in Jack x 1
	USB 2.0 x 1
	USB 3.2 Gen 2 Type-A x 2
	Optional: Thunderbolt™ 4 x 1
	LAN (RJ45) x 1
	HDMI 2.0 x 1
	Docking connector x 1
	Optional: FHD webcam x 1
	Optional: SIM card slot x 1 (Mini-SIM, 2FF)
	Optional: Windows Hello Face-authentication Camera (front-
	facing) x 1
	Optional: RF Antenna Pass-through for GPS, WWAN and WLAN
	Configurable I/O options vi:
	1. Serial port (9-pin; D-sub) + VGA port (15-pin; D-sub) + 2 nd LAN (RJ45)
	2. Serial port (9-pin; D-sub) + VGA port (15-pin; D-sub) +
	PowerShare USB 3.2 Gen 1 Type-A
	3. Serial port (9-pin; D-sub) + Display port + 2 nd LAN (RJ45)
	4. Serial port (9-pin; D-sub) + Display port + PowerShare USB 3.2 Gen 1 Type-A
Communication Interface	10/100/1000 base-T Ethernet
Service de la constante de la	Intel® Wi-Fi 6 AX201, 802.11ax
	Bluetooth (v5.2) vii
	Optional: Dedicated GPS viii
	Optional: 4G LTE mobile broadband with integrated GPS viii,ix



Security Features TPM 2.0

Kensington lock

Optional: Intel® vPro™ Technology Optional: HF RFID reader $^{\mathrm{vi,\,ix}}$ Optional: Fingerprint Reader Optional: Smart card reader

Optional: Windows Hello Face-authentication

Camera(frontfacing) x 1

Power AC adapter (90W, 100-240VAC, 50/60Hz)

> Li-ion battery (10.8V, typical 6900mAh; min. 6600mAh) Optional: AC adapter (120W, 100-240VAC, 50/60Hz) iii Optional: Multimedia bay battery (11.1V, typical 4200mAh; min. 3980mAh) "

Optional: 2nd battery (10.8V, typical 6900mAh; min. 6600mAh)

Dimensions & Weight 350 x 293 x 38.5mm (13.8" x 11.5" x 1.5")

2.38kg (5.25lbs) xi

Rugged Features MIL-STD-810H certified

IP53 certified

Splash resistant keyboard

Vibration & 3ft (0.9m) drop resistant xii Sealed ports and connectors Shock-protected removable SSD

Temperature $^{\text{xiii}}$: **Environmental Specifications**

- Operating: -29°C to 63°C / -20°F to 145°F $^{\rm xiv}$

- Storage: -51°C to 71°C / -60°F to 160°F

Humidity:

- 95% RH, non-condensing

Pre-installed Software Getac Utility

> **Getac Geolocation** Getac Barcode Manager ** Optional: Absolute Persistence®

Optional software Getac Driving Safety Utility

Getac Device Monitoring System (GDMS) xviii

Getac VGPS Utility xix

Accessories

Battery (10.8V, typical 6900mAh; min. 6600mAh) AC adapter (90W, 100-240VAC, 50/60Hz) Capacitive stylus with tether

Optional:

Carry bag

Battery (10.8V, typical 6900mAh; min. 6600mAh)

Multimedia 2nd SSD iii

Multimedia bay battery (11.1V, tpyical 4200mAh; min.

3980mAh) iii

Multi-Bay charger (Dual-Bay) Multi-Bay charger (Eight-Bay)

AC adapter (120W, 100-240VAC, 50/60Hz) ^{II} DC-DC vehicle adapter (120W, 11-32VDC)

Capacitive stylus with tether

Protection film
Vehicle cradle **
Vehicle dock **
Office dock

100W Type-C adapter xvi

Warranty

Nothing says quality like a manufacturer standing behind their product. We've designed the notebook from the inside out to survive drops, shocks, spills, vibration and more. We're confident in our quality and that's why it comes standard with the industry leading 3 years warranty. It's the peace-of-mind protection of knowing you're covered.

Standard

3 years limited warranty

- I. Factory option. Not user swappable.
- II. 120W AC adapter is used for office dock and for device configured with discrete graphics card.
- III. NVIDIA® GeForce® GTX 1650 4GB discrete graphics controller, PCMCIA, Blu-Ray, DVD super multi drive, Express card, Multimedia bay battery, 1D/2D imager barcode reader and 2nd storage are mutually exclusive options.
- IV. NVIDIA® GeForce® GTX 1650 4GB discrete graphics controller is required to configure with Intel® Core™ i5/i7 processor, Dual battery, FHD LCD display with capacitive multi-touch screen, and 120W AC adapter.
- V. Trained user swappable.
- VI. HF RFID reader and express card are mutually exclusive.
- VII. Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.
- VIII. Dedicated GPS is mutually exclusive with 4G LTE mobile broadband. Supports GPS and Glonass.
- IX. Units with 4G LTE option comes with an embedded SIM card slot.
- X. 13.56MHz HF RFID/NFC reader (ISO 15693, 14443 A/B, Mifare and FeliCa™ compliant).
- XI. Weight and dimensions vary from configurations and optional accessories.
- XII. Drop test results vary from configurations and optional accessories.
- XIII. Tested by an independent third-party test lab following MIL-STD-810H.
- XIV. For S410 optional DVD super-multi drive, the operating temperature is -10°C to 60°C / 14°F to 140°F.
- XV. Available when barcode reader option is selected.
- $\ensuremath{\mathsf{XVI}}.$ Do not support the configurations with discrete graphics card.
- XVII. Units equipped with dual channel memory come with Intel® Iris® X® Graphics.
- XVIII. Only compatible with Windows 10.
- XIX. Models require either embedded or standalone GPS module.
- XX. Havis vehicle dock is e-mark certified.

Information provided herewith is for reference only, available specification shall be subjected to quotation by request.



	Vehicle Dock	Office Dock
Serial Port	1	1
External VGA	1	1
Microphone	1	1
Audio Output	1	1
DC in Jack	1	1
USB	4	USB 3.0 x 1 USB 2.0 x 3
LAN	1	1
HDMI 2.0	1	1
RF Antenna Connector	3 (WWAN, WLAN, GPS)	-

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- 8.1" HD LumiBond® display for better viewing experience
- Getac proprietary SnapBack add-on featuring smart card and contactless RFID reader combo or 2nd expanded battery
- Choice of 1D/2D imager barcode reader, Serial port and LAN port (RJ45)
- MIL-STD-810H and IP65 certified
- Enhanced enterprise security with TPM2.0, Windows disk encryption

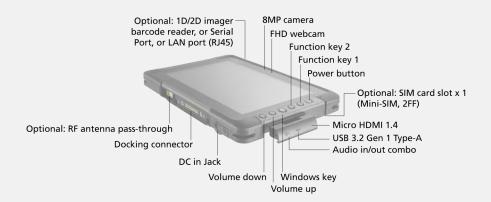












SPECIFICATIONS

Operating System	Windows 10 Pro	
Mobile Computing Platform	Intel® Atom Processor x7-Z8750 1.6GHz, burst up to 2.56GHz - 2MB Cache	
VGA Controller	Intel [®] HD Graphics	
Display	8.1" IPS TFT LCD WXGA (1280 x 800) Protection film 600 nits LumiBond® display with Getac sunlight readable technology	
Storage & Memory	4GB LPDDR3 Optional: 8GB LPDDR3 128GB eMMC Optional: 256GB eMMC	
Keyboard	Power button 5 tablet programmable buttons	
Pointing Device	Touchscreen - Capacitive multi-touch screen - Optional: Dual mode touchscreen (multi-touch and digitizer)	
Expansion Slots	Optional: 1D/2D imager barcode reader, Serial port, Ethernet [†] Optional: SnapBack add-on: Smart card and HF RFID/NFC reader combo ^{††} Optional: SnapBack add-on: 2 nd expanded battery ^{††} Optional: SnapBack add-on: Smart card and magnetic stripe reader ^{††}	
I/O Interface	FHD webcam x 1 8M pixels auto focus rear camera x 1 Audio in/out combo x 1 DC in Jack x 1 USB 3.2 Gen 1 Type-A x 1 Micro HDMI 1.4 x 1 Docking connector x 1 Optional: SIM card slot x 1 (Mini-SIM, 2FF) Optional: RF antenna pass-through for GPS, WWAN and WLAN	



Communication Interface Intel® Wi-Fi 6 AX200, 802.11ax

Bluetooth (v5.2) iii

Optional: Dedicated GPS

Optional: 4G LTE mobile broadband iv

Optional: 10/100/1000 base-T Ethernet (Occupies expansion

slot)

Security Features TPM 2.0

Optional: SnapBack add-on: Smart card and HF RFID/NFC

combo reader v

Optional: SnapBack add-on: Smart card and magnetic stripe

reader

Power AC adapter (65W, 100-240VAC, 50/60Hz)

Li-ion battery (7.4V, typical 4200mAh; min. 4080mAh)

LifeSupport™ battery swappable technology (only with

SnapBack 2nd expanded battery)

Dimension (W x D x H) & Weight 227 x 151 x 24 mm (8.93" x 5.94" x 0.94")

0.88kg (1.94 lbs) vi

Rugged Features MIL-STD-810H certified

IP65 certified

MIL-STD-461G certified

Vibration & 6ft (1.8m) drop resistant vii

Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division

2, Groups A, B, C, D) viii

Environmental Specifications Temperature ix:

- Operating: -21°C to 50°C / -6°F to 122°F

- Storage: -51°C to 71°C / -60°F to 160°F

Humidity:

- 95% RH, non-condensing

Pre-installed software Getac Utility

Getac Camera

Getac Barcode Manager *

Optional: Absolute Persistence®

Optional software Getac Driving Safety Utility

Getac KeyWedge Barcode Reader Utility

Getac Device Monitoring System (GDMS)

Getac VGPS Utility xi

Accessories

Battery (7.4V, typical 4200mAh; min. 4080mAh) AC adapter (65W, 100-240VAC)

Capacitive stylus with tether

Optional:

Carry bag

Battery (7.4V, typical 4200mAh; min. 4080mAh)

2nd expanded battery (14.4V, 2100mAh)

Multi-Bay charger (Dual-Bay)

Multi-Bay expanded battery dock with adapter (Six-Bay)

Multi-Bay charger (Eight-Bay)

AC adapter (65W, 100-240VAC)

Office dock AC adapter (90W, 100-240VAC)

MIL-STD-461 AC adapter (90W, 100-240VAC)

DC-DC vehicle adapter (120W, 11-32VDC)

Digitizer pen

Capacitive stylus with tether

Protection film

Hand strap

Shoulder strap (2-point)

Wrist strap

Vehicle cradle xii

Vehicle dock xii

Office dock

Bumper-to-Bumper warranty

Accidents can take your equipment out of service when you least expect it, especially in a rugged environment, which can cause costly equipment downtime.

That is why Getac has introduced accidental damage as standard under our Bumper-to-Bumper warranty, to help minimize your enterprise IT costs.

Bumper-to-Bumper is your hassle-free guarantee. That means you can depend on us to have your unit back in service within days.

Standard

3 years Bumper-to-Bumper

- I. 1D/2D imager barcode reader, Serial port, and Ethernet, are mutually exclusive options.
- II. All snapBack add-ons are mutually exclusive options.
- III. Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.
- IV. Units with 4G LTE option comes with an embedded SIM card slot.
- V. 13.56MHz HF RFID/NFC reader (ISO 15693, 14443 A/B, Mifare and FeliCa™ compliant).
- VI. Weight and dimensions vary from configurations and optional accessories.
- VII. Drop test results vary from configurations and optional accessories.
- VIII. Available with limited configurations and environment coditions.
- IX. Tested by an independent third-party test lab following MIL-STD-810H.
- X. Available with limited configurations.
- XI. Available when barcode reader option is selected.
- XII. Models require either embedded or standalone GPS module.
- XIII. Havis vehicle dock is e-mark certified.

Information provided herewith is for reference only, available specification shall be subjected to quotation by request.



T800 FULLY RUGGED TABLET

	Vehicle Dock	Office Dock
Serial Port	1	-
External VGA	-	1
Microphone	1	1
Audio Output	1	1
DC in Jack	1	1
USB	2	4
LAN	1	1
HDMI 1.4	-	1
RF Antenna Connector	3 (WWAN, WLAN, GPS)	-

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Information provided herewith is for reference only,

available specification shall be subjected to quotation by request.







- 10th Generation Intel® Core™ i7 / i5 Processor
- 10.1" FHD LumiBond® display with Getac sunlight readable technology (1,000 nits) and capacitive touchscreen
- Enhanced enterprise security with optional Intel vPro, Windows Hello face-authentication camera and multi-factor authentication options
- Detachable keyboard & multi-funtional hard handle for on-the-job flexibility
- Multiple configurable options to fit diverse usage scenarios

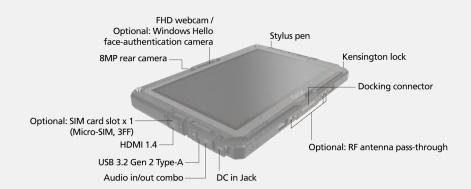












SPECIFICATIONS

Operating System	Windows 10 Pro Windows 11 Pro
Mobile Computing Platform	Intel® Core™ i5-10210U Processor 1.6GHz Max. 4.2GHz with Intel® Turbo Boost Technology - 6MB Intel® Smart Cache
	Platform options: Intel® Core™ i5-10310U, vPro Processor 1.7GHz Max. 4.4GHz with Intel® Turbo Boost Technology - 6MB Intel® Smart Cache
	Intel® Core™ i7-10510U Processor 1.8GHz Max. 4.9GHz with Intel® Turbo Boost Technology - 8MB Intel® Smart Cache
	Intel® Core™ i7-10610U vPro Processor 1.8GHz Max. 4.9GHz with Intel® Turbo Boost Technology - 8MB Intel® Smart Cache
VGA Controller	Intel® UHD Graphics
Display	10.1" IPS TFT LCD WUXGA (1920 x 1200) Protection film 1,000 nits LumiBond® display with Getac sunlight readable technology Capacitive multi-touch screen
Storage & Memory	8GB DDR4 Optional 16GB/32GB DDR4 256GB PCIe NVMe SSD Optional: 512GB / 1TB PCIe NVMe SSD
Keyboard	Power button 5 tablet programmable buttons
Pointing Device	Touchscreen – Capacitive multi-touch screen – Optional dual mode touchscreen (multi-touch and digitizer)



Expansion Slots Optional (top side): 1D/2D imager barcode reader, or Serial

port, or USB 3.2 Gen 1 Type-A port, or USB 3.2 Gen 1 Type-C port, or LAN port (RJ45), or VGA port i, or HF RFID reader ⁱⁱ Optional (right side): Fingerprint reader, or Serial port + LAN

port (RJ-45) iii, or HF RFID reader "

Optional (back side): Smart card reader, or Bridge battery, or

Bridge battery + Smart card reader iv

I/O Interface FHD webcam x 1 ^v

8M pixels auto focus rear camera x 1

Audio in/out combo x 1

DC in Jack x 1

USB 3.2 Gen 2 Type-A x 1

HDMI 1.4 x 1

Docking connector x 1

Optional: SIM card slot x 1 (Micro-SIM, 3FF)

Optional: Windows Hello face-authentication camera (front-

facing) x 1 °

Optional: RF antenna pass-through for GPS, WWAN and

WLAN

Communication Interface Intel® Wi-Fi 6 AX200, 802.11ax

Bluetooth (v5.1) vi

Optional: Dedicated GPS vii

Optional: 4G LTE mobile broadband with integrated GPS vii,viii

Optional: 10/100/1000 base-T Ethernet

Security Features TPM 2.0

Kensington lock

Optional: Intel® vPro™ Technology

Optional: HF RFID reader ⁱⁱ
Optional: Fingerprint reader ⁱⁱⁱ
Optional: Smart card reader ^{iv}

Power AC adapter (65W, 100-240VAC, 50/60 Hz)

Li-ion battery (11.1V, typical 4200mAh; min. 4080mAh) x 1 Optional: High capacity Li-ion battery (10.8V, 9240mAh) x 1

Optional: Bridge battery iv

Dimension (W x D x H) & Weigh 276.8 x 194.5 x 23.5 mm (10.89 \(\text{x} \) 7.65 \(\text{x} \) 0.92 \(\text{c} \)

1.22kg (2.68lbs) ix

Rugged Feature MIL-STD-810H certified

IP65 certified

MIL-STD-461G certified $^{\rm x}$

Vibration & 6ft (1.8m) drop resistant xi

Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division

2, Groups A, B, C, D) xvi
Optional: Salt fog certified

Environmental Specification

Temperature xii:

- Operating: -29°C to 63°C / -20°F to 145°F

– Storage: -51°C to 71°C / -60°F to 160°F

Humidity:

- 95% RH , non-condensing

Pre-installed software

Getac Utility Getac Camera

Getac Geolocation Getac Barcode Manager xiii Optional: Absolute Persistence®

Optional software

Getac Driving Safety Utility

Getac KeyWedge Barcode Reader Utility Getac Device Monitoring System (GDMS)

Getac VGPS Utility xiv

Accessories

Battery (11.1V, typical 4200mAh; min. 4080mAh)

AC adapter (65W, 100-240VAC) Capacitive stylus with tether

Optional:

Carry bag

Folio case

Battery (11.1V, typical 4200mAh; min. 4080mAh) High capacity Li-ion battery (10.8V, 9240 mAh)

Multi-Bay charger (Dual-Bay) Multi-Bay charger (Eight-Bay)

AC adapter (65W, 100-240VAC)

Office dock AC adapter (90W, 100-240VAC) MIL-STD-461 AC adapter (90W, 100-240VAC) DC-DC vehicle adapter (120W, 11-32VDC)

Digitizer pen

Capacitive stylus with tether

Protection film Hand strap

Shoulder strap (2-point)

Shoulder harness (4-point; handsfree)

Detachable keyboard Vehicle cradle *v

Keyboard dock Vehicle dock **

venicie dock

Office dock

100W Type-C adapter Getac rugged keyboard

Bumper-toBumper warranty

Accidents can take your equipment out of service when you least expect it, especially in a rugged environment, which can cause costly equipment downtime.

That is why Getac has introduced accidental damage as standard under our Bumper-to-Bumper warranty, to help minimize your enterprise IT costs.

Bumper-to-Bumper is your hassle-free guarantee. That means you can depend on us to have your unit back in service within days.

Standard

3 years Bumper-to-Bumper

- I. 1D/2D imager barcode reader, Serial port, USB 3.2 Gen 1 Type-A port, USB 3.2 Gen 1 Type-C port, LAN port (RJ45) and VGA port are mutually exclusive options.
- II. 13.56MHz contactless HF RFID reader (ISO 15693, 14443 A/B, Mifare and FeliCa™ compliant).
- III. Fingerprint scanner, HF RFID reader and Serial port + LAN port (RJ45) are mutually exclusive options.
- IV. Smart card reader, Bridge battery and Bridge battery + Smart card reader are mutually exclusive options.
- V. FHD webcam and optional Windows Hello face-authentication camera (front-facing) are mutually exclusive options.
- VI. Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.
- VII. Supports GPS and Glonass.
- VIII. Units with 4G LTE option come with an embedded SIM card slot.
- IX. Weight and dimensions vary from configurations and optional accessories.
- X. MIL-STD-461 90W AC adapter sold separately.
- XI. Drop test results vary from configurations and optional accessories.
- XII. Tested by an independent third-party test lab following MIL-STD-810H.
- XIII. Available when barcode reader option is selected.
- XIV. Models require either embedded or standalone GPS module.
- XV. Gamber Johnson and Havis vehicle docks are e-mark certified.
- XVI. Available with limited configurations and environment conditions.

Information provided herewith is for reference only, available specification shall be subjected to quotation by request.

	Vehicle Dock	Office Dock
Serial Port	1	1
External VGA	-	1
Microphone	-	1
Audio Output	-	1
DC in Jack	1	1
USB	USB 2.0 x 2 USB 3.2 Gen 1 x 2	USB 2.0 x 2 USB 3.2 Gen 1 x 2
LAN	1	1
HDMI 1.4	-	1
RF Antenna Connector	3 (WWAN, WLAN, GPS)	-
Kensington Lock	1	1



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available specification shall be subjected to quotation by request.









- Enhanced enterprise security with optional Intel vPro, Windows disk encryption, TPM 2.0 and many more multi-factor authentication options
- 10th Generation Intel[®] Core[™] i7 / i5 vPro[™] Processor
- 11.6" LumiBond® display with Getac sunlight readable technology and capacitive touchscreen
- LifeSupport™ battery swappable technology
- Optional dual mode touchscreen (multi-touch and digitizer)















SPECIFICATIONS

Operating System	Windows 10 Pro Windows 11 Pro
Mobile Computing Platform	Intel® Core™ i5-10210U Processor 1.6GHz
	Max. 4.2GHz with Intel® Turbo Boost Technology - 6MB Intel® Smart Cache
	Platform options:
	Intel® Core™ i5-10310U vPro™ Processor 1.7GHz
	Max. 4.4GHz with Intel® Turbo Boost Technology - 6MB Intel® Smart Cache
	Intel® Core™ i7-10510U Processor 1.8GHz
	Max. 4.9GHz with Intel® Turbo Boost Technology - 8MB Intel® Smart Cache
	Intel® Core™ i7-10610U vPro™ Processor 1.8GHz
	Max. 4.9GHz with Intel® Turbo Boost Technology - 8MB Intel® Smart Cache
VGA Controller	Intel® UHD Graphics
Display	11.6" IPS TFT LCD FHD (1920 x 1080)
	Protection film
	800 nits LumiBond® display with Getac sunlight readable technology
	Capacitive multi-touch screen
Storage & Memory	8GB DDR4
	Optional: 16GB / 32GB / 64GB DDR4
	256GB PCIe NVMe SSD
	Optional: 512GB / 1TB SSD PCIe NVMe SSD
Keyboard	LED backlit membrane keyboard
	Optional: Rubber keyboard
	Power button 5 tablet programmable buttons
Pointing Device	Touchscreen
J	- Capacitive multi-touch screen
	- Optional: Dual mode touchscreen (multi-touch and digitizer)
	Touchpad
	- Glide touchpad with left-click and right-click buttons

Expansion Slots Smart card reader x 1 i

Optional: 1D/2D imager barcode reader

I/O Interface FHD webcam x 1 ii

Audio in/out combo x 1

DC in Jack x 1

USB 3.2 Gen 2 Type-C x 1 USB 3.2 Gen 2 Type-A x 2

LAN (RJ45) x 1 HDMI 1.4 x 1

Serial port (9-pin; D-sub) x 1 Docking connector x 1

Optional: SIM card slot x 1 (Mini-SIM, 2FF)

Optional: Windows Hello face-authentication camera (front-

facing) x 1 "

Optional: RF antenna pass-through for GPS, WWAN and

WLAN

Optional: 8M pixels auto focus rear camera x 1

Communication Interface 10/100/1000 base-T Ethernet

Intel® Wi-Fi 6 AX200, 802.11ax

Bluetooth (v5.2) ***
Optional: Dedicated GPS

Optional: 4G LTE mobile broadband iv

Security Features TPM 2.0

Kensington lock

Optional: $Intel^{\circ} v Pro^{\intercal M} Technology$

Optional: HF RFID reader and Smart card reader v

Optional: Fingerprint reader

Power AC adapter (65W, 100-240VAC, 50/60Hz)

Li-ion battery (11.1V, typical 2100mAh; min. 2040mAh) x 2

LifeSupport™ battery swappable technology

Dimension (W x D x H) & Weigh 313 x 238 x 39mm (12.32" x 9.37" x 1.53")

2.1kg (4.63lbs) vi

Rugged Features MIL-STD-810H certified

IP65 certified

MIL-STD-461G certified vii

Vibration & 4ft (1.2m) drop resistant viii

Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division

2, Groups A, B, C, D) ix Optional: Salt fog certified

Environmental Specifications

Temperature *:

- Operating: -29° C to 63° C / -20° F to 145° F - Storage: -51° C to 71° C / -60° F to 160° F

Humidity:

- 95% RH, non-condensing

Pre-installed software

Getac Utility Getac Camera Getac Geolocation

Getac Barcode Manager xi
Optional: Absolute Persistence®

Optional software

Getac Driving Safety Utility

Getac Device Monitoring System (GDMS)

Getac VGPS Utility xii

Accessories

Battery (11.1V, typical 2100mAh; min. 2040mAh)

AC adapter (65W, 100-240VAC) Capacitive stylus with tether

Optional:

Carry bag

Battery (11.1V, typical 2100mAh; min. 2040mAh)

Multi-Bay charger (Dual-Bay) Multi-Bay charger (Eight-Bay) AC adapter (65W, 100-240VAC)

Office dock AC adapter (90W, 100-240VAC) MIL-STD-461 AC adapter (90W, 100-240VAC) DC-DC vehicle adapter (120W, 11-32VDC)

Digitizer pen

Capacitive stylus with tether

Protection film Hard handle X strap

Shoulder strap (2-point)

Vehicle cradle xiii
Vehicle dock xiii
Office dock
Spare SSD kit
100W Type-C adapter

Getac rugged keyboard

Bumper-to-Bumper warranty

Accidents can take your equipment out of service when you least expect it, especially in a rugged environment, which can cause costly equipment downtime.

That is why Getac has introduced accidental damage as standard under our Bumper-to-Bumper warranty, to help minimize your enterprise IT costs.

Bumper-to-Bumper is your hassle-free guarantee. That means you can depend on us to have your unit back in service within days.

Standard

3 years Bumper-to-Bumper

- I. Smart card reader, Optional 1D/2D imager barcode reader are mutually exclusive options.
- II. FHD webcam and optional Windows Hello face-authentication camera (front-facing) are mutually exclusive options.
- III. Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.
- IV. Units with 4G LTE option come with an embedded SIM card slot.
- V. 13.56MHz contactless HF RFID/NFC reader (ISO 15693, 14443 A/B, Mifare and FeliCa™ compliant).
- VI. Weight and dimensions vary from configurations and optional accessories.
- VII. MIL-STD-461 90W AC adapter sold separately.
- VIII. Drop test results vary from configurations and optional accessories.
- IX. Available with limited configurations and environment conditions.
- X. Tested by an independent third-party test lab following MIL-STD-810H.
- XI. Available when barcode reader option is selected.
- XII. Models require either embedded or standalone GPS module.
- XIII. Gamber Johnson and Havis vehicle docks are e-mark certified.

Information provided herewith is for reference only, available specification shall be subjected to quotation by request.

	Vehicle Dock	Office Dock
Serial Port	2	2
External VGA	1	1
Microphone	1	1
Audio Output	1	1
DC in Jack	1	1
USB	4	4
LAN	1	1
HDMI	1	1
RF Antenna Connector	3 (WWAN, WLAN, GPS)	-

Getac USA

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Information provided herewith is for reference only,
available specification shall be subjected to quotation by request.









- Intel® Core™ i7-7820EQ Processor
- 15.6" TFT LCD FHD with Getac QuadraClear® sunlight readable display
- Optional NVIDIA® Quadro® P2000 4GB discrete graphics controller
- Multimedia bay & PCI/PCIe 3.0 expansion unit











SPECIFICATIONS

Operating System	Windows 10 Pro
Mobile Computing Platform	Intel [®] Core [™] i5-7440EQ 2.9GHz Max. 3.6GHz - 6MB Intel [®] Smart Cache
	Platform options: Intel® Core™ i7-7820EQ 3.0GHz Max. 3.7GHz
	- 8MB Intel® Smart Cache
VGA Controller	Intel® HD Graphics 630 Optional: NVIDIA® GeForce® GTX1050 4GB discrete graphics controller
	Optional: NVIDIA® Quadro® P2000 4GB discrete graphics controller
Display	15.6" TFT LCD FHD (1920 x 1080) Protection film
	1,000 nits QuadraClear® sunlight readable display Optional: Resistive touch screen
Storage & Memory	8GB DDR4 Optional: 16GB / 32GB / 64GB DDR4
	500GB SATA HDD / 512GB SATA SSD Optional: 1TB SATA HDD / 1TB / SSD
Keyboard	LED backlit membrane keyboard with integrated numeric keypad Optional: LED backlit rubber keyboard
Pointing Device	Touchscreen
	 Optional: Pressure sensitive touchscreen Touchpad Touchpad with two buttons
Expansion Slots	Smart card reader x 1 ExpressCard/54 x 1 Optional: PCMCIA Type II x 1



Multimedia Bay DVD super multi drive

Optional 2nd storage: 500GB HDD / 1TB HDD / 512GB SSD / 1TB

SSD

Optional 2nd battery: 10.8V, 9240mAh, 99.8Wh

I/O Interface Audio input (Mini-jack) x 1

Audio output (Mini-jack) x 1

DC in Jack x 1

USB 3.2 Gen 1 Type-A x 4

LAN (RJ45) x 2 HDMI 1.4 x 1

Docking connector x 1

External VGA (15-pin; D-sub) x 1 Serial port (9-pin; D-sub) x 2 Optional: FHD webcam x 1

Optional: RF antenna pass-through for GPS $^{\mathrm{ii}}$, and WLAN

Communication Interface 10/100/1000 base-T Ethernet

Intel® Dual Band Wireless-AC 8265, 802.11ac

Bluetooth (v4.2) iii
Optional: Dedicated GPS

Security Features TPM 2.0

Kensington lock Intel® vPro™ Technology Smart card reader

Power AC adapter (150W, 100-240VAC, 50/60Hz)

Li-ion battery (10.8V, 9240mAh, 99.8Wh)

Optional: Multimedia bay 2nd Li-ion battery (10.8V, 9240mAh,

99.8Wh)

Dimension (W x D x H) & Weight 410 x 320 x 65mm (16.1" x 12.6" x 2.5")

5.2 kg (11.4 lbs) iv

Rugged Features MIL-STD-810H certified

IP65 certified

MIL-STD-461G certified ^v Vibration & drop resistant Full magnesium alloy case

Shock-protected removable HDD

Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division

2, Groups A, B, C, D) vi

Environmental Specifications

Temperature vii:

- Operating: -20°C to 55°C / -4°F to 131°F

- Storage: -40°C to 71°C / -40°F to 160°F

Humidity:

- 95% RH, non-condensing

Pre-installed Software

Getac Utility

Getac Geolocation

Optional: Absolute Persistence®

Optional software

Getac Device Monitoring System (GDMS)

Accessories

Battery (10.8V, 9240mAh, 99.8Wh) AC adapter (150W, 100-240VAC)

Optional:

Backpack

Battery (10.8V, 9240mAh, 99.8Wh)

Multimedia bay 2nd Storage

Multimedia bay 2nd battery (10.8V, 9240mAh, 99.8Wh)

Multi-Bay charger (Dual-Bay)

Multimedia bay DVD super multi drive

AC adapter (150W, 100-240VAC)

Office dock AC adapter (150W, 100-240VAC)

MIL-STD-461 AC adapter (150W, 100-240VAC)

Stylus with tether

Protection film

PCI or PCI-Express 3.0 expansion unit (x2 slots) viii

Vehicle dock vii

Office dock viii

Spare SSD kit

Bumper-to-Bumper Warranty

Accidents can take your equipment out of service when you least expect it, especially in a rugged environment, which can cause costly equipment downtime.

That is why Getac has introduced accidental damage as standard under our Bumper-to-Bumper warranty, to help minimize your enterprise IT costs.

Bumper-to-Bumper is your hassle-free guarantee. That means you can depend on us to have your unit back in service within days.

Standard

5 years Bumper-to-Bumper



I. Share memory size may vary by different operating system and RAM size.

II. Optional RF antenna pass-through for GPS, PCI or PCI-Express expansion unit are mutually exclusive options.

III. Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.

IV. Weight and dimensions vary from configurations and optional accessories. Depth including hard handle.

V. MIL-STD-461 150W AC adapter sold separately.

- VI. PCI or PCI-Express 3.0 expansion unit is not available with ANSI/UL 121201, CSA C22.2 NO. 213 configurations.
- VII. Tested by an independent third-party test lab following MIL-STD-810H.
- VIII. PCI or PCI-Express 3.0 expansion unit is not compatible with vehicle dock and office dock.

Information provided herewith is for reference only, available specification shall be subjected to quotation by request.

	Vehicle Dock	Office Dock
Serial Port	2	1
External VGA	1	1
Microphone	1	1
Audio Output	1	1
DC in Jack	1	1
USB	USB 2.0 x 4	USB 3.0 x 2 USB 2.0 x 2
LAN	1	1
RF Antenna Connector	3 (optional)	-

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Information provided herewith is for reference only,

available specification shall be subjected to quotation by request.



Getac Three (3) Year Bumper-to-Bumper Warranty

Getac's warranty obligations for this hardware product are limited to the terms set forth below:

Getac, Inc. warrants this Getac-branded rugged computer against defects in materials and workmanship under normal use and damage that occurs due to accidental acts and exposure to environmental conditions for a period of THREE (3) YEARS from the date of purchase by the original end-user purchaser ("Warranty Period"). This warranty only applies to products sold by Getac or its Authorized Distributors or Dealers and only where the products are used and serviced within North America or its Authorized Service Providers' territories. Warranty coverage only applies to service carried out by a Getac Authorized Service Provider.

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Getac will either repair the defect at no charge, using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by Getac, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement product becomes your property and the replaced item becomes Getac's property. Parts provided by Getac in fulfillment of its warranty obligation must be used in products for which warranty service is claimed.

Exclusions and Limitations

This Limited Warranty applies only to Getac-branded hardware products manufactured by or for Getac that can be identified by the "Getac" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Getac hardware products, co-branded hardware products (whether or not displaying a "powered by Getac" trademark, trade name, or logo affixed to them) or any software, even if packaged or sold with Getac hardware. Manufacturers, suppliers, or publishers, other than Getac, may provide their own warranties to the end user purchaser, but Getac, in so far as permitted by law, provides their products "as is".

Software distributed by Getac with or without the Getac brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Getac does not warrant that the operation of the product will be uninterrupted or error-free. Getac is not responsible for damage arising from failure to follow instructions relating to the product's use.

Batteries supplied with the product are covered under the warranty for one (1) year from date of purchase. A battery furnished under the warranty is covered for the remaining period of the one year warranty on the original battery or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.

The LCD, touchscreen, hard drive/SSD, motherboard, and keyboard are limited to one repair/replacement per part component per 12 month period for damage that occurs due to accidental acts and exposure to environmental conditions.

This warranty does not apply to:

- (a) loss or theft:
- (b) fire;
- (c) submersion:
- (d) acts of god:
- (e) acts of war:
- (f) virus-inflicted damage;
- (g) improper use, intentional misuse or abuse;
- (h) improper maintenance or modification by anyone other than Getac or a Getac Authorized Service Provider;
- (i) a product or part that has been modified to alter functionality or capability without the written permission of Getac;
- (j) a product on which any Getac serial number has been removed or defaced;
- (k) data recovery from hard drive failure;
- (I) All consumable items; such as screen protection

films, logo badges, labels, cleaning cloths, carry cases, manuals, cables, straps, belts, holsters, tethers, stylus, digitizer pens, and harnesses and any other options and accessories not listed above or covered under a separate warranty.

(m) to cosmetic damage that does not affect the functionality of the system, including but not limited to scratches, dents and numerals, letters, icons and symbols silkscreened onto unit keycaps and numerals, letters, icons and symbols silkscreened onto unit cabinet; or

- (n) negligence
- (o) operation of product outside the published environmental or electrical parameters
- (p) use of supplies or parts not meeting Getac's specifications

THIS PRODUCT IS NOT INTENDED FOR USE AS OR PART OF NUCLEAR EQUIPMENT/SYSTEMS, AIRTRAFFIC CONTROL EQUIPMENT/SYSTEMS, OR AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS, OR ANYOTHER SYSTEMS THAT REQUIRE FAIL-SAFE PERFORMANCE. GETAC WILL NOT BE RESPONSIBLE FORANY LIABILITY RESULTING FROM THE USE OF THIS PRODUCT ARISING OUT OF THE FOREGOING USES. AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS include class 2 Electronic Flight Bag (EFB) Systems and Class 1EFB Systems when used during critical phases of flight (e.g., during take-off and landing) and/or mounted onto theaircraft. Class 1 EFB Systems and 2 EFB Systems are defined by FAA: AC (Advisory Circular) 120-76A or JAA: JAATGL (Temporary Guidance Leaflets) No. 36.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL ORWRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, GETACSPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUTLIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE ANDWARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF GETAC CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCHWARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY GETAC IN ITS SOLE DISCRETION. No Getac reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected orimpaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, GETAC IS NOTRESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUTNOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATEDSAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS ORDAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANYCOSTS OF RECOVERING, PROGRAMMING. OR REPRODUCING ANY PROGRAM OR DATA STORED ORUSED WITH GETAC PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT, THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS. OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OROMISSIONS. GETAC DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

Obtaining Warranty Service

Please accoss and review the online help resources at www.getac.com before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact a Getac representative at (949) 681-2950. A Getac representative will help determine whether your product requires service and, if it does, will inform you how Getac will provide it. Getac will provide warranty service on products that are tendered or presented for service during the warranty period, as permitted by law. In accordance with applicable law, Getac may require that you furnish proof of purchase and/or comply with registration requirements before receiving warranty service. You may be responsible for shipping and handling charges to obtain service under this warranty. In any instance in which Getac issues a Return Material Authorization Number (RMA #), Getac must receive the product(s) for repair prior to the expiration of the warranty period in order for the repair(s) to be covered by the limited warranty service. If your product is capable of storing data or software programs, you should make periodic backup copies of the data and programs contained on the product's hard drive or other storage media to protect your data and as a precaution against possible operational failures. Before you deliver your product for

warranty service, it is your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords. You will be responsible for reinstalling all such software, data and passwords. Getac and its authorized service providers are not liable for any damage to or loss of any programs, data or other information stored on any media, or other non-Getac product or part not covered by this warranty. Recovery and reinstallation of system and application software and user data are not covered under this limited warranty.



Getac Five (5) Year Bumper-to-Bumper Warranty

Getac's warranty obligations for this hardware product are limited to the terms set forth below:

Getac, Inc. warrants this Getac-branded rugged computer against defects in materials and workmanship under normal use and damage that occurs due to accidental acts and exposure to environmental conditions for a period of FIVE (5) YEARS from the date of purchase by the original end-user purchaser ("Warranty Period"). This warranty only applies to products sold by Getac or its Authorized Distributors or Dealers and only where the products are used and serviced within North America or its Authorized Service Providers' territories. Warranty coverage only applies to service carried out by a Getac Authorized Service Provider.

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Getac will either repair the defect at no charge, using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by Getac, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement product becomes your property and the replaced item becomes Getac's property. Parts provided by Getac in fulfillment of its warranty obligation must be used in products for which warranty service is claimed.

Exclusions and Limitations

This Limited Warranty applies only to Getac-branded hardware products manufactured by or for Getac that can be identified by the "Getac" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Getac hardware products, co-branded hardware products (whether or not displaying a "powered by Getac" trademark, trade name, or logo affixed to them) or any software, even if packaged or sold with Getac hardware. Manufacturers, suppliers, or publishers, other than Getac, may provide their own warranties to the end user purchaser, but Getac, in so far as permitted by law, provides their products "as is".

Software distributed by Getac with or without the Getac brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Getac does not warrant that the operation of the product will be uninterrupted or error-free. Getac is not responsible for damage arising from failure to follow instructions relating to the product's use.

Batteries supplied with the product are covered under the warranty for one (1) year from date of purchase. A battery furnished under the warranty is covered for the remaining period of the one year warranty on the original battery or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.

The LCD, touchscreen, hard drive/SSD, motherboard, and keyboard are limited to one repair/replacement per part component per 12 month period for damage that occurs due to accidental acts and exposure to environmental conditions.

This warranty does not apply to:

- (a) loss or theft;
- (b) fire;
- (c) submersion;
- (d) acts of god;
- (e) acts of war;
- (f) virus-inflicted damage:
- (g) improper use, intentional misuse or abuse;
- (h) improper maintenance or modification by anyone other than Getac or a Getac Authorized Service Provider;
- (i) a product or part that has been modified to alter functionality or capability without the written permission of Getac;
- (j) a product on which any Getac serial number has been removed or defaced:
- (k) data recovery from hard drive failure;

- (I) All consumable items; such as screen protection films, logo badges, labels, cleaning cloths, carry cases, manuals, cables, straps, bells, holsters, tethers, stylus, digitizer pens, and harnesses and any other options and accessories not listed above or covered under a separate warranty.
- (m) to cosmetic damage that does not affect the functionality of the system, including but not limited to scratches, dents and numerals, letters, icons and symbols silkscreened onto unit keycaps and numerals, letters, icons and symbols silkscreened onto unit cabinet; or
- (n) negligence
- (o) operation of product outside the published environmental or electrical parameters
- (p) use of supplies or parts not meeting Getac's specifications

THIS PRODUCT IS NOT INTENDED FOR USE AS OR PART OF NUCLEAR EQUIPMENT/SYSTEMS, AIRTRAFFIC CONTROL EQUIPMENT/SYSTEMS, OR AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS, OR ANYOTHER SYSTEMS THAT REQUIRE FAIL-SAFE PERFORMANCE. GETAC WILL NOT BE RESPONSIBLE FORANY LIABILITY RESULTING FROM THE USE OF THIS PRODUCT ARISING OUT OF THE FOREGOING USES. AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS include class 2 Electronic Flight Bag (EFB) Systems and Class 1EFB Systems when used during critical phases of flight (e.g., during take-off and landing) and/or mounted onto theaircraft. Class 1 EFB Systems and 2 EFB Systems are defined by FAA: AC (Advisory Circular) 120-76A or JAA: JAATGL (Temporary Guidance Leaflets) No. 36

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL ORWRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, GETACSPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUTLIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE ANDWARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF GETAC CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCHWARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY GETAC IN ITS SOLE DISCRETION. No Getac reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected orimpaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, GETAC IS NOTRESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUTNOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATEDSAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL: LOSS OF REPUTATION:LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS ORDAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANYCOSTS OF RECOVERING. PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED ORUSED WITH GETAC PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS. OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OROMISSIONS. GETAC DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

Obtaining Warranty Service

Please access and review the online help resources at www.getac.com before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact a Getac representative at (949) 681-2950. A Getac representative will help determine whether your product requires service and, if it does, will inform you how Getac will provide it. Getac will provide warranty service on products that are tendered or presented for service during the warranty period, as permitted by law. In accordance with applicable law, Getac may require that you furnish proof of purchase and/or comply with registration requirements before receiving warranty service. You may be responsible for shipping and handling charges to obtain service under this warranty. In any instance in which Getac issues a Return Material Authorization Number (RMA #), Getac must receive the product(s) for repair prior to the expiration of the warranty period in order for the repair(s) to be covered by the limited warranty service. If your product is capable of storing data or software programs, you should make periodic backup copies of the data and programs contained on the product's hard drive or other storage media to protect

your data and as a precaution against possible operational failures. Before you deliver your product for warranty service, it is your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords. You will be responsible for reinstalling all such software, data and passwords. Getac and its authorized service providers are not liable for any damage to or loss of any programs, data or other information stored on any media, or other non-Getac product or part not covered by this warranty. Recovery and reinstallation of system and application software and user data are not covered under this limited warranty.

V1M01Y10

Getac Inc. (Original Equipment Manufacturer, OEM) Response to Exhibit A

- A. Brief history and description of Supplier to include experience providing similar products and services.
- a. Getac offers rugged computing product lines of all sizes including rugged notebooks, rugged tablets, rugged handheld for public sector, utility, manufacturing, transportation & logistics, automotive maintenance and field-service customers. Currently Getac has over 37,000 devices valued at over \$211.5M deployed in the state and local government industry, including Police/Sheriff, Fire, EMS and various agencies and departments.



Integrated Solutions - Many of Getac's products are used by first responders in Dispatch and Record Management, eCitation and Patrol and Situational Awareness. They need integrated vehicle solutions and Getac provides a wide range of rugged secure vehicle solutions that seamlessly integrates front line emergency services personnel, to the command-and-control center for cohesive operational decisions and intelligence. We work closely with our partners to deliver a highly integrated eco-system. This includes excellent hardware, mounting options, vehicle power integration, software and security solutions, ensuring seamless compatibility with dedicated industry systems. We are also a strategic Microsoft and Intel partner.

<u>Excellent Total Cost of Ownership</u> - Our fully rugged products come with an industry leading bumper-to-bumper warranty including coverage for accidental damage and a collect and return service aimed at reducing our customers internal overheads and costs. This high level of standard service reduces the need for costly spares, provides a fast and reliable turn-around time to get your device back in up and running in the minimal time without additional through-life operational expenditures. Getac therefore delivers one of the lowest TCO in your industry.

<u>Secure Authentication</u> - Our devices offer a robust suite of security features. To further protect your data, we provide multiple authentication methods. These include fingerprint readers, smartcards, RFID readers and facial recognition solutions. We also provide our "Getac Secure" security software suite.

<u>Industry Leading Services</u> - Getac offers an industry-leading warranty (bumper-to-bumper) on our products for a minimum of 3-years (semi-rugged product require service upgrade), which includes accidental damage. With one of the lowest annual failure rates in the computer industry, Getac computers are built-to-survive. If one does need repair, we want to make it as convenient as possible. That's why Getac rugged computers are serviced by FedEx Logistics - a fast, convenient and reliable service so you can quickly get back to doing what you do best. For minor repairs, Getac's Self-Maintainer Program lets customers opt to have replacement parts shipped directly to them.

For over 30 years, Getac has helped public-sector customers in government, health care, and education achieve the highest possible levels of operational excellence and service delivery. Getac has established industry best practices to the rugged industry and is dedicated to bringing high quality rugged product to market. Getac will apply these same principles to the Omnia contract for successful program execution.

B. Total number and location of salespersons employed by Supplier.

Getac headquarters is located at 15495 Sand Canyon Drive Suite 350, Irvine CA 92618. Our total North American employees 210 with 46 salespersons located throughout the US and Canada.

Due to the customized nature of a rugged product order, Getac relies on our Getac Regional Sales Managers in collaboration with a certified reseller to support the purchasing on this contract. Interested buyers may contact the Getac Sales Manager designated below or the Certified Reseller partner.



Below are a sample of current certified Getac resellers that may participate on this contract. We reserve the right to add or delete resellers to satisfy the requirements of a specific buyer.

Reseller	Location	Reseller	Location
Brite	Rochester, NY	*Mobile Rugged Computers	Mesa, AZ

Datasource Mobility	Clarksville, TN	Ramco Rugged	Los Angeles, CA
PCN Strategies	Washington D.C.	RCN	Knoxville, TN
*DuraTech USA	Sacramento, CA	Midwest Public Safety	Midwest
*SHI	North America	*USC Canterbury	Marlboro, MD
*GST	Los Angeles, CA	*Preferred Communications	Eastern United States
NWN	Boston, MA	Compar	Minneton ka, MN
Barcodes	Chicago, IL	Code 3	Mesa, AZ
Island Tech Services	Ronkonkoma, NY	Insight	North America
Cas Severn	Laurel, MD	Howard	North America
Glacier Computing	Milford, CT	CDW	North America

C. Number and location of support centers (if applicable) and location of corporate office.

Getac headquarters is located at 15495 Sand Canyon Drive Suite 350, Irvine CA 92618

D. Annual sales for the three previous fiscal years. a. Submit FEIN and Dunn & Bradstreet report.

Fed EIN # 95-4547422 / DUNS – 928779305

2019 - \$180M

2020 - \$186M

2021 - \$200M

E. Describe any green or environmental initiatives or policies.

All Getac hardware is manufactured either by the factory in Kunshan, Jiangsu Province, PR China and by plant 3 in Guishan District, Taoyuan City, Taiwan. All Getac manufacturing locations maintain current ISO-14001 certification. Getac has obtained ISO 9001, ISO14001, OHSAS 18001, and other quality system certifications, and obtained the

IECQ/QC080000 Hazardous Substance Management System Quality Certification at the Kunshan production base in China and is committed to environmental protection.

The operation of the Company's various factories, depending on the industry and product attributes, have passed the certification of the international standard management system, including ISO 9001 quality certification system, ISO 14001 environmental management system, OHSAS 18001 occupational safety management health system, and QC080000 hazardous substances management system, IATF 16949:2016 (International Automotive Industry Quality Certification), AS9100 (Aerospace Industry Quality Certification), and other quality system certification. Additional information regarding our ISO 14001 facilities may be found in our annual investors reportat https://en.Getacgroup.com/upload/investor_report_m_files/f60cc05f30616e5377dd42371693d1fe.pdf.

Getac cares about the environment. We have implemented strict policies to ensure our material parts, products, packing and manufacturing processes are environmentally friendly. We are proud to partner with organizations around the globe to bring awareness and help implement solutions to the environmental issues the world is facing. As a certified green manufacturer Getac has been independently tested and received environmental certifications including EPEAT®, RoHS Directive, REACH Regulation, and ENERGY STAR®. We believe in, and actively pursue innovation that will continue to lessen the environmental impact of electronics manufacturing to improve the quality of human life and protect the planet.

Getac has set the Company's environmental policy with the goal of "Care for Environment, Sustainable Recycling," clearly set for cherishing the earth's resources, complying with national environmental laws and regulations. Getac is committed to promoting green production, fulfilling our responsibility to protect the earth, through standard operation procedures; we include water resources management, energy management, wastewater, waste, and air pollution prevention in our daily management.

All Getac's factories scrupulously abide by the environmental laws and regulations of the plant locations, and all factories have obtained the environmental management system certification of ISO14001 or the same level, and all plants have completed the new version certification of ISO14001:2015 at the end of 2019.

In response to the trend of international environmental protection, such as the requirements of product greening, toxic free, hazard free and environmentally friendly design, packaging, and recyclability, the Company has developed "Regulations for Getac Environmental Load Control" and "Getac Green Product Operating Procedures" and other related operating procedures and regulations, to actively promote overall product greening internally, and require all Getac suppliers to cooperate with the requirements of Getac environmental control regulations, not only to meet the requirements specified in the domestic and international environmental protection laws and regulations, so that the products can be successfully marketed globally, but also with stricter demand of self-expectation to meet the requirements of customers, while fulfilling the corporate responsibility and emphasizing the importance of environmental protection.

We are also making it easier for customers to reduce waste by designing easily recyclable products and working with our Certified reseller partners to offer environmentally friendly packaging services and solutions for large scale device deployments.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their G. Indicate if supplier holds any of the below certifications in any classified areas and certifications.

Supplier Diversity – Getac, Inc. has a long legacy of leadership in helping diverse suppliers flourish. Since 1989, Getac has sought out and encouraged reseller diversity with companies who have various diversity qualifications including women-owned, veteran owed, minority, small business, and other identifiable diversity markers. A goal in 20221 is to establish a formal diversity program and set diversity goals for each of our tier reseller partners and encourage inclusion and support diverse businesses in North America. Over the past thirty years, we have spent more than \$107 billion with diverse suppliers and contributed to innumerable community initiatives.

Getac is committed to supporting a diverse coalition of value-added resellers, recognizing that 35% of our highest performing partners (Platinum status) hold small business set-aside statuses including: Service-Disabled Veteran Owned Small Business (SDVOSB), Minority Owned Business (MBE), Woman Owned Small Business (WOSB), Historically Under-Utilized Business Zone (HUBZone), and more. While the current diversity at the top of our value- added reseller network is a strong start, Getac is committed to replicating this success in each level of our 3-tier partner program. Only value-added resellers and distributors approved by each participating state, will be listed, and supported.

One of the values of the OMNIA contract is that Getac partners with small, veteran-owned, economically disadvantaged, minority and women-owned businesses to support the contract through Getac's Public Sector Reseller Program. Through this program, a purchasing entity will have the ability not only to meet its specific participation for this target group, but also to reinvest in the community. With a contract that gives states the ability to hold a contract directly with the manufacturer while receiving the support of local businesses, these businesses are provided an avenue to maintain their businesses and expand operations, thereby creating additional jobs and tax revenue in their local communities – providing even more economic value through the OMNIA contract.

Yes No
If yes, list certifying agency:
b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise
(DBE)
Yes No
If yes, list certifying agency:

c. Historically Underutilized Business (HUB)
Yes No
If yes, list certifying agency:
d. Historically Underutilized Business Zone Enterprise (HUBZone)
Yes No
If yes, list certifying agency:
e. Other recognized diversity certificate holder
Yes No
If yes, list certifying agency:
H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
The following is a brief list and description of the Third-Party Products being offered as part of this Master Agreement.

 Getac Video Solutions (GVS) combines enterprise software with best-in-breed hardware and comprehensive support to provide departments with a complete end-to-end solution. GVS is solely focused on its video solution and the continuous evolution of that solution.

GVS is capable of handling all law enforcement's video evidence needs. Standard elements of the system, including body-worn cameras, in-car video and Interview rooms are easily deployable for departments of all sizes. All of these elements connect all in one place, to GVS digital evidence management software. As a result, departments utilizing GVS can manage all digital evidence using a single piece of software for ultimate departmental efficiency with both cloud and self-hosted data storage options.

✓ Body-Worn Camera Solution

✓ Mapping & Analytics

✓ Digital In-Car Video

✓ Real-Time Command Center

- ✓ Backend Digital Evidence Management
- Gamber-Johnson is proudly "made in Wisconsin" and manufactures mounting components and systems for laptop and tablet computers, surveillance cameras, printers, keyboards and other devices — all meticulously designed to be rugged, reliable, and responsive.

Partnering with Getac, Gamber-Johnson is a trusted name in the industry. With more than 20 patents and counting, the company continues to evolve, creating numerous jobs and meaningful opportunities for community stewardship.

- ✓ Cradles & Docking Stations
- ✓ Vehicle Mounts
- ✓ Dash Mounts

- ✓ Motion Attachments
- ✓ Keyboard Mounts
- ✓ Printer Mounts

- ✓ Peripheral Mounts
- Havis manufactures mobile office solutions for members of public safety, utility and
 public works, military and government, transportation industries and other mobile
 professions. Havis expansive product line includes vehicle consoles, heavy duty mounts,
 computer docking stations, idle reduction systems, power management solutions,
 prisoner and K9 transports. Havis stays on the leading edge of automotive design
 changes to design the most efficient and thoroughly tested solutions.

Havis docking stations for Getac's rugged notebooks and tablets improve mobile worker productivity by providing a secure location for charging and connection to essential peripherals, such as printers, keyboards, and barcode scanners. With these docking solutions, fleet managers can seamlessly integrate their Getac notebook or tablet into their workforce to enhance productivity without sacrificing quality, safety, or longevity.

- Brother Mobile Solutions offers a wide range of mobile printing solutions to improve performance and efficiency across multiple industries. Headquartered in Westminster, CO, Brother Mobile Solutions, Inc. is a division of the \$7 billion multinational Brother Group of companies, perform a job safely while on the go and reduce dangerous roadside time with fast, easy mobile printers and a wide variety of mounts and carry case options Designed and engineered for the rigors of public safety field work and backed by the Brother Assure Service Limited Warranty, our mobile printing solutions are tough, fast, and reliable.
 - ✓ Full Page Mobile Printers
- ✓ Rugged 1-4" Mobile Printers
- Lind Electronics is a company whose reputation is built on innovation, reliability and durability. A leading provider of rugged mobile power solutions to the U.S. military, public safety and warehousing industries, Lind products are gaining popularity in all extreme environments where ruggedized mobile power solutions are the only solution. Lind products boast a failure rate of .02% the best in the industry.
 - ✓ AC/DC Adapters

- ✓ AC/DC Combo Adapters
- Airgain is a leading provider of advanced antenna technologies used to enable high
 performance wireless networking across a broad range of devices and markets, including
 consumer, enterprise, and automotive.
 - ✓ External and Internal Antennas
- ✓ Modem-Antenna Combinations

- Cradlepoint is a Boise, Idaho, company with a mission of enabling customers to Connect
 Beyond the limits of wired networks. We unlock the transformative power of today's LTE
 and 5G cellular networks to provide an agile, reliable, and pervasive Wireless WAN edge.
 - Cradlepoint has the most extensive portfolio of enterprise-class wireless routers and adapters for every use case. From branch connectivity and continuity to mobile and invehicle networks and connecting IoT devices, the endpoint solutions you need are all right here built and backed by Cradlepoint.
 - ✓ Enterprise Class Mobile wireless routers
- InfoCase has been an industry leader in the design and manufacturing of cases, harnesses, and other protective solutions for mobile devices since 1992. Their mission is to help reduce damage of our customers' mobile technology, while increasing the efficiency of their use. They accomplish their mission by crafting innovative, solutionoriented products that exceed the expectations of our clients.
 - ✓ Hand, Shoulder, and Ergonomic Straps
 - ✓ Backpacks

- ✓ Top Loading Cases
- ✓ Harnesses & Handsfree systems
- Absolute® Software Corporation, the industry standard for persistent endpoint security
 and management solutions for computers, laptops, tablets and smartphones is
 partnered with Getac, a leading manufacturer of rugged computers to provide
 Persistence® technology by Absolute to Getac's global suite of rugged mobile solutions,
 including its rugged notebooks and rugged tablets. Developed to fit specific vertical
 needs with features and specifications tailored for in-the-field performance, Getac
 customers have expanded access to superior level security and management features to
 remotely track and manage deployed devices, on or off the corporate network.
- NetMotion is a solution designed to meet rugged business needs, with flexibility at the
 heart of our platform. Getac and NetMotion ensure deployments are seamless and
 simple, regardless of how complex the environment is. With support for SaaS, cloud, onpremise NetMotion can be configured and installed in whichever way best matches your
 enterprise's IT and security strategy.
 - ✓ NetMotion as a Service
- ✓ Private Cloud

✓ On-Premise Support

✓ Hybrid Network Traffic Management

As technology evolves and additional third-party products are introduced, Getac may add additional third-party products in compliance with OMNIA and Participating Addendums to enhance the overall functionality and features of the Getac lineup of rugged devices.

I. Describe how supplier differentiates itself from its competitors.

For over 30 years, in partnership with our Certified Value-Added Resellers (VARs), Getac has worked collaboratively with Resellers and End Users to identify, consult, develop, and deploy rugged computing solutions across a wide range of sectors, such as public safety, warehousing, transportation, manufacturing, utility, telecom and military / defense.



Getac is tremendously proud of the impacts we have made in helping leverage technology to support the changing role of mobile data terminals in public safety and emergency management. Our goal is to provide solutions that enhance Fort Collins Police Department's operations and reduce total cost of rugged mobile data terminal ownership.

As a global leader in rugged mobile laptops and tablets, Getac has led innovation and technological advances in rugged device manufacturing for over 30 years. Getac has over 250 full-time engineers dedicated to finding solutions to real life problems.

- Portability and Ergonomic Considerations For handheld applications, device size and weight are key. Getac engineers develop devices that consider ergonomics of full shift operation to reduce stress on employees during use.
- ➤ Equipped for Harsh Environments Warehouse equipment must survive bumps and drops. The Getac solution proposed is independently certified MIL-STD-810H, IP66 and MIL-STD-461G standards. Our tablets are shock, drop, moisture and dust-resistant, and work in extreme temperatures from -20F to 145F. With up to 1400 nits of brightness, Getac screens can be read even in direct sunlight and with polarized sunglasses.
- ➤ Hot-Swappable Battery Design All Getac devices offered have hot-swappable technology that allows simple and quick battery replacement in the field without powering the unit down.
- Optional 4/5 Year Bumper to Bumper Warranty & Accidental Coverage Our industry leading warranty comes with full maintenance/repair coverage includes parts, labor, and shipping for defects in materials & workmanship plus accidental damage.
- Getac's LumiBond 2.0 Our proprietary display technology utilizes a clear resin to optically bond the Tempered Glass, a capacitive touch sensor and LCD panel into a single panel that is both more durable and improves readability.

The Getac Rugged Solution Proposed includes:

- 1) Rugged laptops and tablets that run critical software (Mobile CAD, Records Management System, Dictation Software, web browser, etc.)
- 2) Device whose battery lasts for a reasonable amount of time for the conditions.
- Device is ruggedized and able to use in hot and cold climates seen across North America.
- 4) Vehicle docks that are ergonomically friendly to the user along with plans to install it in existing vehicles

- 5) Dockable to connect to wireless routers in the vehicles which is typically done via an Ethernet cable.
- 6) Dockable to power the device that is docked
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Case ID: Panasonic Holdings Corp. V. Getac Technology Corporation. Et Al (8:19cv1118)

- 1. Overview: The verdict pertains to a design patent infringement lawsuit filed by the Japanese company, Panasonic Holdings Corporation, against Getac Technology Corporation and Getac Inc. on June 5, 2019, in the United States District Court of the Central District of California.
- 2. History: Getac Technology Corporation filed five design patent applications for the K120 and UX10 with the United States Patent and Trademark Office in 2018 and 2019. Panasonic then claimed that the K120 products sold by Getac Technology Corporation and Getac Inc. infringed four U.S. design patents that Panasonic had obtained. Later, on October 23, 2019, Panasonic withdrew one patent infringement claim, and on March 24, 2020, the UX10 rugged tablet was added as an infringing product to this case. The United States Patent and Trademark Office granted Getac Technology Corporation the five design patents (U.S. Patent#: D879771, D888714, D910007, D926760, D900825) in 2020 and 2021.
- 3. Patent details: The trial involved the bottom edge of Getac's K120 and UX10 rugged tablets (U.S. Patent#: D756998) and the cradle of their keyboard docks (U.S. Patent#: D766232 & D785634) (together referred to as the "Asserted Portion").
- 4. The verdict: The jury found that the "Asserted Portion" in question infringed three Panasonic design patents. The United States District Court of the Central District of California ruled that the above infringement was established.
- 5. It is projected that the temporary cease-of-sale will impact overall sales by approximately two-to-four percentage points, based on 2021 revenue, with the little overall impact on the consolidated revenue of Getac in 2022.
- 6.: During the pendency of any motions to set aside the verdict and any subsequent appeal, we want to assure our customers that we anticipate a minimal interruption in our ability to supply these products, and will have no issues maintaining, servicing, and supporting both current fleet of K120 and UX10 rugged tablets and/or keyboard docks, as well as those that are on order now and in the foreseeable future.
- K. Felony Conviction Notice: Indicate if the supplier a. is a publicly held corporation and this reporting requirement is not applicable.
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

There were no felony convictions associated with the Patent Infringement case.

L. Describe any debarment or suspension actions taken against supplier

Getac is voluntarily & temporarily removing the K120 and UX10 from the sales catalogue until adequate modification are made to the devices in question and approved by the Patent court. Projected return to sales catalogue in Q1 2023.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

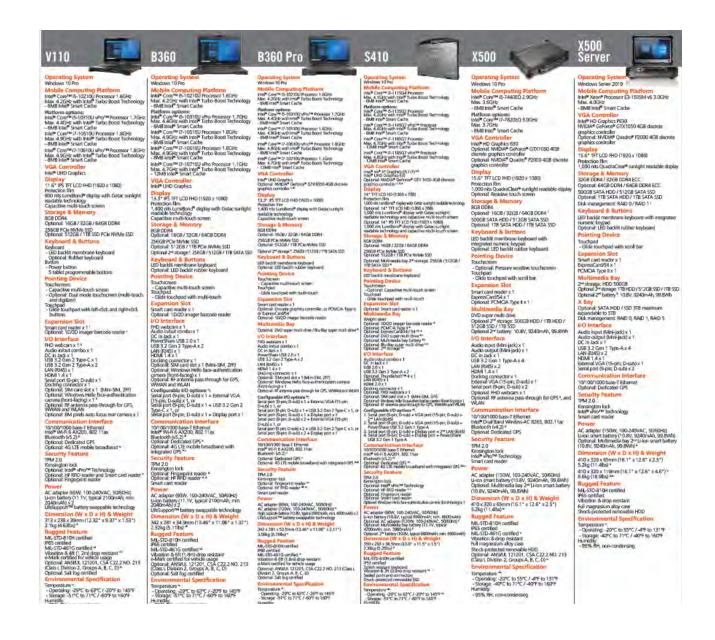
Include proof of such certification in the response:

Since 1989, Getac has been manufacturing rugged computers for some of the most demanding users in the most mission critical environments. Getac is the sole manufacturer of proposed products. Additional information regarding the manufacturing of each product may be found at https://www.Getac.com/us/products/.

As one of the leading rugged computer original equipment manufacturers (OEMs), Getac offers extensive 100% designed and manufactured in-house rugged computing product lines including laptops, tablets computers, accessories and peripherals. Getac is part of the MiTAC-Synnex Group, a multinational business group established in 1945. Together we have more than US\$40.0 billion of consolidated sales. Getac has been a publicly listed company since 2002. We have over 12 manufacturing sites worldwide and more than 8 subsidiaries spanning 3 continents.

Additional information regarding Getac's manufacturing history and capability can be found at https://www.Getac.com/us/about-us/.





Software

Getac Device Monitoring System Know the Vitals for your Devices - Anytime, Anywhere



GDMS helps you know which devices are optimally working and which are not. ensuring you have the technology you need. when you need it:

Getac Driving Safety Italiable in-vehicle Safety on the Move



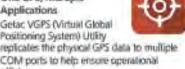
Your people are your most valuable assets. Workforce Safety for Commercial Vehicles and Forkifts - with Getac Driving Safety Utility.

Getac Keywedge Bartode Reader Utility One-touch Scanning for your Rugged Devices



Scan barcode data into your applications with the device's in-built rear camera.

Getac VGPS Utility One GPS, Multiple Applications



Getac deployXpress Android Configuration at

A cloud-based deployment, configuration, and provisioning solution that brings scalability, precision, and over-the-air convenience to Getac Android ownership.

Getac OEMConfig EMM's Perfect Companion for Getac Device Management

Supporting a range of EMM platforms, unlocking the full potential of your Getac Android devices and packed with essential device controls.

Positioning System) Utility replicates the physical GPS data to multiple COM ports to fielp ensure operational efficiency.

Accessories



Batteries





Straps

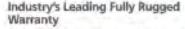


Multi-bay Battery Changes

Others

Comprehensive Warranty Services





3 or 5 years Hassle-free guarantee, supported by the best logistics service in Australia, and rapid repair and return by Getac's experts.



Covers Everything

Getac's warranty includes all mayor system components -Including industry-leading 12 months battery warranty.



Accidental Damage

Getac's warranty includes coverage for accidental acts and exposure to environmental conditions.



Self Maintainer

Enables quick access needed for repair or maintenance for self repair and maintenance.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Getac currently employs over 80 North American-based employees to support Sales, Service, Financing/Billing, Product Solutions and Organizational Development for our non-federal governmental customers. Getac also relies on our 3rd Party Providers, FedEx TechConnect, Paragon Bay, and On-Shore telephone support team for additional customer service and maintenance of Getac devices and related equipment. Getac also works with over 500 reseller agents supporting the participating states. Getac is applying a leveraged program management and assignment team model to support this contract. By using shared resources to respond to state and participating entity requirements, Getac can focus the efforts of an integrated team of sales and service professionals in a coordinated way, sharing knowledge, expertise, and resources. This approach eliminates the inefficiencies inherent in models that require costly infrastructure and operate in isolation from core processes and key contacts within the larger organization.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Upon award, GETAC will have a master price file/catalog set up that include the guaranteed discounts along with the scope of products allowed under the contract and thresholds tied to each part number as approved by the OMNIA Master Agreement Administrator defined in the awarded Master Agreement. Each time a participating state executes its PA, GETAC will either use the master price file or set up a new price file/catalog. New price files/catalogs are set up when a participating state or entity excludes products or has different thresholds, state specific standards or other requirements defined in its PA. The Master price file/catalog is used when a participating state or entity does not have any changes to the Master Agreement in its PA.

During each setup process, these price files are reviewed by contract and pricing operations personnel for accuracy as part of GETAC's contract compliance and pricing management business processes. These same reviews and approvals occur each time a product is added, or a contract modification is received.

GETAC's price file/catalog of products under each band is tied systematically to the baseline list price and tied to the discounts that automatically pre-calculate the price file/catalog in accordance with the discount that is reflected and flowed to the contract website and the Inside Sales Representatives' quoting tool. The GETAC system that houses the price list/catalogs were recently audited to ensure compliance, and GETAC agrees to conduct random checks during the term of to ensure quotes provided are at the discount off list price he contracts as required.

Getac will conduct a quarterly self-audit, which will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings will be reported to Lead State with actions to correct documented findings.

End users that would like to self-audit at the time of the quote can go to the GETAC List Price that will be published at the following link, as approved by the Master Agreement Administrator at https://omnia.getac.us/.

End users typically make this request to the Inside Sales or Primary Account Representative. Inside Sales Representatives can provide the contract and baseline price quotes for reference for end user auditing purposes. Requests to the Primary Account Representative can be in the same format or in a spreadsheet format like that shown below for current or past invoice/order audit requests, as done today.

GETAC audits purchase orders and corresponding invoices randomly on a quarterly basis under existing contracts today and will continue this process under a new awarded contract. The website, quotes and invoices generated through GETAC systems are based on the contract number tied to a specific price file/catalog for pricing and systematically flows.

GETAC agrees to conduct random checks during the term of the contract as required. Quotes automatically reflect the discount off GETAC's list price as required under the contract, and invoices will reflect the lowest price at the time the product ships. If an order is received for GETAC-branded product and a price decrease was generated prior to shipment, the procuring entity will receive the price decrease reflected on the invoice, providing them additional savings.

Reporting mechanisms available such as Invoice Reports which will assist in Participating Entity's or Omnia's ability to audit the Master Agreement through vendor supplied reporting tools.

Upon request to the Primary Account Representative/Master Agreement Manager, the Lead Organization OMNIA Master Agreement Administrator, participating state or procuring entity can request additional reporting such as open order, sales data on shipments, quote reports and invoice reports for auditing purposes or simply to assist the state in its product purchase analysis.

The GETAC OMNIA Team Lead Contract Specialist will conduct quarterly sales data reports to ensure that purchases are correctly booked and reflected under the correct Participating State PA. If human error is discovered in entering the order, the Primary Account Representative, Manager(s), Director, and Order Management compliance team are engaged to investigate and take the necessary steps to correct any issue proactively. GETAC agrees to manage this process upon award of a new contract.

D. Identify all other companies that will be involved in processing, handling, or shipping the products/service to the end user.

Getac will process, handle and/or ship all Getac branded products and services to the end user. All third-party products will be sent from the third party to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses, and retail network as applicable.

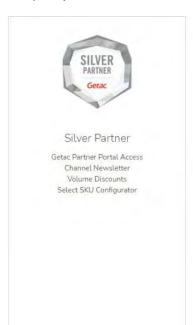
Getac will utilize 1) Distributors and 2) Value-Added Resellers to support an awarded Master Agreement.

Getac utilizes three distributors in North America to facilitate device procurement from the Getac (the OEM):

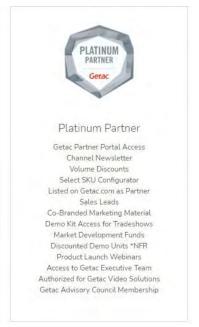
- 1. SYNNEX brings the most relevant technology solutions to the IT and consumer electronics markets to help our partners sustainably grow their business. We distribute more than 30,000 technology products from more than 500 of the world's leading and emerging manufacturers and provide complete solutions to more than 20,000 resellers and retail customers in the U.S. and Canada. SYNNEX is Getac's longest running and largest sales volume distributor in North America.
- 2. HP Third Party Solutions (3PS) identified a lack of rugged IT products and partnered with Getac in 2013 to provide rugged devices to its customer base. The Getac/HP 3PS partnership adds to HP's 3rd Party portfolio a vast line of rugged mobile computing solutions for mission-critical and enterprise-based mobile, field and in-vehicle deployments. HP3PS is the fastest growing Getac distributor in North America.
- 3. Tessco, a leading value-added distributor of wireless communications products, has drawn on over three decades of wireless infrastructure experience to assemble an unmatched array of solutions and

the industry's most complete lineup of technical and logistics services to help you meet any wireless challenges.

To qualify as a value-added reseller, each perspective organization must complete a standard







application which includes a description of services offered, years in business, current business structure with points of contact, proof of insurance, Federal EIN, and at least one referral from a current Getac Regional Sales Manager or Sales Director. After review, an awarded partner will be classified as Silver, Gold or Platinum based on application assessment, projected annual sales and outside sales force capabilities. Below is a description of our 3-Tier Partner program.

Each Getac distributor and value-added reseller is required to register on Getac's Partner Portal, participate in an initial onboarding, and must remain current/compliant on both sales as well as technical continuing education presentations. The competency of Getac's value-added resellers is reviewed annually to ensure our partners are well equipped to serve a diverse group of end users.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Upon contract award for the new OMNIA Contract, Getac plans to promote the contract award through internal and external communications as approved by the OMNIA Master Agreement Administrator. The goal of marketing the OMNIA contract is not only to communicate the value proposition, benefits, and

the OMNIA and Getac story, but also to emphasize Getac's commitment and flexibility in delivering and promoting OMNIA and/or State-specific standards and savings as appropriate and approved by the OMNIA Master Agreement Administrator and the participating state.

To ensure effective marketing plan execution, the Getac OMNIA Primary Account Representative, with the collaboration of the OMNIA Master Agreement Administrator and OMNIA designated participating states, will develop a plan annually that will help in promoting contract awareness and value for the contract. Getac looks forward to reviewing and discussing the proposed plan with OMNIA after award.

The Marketing plan will include several key features:

Press Release: Getac will collaborate with the designated OMNIA Master Agreement Administrator and other designated OMNIA contacts to prepare and distribute a press release, after approval, announcing the contract award to Getac. Once a press release is written and approved, and with permission from OMNIA, Getac will manage all efforts with the media. The press release will be sent to all government industry publications and released over the business wire for pickup by major media. Getac will also leverage the announcement over social media sites to include LinkedIn, Facebook, and Twitter. As required under the contract, all marketing materials will be provided to OMNIA for review, modification and approval prior to distribution. Communication will not be released without approval in writing from the OMNIA Master Agreement Administrator.

Advertising: Getac will drive contract awareness and product/service promotions under the OMNIA contract through Getac web banners onhttps://www.getac.com/us/ and our Platinum Tier Certified Resellers promoting the Getac OMNIA contract value proposition and product/service promotions through web banners provides an opportunity to reach a large audience of OMNIA procuring entities. Web banners have a "call to action" inviting the reader to contact Getac OMNIA URL for pricing and information. Getac will distribute periodic email newsletters and promotions to eligible procuring entities throughout the contract term. These email promotions will provide the most current ongoing OMNIA promotions. As required under the contract, all marketing materials will be provided to the OMNIA Master Agreement Administrator for review, modification and approval prior to distribution. Communication will not be released without approval in writing from the OMNIA Master Agreement Administrator.

Web Presence: The Getac OMNIA contract website that is in development with a potential landing page named https://omnia.getac.us/ will offer customers extensive information on the OMNIA contract, products, certified resellers, warranty, pricing and more. Getac will continue to make improvements throughout the contract term to provide information to potential OMNIA procurement entities.

The website will provide a dropdown menu of the participating US states and guide the user to a state specific OMNIA page to facilitate procurement efforts. Each state website will be personalized, as allowed by OMNIA and as approved by the Participating State Procurement official, to meet the needs of that state and maintain the approved format.

Marketing Events & Forums: Getac will participate in annual OMNIA marketing events annually and attend other OMNIA events and the NIGP Annual Marketing event. The Getac Primary Account Representative will attend this event along with the Contract Program Management team and potential management team members. The Getac Primary Account Representative and other Program Management team members will meet with participating states throughout the year to review

participating state marketing plans and events, which may include management. Getac, in partnership with our Platinum tiered certified resellers, may schedule seminars in local major cities to review the latest IT trends and new Getac products with both local agencies and Getac authorized partners. Getac will work with the OMNIA Master Agreement Administrator, designated OMNIA teams and/or participating states to make them aware of these events or schedule additional seminar events or Webinars. Events will provide important information to agencies on contracts specifics including product scope, ordering information, PSP's or State Specific Standards, and how to save more using this contract.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Getac is committed to creating and maintaining a website upon award that includes specific items relating to the contract based on a OMNIA Master Agreement Administrator approved redirect URL name and site. Getac agrees to provide a new format that meets all required features and several of the desired features as shown below.

Getac agrees to post the following items on both the main Getac OMNIA portal and the states pages.

- Designated Baseline Price List(s) (e.g., MSRP, List, or Education)
- Product and Service Schedule (PSS)
- Products Tab Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain a quote
- Service/Warranty Tab Service options and service agreements available on the contract and service concerns (warranty and maintenance), problem reporting
- Billing/PO Tracking Tab Contact information for order placement and billing concerns
- Signed Master Agreement
- Sales representatives for participating entities as approved by the OMNIA Master Agreement Administrator and participating state. The main page will have the ability to contact a general sales representative and each state page will have the direct link to the Regional Sales Manager assigned to a specific state's OMNIA's procurement efforts.
- Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.
- State Specific URL Each state site will host a link to view state specific contract
 documents including but not limited to: Participating Addendums; Link to Band
 Products; Additional documentation to provide information on Software, Third-Party
 Products and Additional Services; How to Purchase instructions including a certified
 reseller list and Getac Regional Sales Manager contact; and A state approved Product
 Service Schedule; Additional information and URL links to Service Contacts, Options
 and Agreements
- The OMNIA site will be made available twenty-four (24) hours per day, seven (7) days per week, except for regularly scheduled maintenance times. This site is a separate site from Getac's https://www.getac.com/us site and is created specifically for this contract for access by eligible procuring entities as allowed and required under the Master Agreement and state PA.
- Upon approval of the website changes will follow the required process for approval
 prior to modification. As instructed by the Master Agreement Administrator, each
 state site will be set up in the same format unless otherwise approved by the
 Administrator and participating state. Getac agrees to include additional information
 as requested by the Agreement Administrator or participating state to provide easy
 navigation and access for information required through the contract term.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts

(regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Getac currently does not hold any cooperative contracts. Our current cooperative contracts are utilized through a certified reseller or distributor.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Getac acknowledges and agrees to provide its logo and provide permission for reproduction of such logo in marketing communications and promotions. We also acknowledge that the use of OMNIA partners logo will require permission for reproduction.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

Getac acknowledges and agree to be proactive in direct sales of suppliers good as described in Section E. and its subparts.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

Upon award, the Primary Account Representative will conduct training on the overall Master Agreement and specific requirements for teams supporting a participating state that may have requirements different from the Master Agreement to include, but not limited to, product or service exclusions, thresholds, contract numbers. This training will be conducted with the Inside Sales Teams and Regional Sales Directors via on- site (COVID-permitted) or via webinar through pre-set training calls and staff calls.

As a normal business practice at Getac, all employees are required to take Standard Business Code of Conduct training, and employees supporting Public Sector are mandated to complete the Code of Conduct

& Compliance training website modules that may include testing to ensure an understanding of the laws and requirements of a participating state.

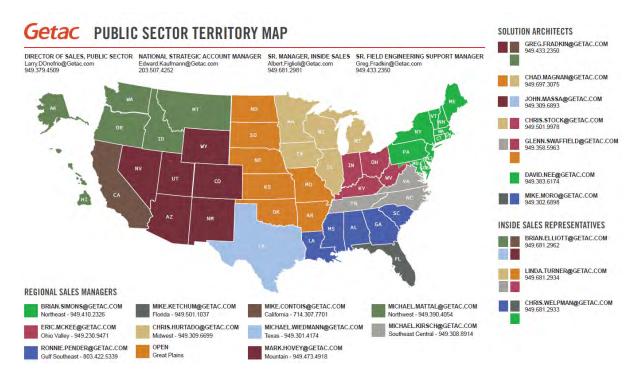
Upon award, the Primary Account Representative will conduct training on the overall Master Agreement and specific requirements for teams supporting a participating state that may have requirements different from the Master Agreement to include, but not limited to, product or service exclusions, thresholds, contract numbers. This training will be conducted with the Inside Sales Teams and the Field Account Manager and other operational teams by phone or a webinar through pre-set training calls and staff calls.

Getac also provides virtual training modules that can be reviewed and approved by the OMNIA Master Agreement Administrator once available that will be used for training the partners and used as a training tool for the sales and operations teams. The goal is to have training modules that will also require the person to complete a test. Any person taking this test at the end of the training module that misses any specific item will be required to have additional training with the Primary Account Representative to rereview the requirements so that person can re-take the module.

The Primary Account Representative is available daily to answer questions from employees, partners or partner program managers. Getac encourages all team members to ask questions and will make every reasonable effort to ensure that all employees and partners have training for compliance purposes throughout the term of the contract.

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support Michael McMahon, President, Michael.mcmahon@getac.com, 949.681.2954
- ii. Marketing Marc Reese, Sr. Marketing Manager, marc.reese@getac.com, 949.681.2959
- iii. Sales Larry D'Onofrio, Director Public Sector Sales, larry.donofrio@getac.com, 949.379.4509
- iv. Sales Support Derek Suzuki, Director Professional Services, derek.suzuki@getac.com, 949.528.5419
- v. Financial Reporting Maria Gutierrez, Contract Administrator, <u>maria.gutierrez@getac.com</u>, 949.681.3126
- vi. Accounts Payable Sally Wu, Accounting Manager, sally.wu@getac.com, 949.681.3102
- vii. Contracts Tammy Tubbs, Contracts Manager, contract.administrator_us@getac.com, 949.217.8939
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Due to the customized nature of a rugged product order, Getac relies on our Getac Regional Sales Managers in collaboration with a certified reseller to support the purchasing on this contract. Interested buyers may contact the Getac Sales Manager designated below or the Certified Reseller partner.



Below are a sample of current certified Getac resellers that may participate on this contract. We reserve the right to add or delete resellers to satisfy the requirements of a specific buyer.

Reseller	Location	Reseller	Location
Brite	Rochester, NY	*Mobile Rugged Computers	Mesa, AZ
Datasource Mobility	Clarksville, TN	Ramco Rugged	Los Angeles, CA
PCN Strategies	Washington D.C.	RCN	Knoxville, TN
*DuraTech USA	Sacramento, CA	Midwest Public Safety	Midwest
*SHI	North America	*USC Canterbury	Marlboro, MD
*GST	Los Angeles, CA	*Preferred Communications	Eastern United States
NWN	Boston, MA	Compar	Minnetonka, MN
Barcodes	Chicago, IL	Code 3	Mesa, AZ
Island Tech Services	Ronkonkoma, NY	Insight	North America
Cas Severn	Laurel, MD	Howard	North America
Glacier Computing	Milford, CT	CDW	North America

Invoicing will be directed by each certified reseller so process may differ. See attached sample invoices from our current resellers.





I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

As an OMNIA partner and second largest manufacturer of rugged laptops and tablets in the world, Getac is prepared to utilize the OMNIA contract to grow sales throughout the US. Initial growth strategy includes sales training for regional sales managers and certified resellers. Getac will also implement sales goals with quarterly competitions with financial compensation bonus' for placing OMNIA orders. After the first year, we can establish growth percentage goals to ensure additional compensation for OMNIA utilization.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

The assigned Getac OMNIA Primary Account Representative/Master Agreement Manager's role is to address tactical and strategic issues directly with OMNIA, a participating state and/or procuring entity covering an awarded and executed contract. Following is a summary of select roles assigned to support OMNIA, participating states and procuring entities through a team, state by state, on an awarded and executed contract.

Primary Account
Representative/Master
Agreement Manager &
Contract Program

The OMNIA Primary Account Representative/Master Agreement Manager is the post- award management lead for implementation of the contract vehicle and is the primary Getac interface with the assigned Contract Procurement Officer(s). The Primary Account Representative/Master Agreement Manager manages the contract to

Management team

ensure compliance with terms and conditions and acts as the escalation point of contact.

Regional Sales Managers (RSM)

There is a RSM for Public Sector assigned by North American geographical territories. Each RSM may have multiple states assigned to specifically support State and Local Government, K-12 and Higher Education or named accounts, providing more of a focus on the product and market. This individual is the primary point of contact for procuring entities. The RSM works closely with the Inside Sales Representative and the procuring entities covering special pricing requests, availability of new product, and roadmaps. The RSM engages Corporate resources as a "Customer Advocate."

Inside Sales Representatives (ISR)

The ISR is a member of the sales team and serves as the point of contact for quotes and product information when the RSM is unavailable. The ISR assists the account with questions or product information and solutions needs. The ISR also handles problem resolution, demonstration equipment requests, and product availability and delivery questions.

Order Management and Customer Services Representative

There are two roles in Order Management: Order Entry and Customer Service. The Customer Service Representative (CSR) is the initial point of contact for post-sales issues (order status, delivery, billing, product return and replacement, product transitions, warranty issues). The CSR is the primary contact for internal Getac departments that are involved in processing orders. The CSR oversees fulfillment activities from order entry and acceptance to invoicing and delivery.

Solution Architects (SA)

The SA assists the RSM and procuring entity on a consultative basis for project and technology planning. In addition, the SA acts as an escalation point for technical issues and trends.

Director, Public Sector

The Director is responsible for the RSMs assigned to the Public Sector and is an escalation point of contact. The Primary Account Representative works closely with management on escalations and quality improvement processes to ensure customer satisfaction and contract compliance.

Director, Channel Partner/Management

Director of Channel works closely with the Primary Account Representative/Master Agreement Manager on program improvements, partner bulletins, escalations, and training to ensure compliance for approved reseller agents and subcontractors.

Technical SupportAvailable 24 hours per day, 365 days per year. (*COVID-19 Help Desk Hours 21 Hrs per day, 365 Days per year)

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Certified Reseller

Partners

Certified Reseller Agents are local specialists who can provide agencies with expert advice, guidance to customize solutions for specific technology needs, pre- and post-sales support, and customer service support. Agents work closely with Getac team members to ensure the

highest level of customer satisfaction.

Getac sees the entire OMNIA Project Management team as a dynamic entity flexible to meet the special demands of the OMNIA contract, including each participating state. Getac understands that an experienced team is critical to the overall success of this program, Getac has assigned its most experienced teammates to cover each participating state's specific needs and deliverables. The Primary Account Representative/Master Agreement Manager will work with assigned Getac staff to effectively manage and drive the contract deliverables for each participating state.

- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- 1. LOUISVILLE METRO POLICE DEPT KY Total Revenue: \$1,529,210, Conrad Lanham, conrad.lanham@louisvilleky.gov, (502) 574-4623
- 2. CA DEPT OF TRANSPORTATION (CA DOT) (CALTRANS) Total Revenue: \$6,132,488, AJ Hyer aaron.hyer@dot.ca.gov, (530) 565-0209
- 3. STANISLAUS COUNTY FIRE DEPT CA Total Revenue: \$494,979, Chad Homme, Communications Coordinator, hommec@stanoes.com, (209) 652-4994
- 4. LAS VEGAS METRO POLICE DEPT NV Total Revenue: \$6,304,740, Ellen Nisenbaum e1850609n@lvpd.com, (702) 828-4560
- 5. SAN JOSE POLICE DEPT CA Total Revenue: \$3,572,676, Huan Nguyen huan.nguyen@sanjoseca.gov, (408) 896-8100
- 6. FLORIDA FISH & WILDLIFE COMMISSION FL (FWC) Total Revenue: \$8,343,926, Mursch Ted, theodore.mursch@myfwc.com, (850) 582-375
- 7. ORLANDO POLICE DEPT FL Total Closed Revenue: \$7,310,932, Justin Clark, City IT Department Computer Support Specialist, <u>justin.clark@orlando.gov</u>, (407) 246-3056
- 8. CAL FIRE RIVERSIDE COUNTY Total Closed Revenue: \$2,428,017, Nguyen Mihn, minh.nguyen@fire.ca.gov, (707) 889-4278
- 9. US DEPARTMENT OF HOMELAND SECURITY (DHS) Total Revenue: \$196,958, Wheeler William, william.e.wheeler@ice.dhs.gov, (310) 628-2073
- 10. SAN BERNARDINO COUNTY SHERIFFS OFFICE CA Total Revenue: \$4,966,789, Villarreal Edgar, evillarreal@sbsd.org, (909) 659-6701

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

There are two roles in Order Management: Order Entry and Customer Service. The Customer Service Representative (CSR) is the initial point of contact for post-sales issues (order status, delivery, billing, product return and replacement, product transitions, warranty issues). The CSR is the primary contact for internal Getac departments that are involved in processing orders. The CSR oversees fulfillment activities from order entry and acceptance to invoicing and delivery.

The value-added reseller partners supporting this contract have specific focuses on State and Local Government entities. These partners are aligned with the Getac Public Sector team and receive additional support from Getac's Field Sales organization. This alignment ensures partners have the proper support and competence to master the requirements set forth by the partnering government end users. The appointed resellers include large national organizations as well as local partners who often provide additional services around product deployment and implementation of Getac devices. These value-added resellers will work directly with the State and Local Government entities to provide both pre- and post-sales support, quotes, as well as installation and implementation services. Getac's value-added resellers will be the primary points of contact for acceptance of orders, invoicing, and payment.

These value-added resellers will source all Getac solutions and services through Getac's appointed distribution partners, who have a direct purchasing relationship with Getac, the manufacturer. Upon receiving a fully executed purchase order from the government end user, the value-added reseller will issue purchase order to one of the appointed distributor partners. The purchase order to distribution will include a copy of the end customer's purchase order for the purpose of tracking and reporting as indicated below.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

In response to Question #5. Q&R Response, a guaranteed contract sales is not required for this effort.

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

The OMNIA contract is a not to exceed price and competitive procurements often result in a lower total price than the OMNIA contracted price. Getac is prepared to respond with MA pricing and competitive NTE pricing. If an agency refuses to use the MA, Getac may respond with a higher price.

Exhibit F Federal Funds Certifications

FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual:
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
 - (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Version April 12, 2022

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at $\underline{52.204-26}$, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at $\underline{52.212-3}$, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at $\underline{52.204-26}$, or in paragraph (v)(2)(ii) of the provision at $\underline{52.204-26}$, or in paragraph (v)(2)(iii) of the provision at $\underline{52.204-26}$.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

- (b) Prohibition.
- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—
- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—
- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
 - (d) Representation. The Offeror represents that—
- (1) It \Box will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
 - (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—
- It \Box does, \not does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.
 - (e) Disclosures.
- (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.
 - (i) For covered equipment—
- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
 - (ii) For covered services—
- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
 - (i) For covered equipment—
- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
 - (ii) For covered services—
- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities):
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
 - (c) Exceptions. This clause does not prohibit contractors from providing—
- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
 or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES TGT offeror	Initials	of	Authorized	Representative	of
(B) Termination for cause and for convenience by the grantee or subgraeffected and the basis for settlement. (All contracts in excess of \$10,000)		ling	the manner	by which it will	be
Pursuant to Federal Rule (B) above, when a Participating Agency expends fed right to immediately terminate any agreement in excess of \$10.000 resulting				0)	

Does offeror agree? YES TGT Initials of Authorized Representative of offeror

breach or default of the agreement by Offeror as detailed in the terms of the contract.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES TGT Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES	TGT	Initials of Authorized Representative of offero
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(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES	GT I	Initials of Authorized Depresentative of of	fforo
Does offeror agree? YES	01	Initials of Authorized Representative of of	πeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES TGT Initials of A	Authorized Representative of offero
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(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES	TGT	Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals

becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency. Does offeror agree? YES TGT Initials of Authorized Representative of offeror (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that: (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Does offeror agree? YES TGT Initials of Authorized Representative of offeror RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Does offeror agree? YES TGT Initials of Authorized Representative of offeror CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). Does offeror agree? YES TGT Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? \	YES	TGT
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CERTIFICATION OF ACCE	SS TO RECORDS – 2 C.F.R. § 200.336
documents, papers, or other records of offeror that are pe	any of their duly authorized representatives shall have access to any ertinent to offeror's discharge of its obligations under the Contract for transcriptions. The right also includes timely and reasonable access ssion relating to such documents.
Does offeror agree? YES TGT	Initials of Authorized Representative of offeror
CERTIFICATION OF APPI	LICABILITY TO SUBCONTRACTORS
Offeror agrees that all contracts it awards pursuant to the Co	ontract shall be bound by the foregoing terms and conditions.
Does offeror agree? YES TGT	Initials of Authorized Representative of offeror
further acknowledged that offeror certifies compliance specifically noted above. Offeror's Name: Getac, Inc.	with all provisions, laws, acts, regulations, etc. as
Address, City, State, and Zip Code: 15495 Sand Canyon Drive. Suite 350 Irvine CA 92618	
Phone Number: 949.217.8939	Fax Number: 949.681.2999
Printed Name and Title of Authorized Representative: Tammy Tubbs	
Email Address:	

tammy.tubbs@getac.com

Signature of Authorized Representative:

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer. or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

- **a.** <u>Standard</u>. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- **b.** <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- **a.** <u>Standard</u>. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. <u>See 2 C.F.R. Part 200</u>, Appendix II(B).
- **b.** <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. <u>Standard</u>. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.

339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. <u>Construction Work</u>. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- **c.** <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs.
- **d.** Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- **(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- **(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. <u>Standard</u>. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). <u>See 2</u> C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- **b.** Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- **c.** Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

- employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

<u>Suggested Language</u>. The following provides a sample contract clause: Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- **a.** Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- **b.** Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- <u>Requirements</u>. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

<u>Sample Language</u>. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. <u>Applicability</u>. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - **c.** <u>Suggested Language</u>. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

- <u>Standard</u>. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. <u>See 2</u> C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- **c.** <u>Funding Agreements Definition</u>. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROLACT

- <u>Standard</u>. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. <u>See</u> 2 C.F.R. Part 200, Appendix II(G).
- **b.** <u>Applicability</u>. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- **c.** <u>Suggested Language</u>. The following provides a sample contract clause.

Clean Air Act

- The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a <u>Standard</u>. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.see. 2 C.F.R. § 180.530.
- ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required auditservices.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. <u>Suggested Language</u>. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.995) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. <u>See 2 C.F.R. Part 200</u>, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____, certifies or affirms the truthfulness and

accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.
Signature of Contractor's Authorized Official
TAMMY G. TUBBS, Contract Manager
Name and Title of Contractor's Authorized Official
30 June 2022

The Contractor, Getac, Inc.

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- <u>Standard</u>. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. <u>See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.</u>
- **b.** Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- 1. Competitively within a timeframe providing for compliance with the contract performance schedule:
- 2. Meeting contract performance requirements; or
- 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. ACCESS TO RECORDS

a. <u>Standard</u>. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. <u>See</u> DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or ComptrollerGeneral.

Access to Records. The following access to records requirements apply to this contract:

- i.The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv.In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

- a. <u>Standard</u>. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. <u>Applicability</u>. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

- a. <u>Standard</u>. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. <u>See DHS</u> Standard Terms and Conditions: Version 8.1(2018).
- b. <u>Applicability</u>. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. <u>Standard</u>. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. <u>Applicability</u>. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. <u>Standard</u>. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. <u>Applicability</u>. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. <u>Standard</u>. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or
 - fraudulent claims for payment to the federal government. <u>See DHS</u> Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. <u>Applicability</u>. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions

section of this solicitation.

Exhibit G New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Getac, Inc.

Organization Address: 15495 Sand	Canvon Drive. Suite 350 Irvine CA 92618
	ts the type of business organization:
Sole Proprietorship (skip Parts II a	
	II and III, execute certification in Part IV)
For-Profit Corporation (any type)	Limited Liability Company (LLC)
	ership Limited Liability Partnership (LLP)
Other (be specific):	
Part II	
corporation who own 10 perce partners in the partnership wh members in the limited liability	mes and addresses of all stockholders in the ent or more of its stock, of any class, or of all individual o own a 10 percent or greater interest therein, or of all company who own a 10 percent or greater interest COMPLETE THE LIST BELOW IN THIS SECTION)
OR	₹
class, or no individual partner interest therein, or no member	ooration owns 10 percent or more of its stock, of any in the partnership owns a 10 percent or greater in the limited liability company owns a 10 percent or exase may be. (SKIP TO PART IV) Type text here
Please attach additional sheets if more spa	ace is needed):
Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

<u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Tammy Tubbs	Title:	Contract Manager
Signature:	Delles	Date:	tammy.tubbs@getac.com

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE				
		Reference: VII-H		
Name of Form:	NON-COLLUSION AFFIDAY	VIT		
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15			
Instructions Reference:	Statutory and Other Requirements VII-H			
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.			

NON-COLLUSION AFFIDAVIT

State of New Jersey		
County of	SS:	
I, Tammy Tubbs	esiding in Corona	
(name of affiant)	(name of municipality)	
in the County of Riverside	and State of California	of full
age, being duly sworn according to law on r	ny oath depose and say that:	
I am Contract Manager	of the firm of Getac, Inc.	
(title or position)	(name of	f firm)
	the bidder making this Proposal for the bid	l
entitled City of Tucson RFP 226017 Mobile Computing Solutions	, and that I executed the said proposal with	
		4
•	ot, directly or indirectly entered into any agree	
* * ·	aken any action in restraint of free, competitive	_
	nd that all statements contained in said propos	sal and in this
affidavit are true and correct, and made with		
relies upon the	he truth of the statements contained in said Pr	oposal
(name of contracting unit)		
and in the statements contained in this affici	avit in awarding the contract for the said proje	ect.
I further warrant that no person or selling ag	gency has been employed or retained to solicit	or secure such
contract upon an agreement or understandin	g for a commission, percentage, brokerage, or	r contingent
fee, except bona fide employees or bona fide	e established commercial or selling agencies	maintained by
Getac, Inc.		•
Subscribed and sworn to	1200	
hafara ma this day	HILL S	
before me this day	Ciomotomo	
	Signature	
June 30th , 2022	Tammy Tubbs	
	(Type or print name of affiant under signatu	ıre)
Notary public of		
My Commission expires		
(0.1)		
(Seal)		

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Compan	y Name:	Getac, Inc.
Street:	15495 Sa	nd Canyon Road Suite 350
City, Sta	te, Zip Co	de: Irvine, CA 92618

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

<u>Public Work – Over \$50,000 Total Project Cost:</u>

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan certificate enclosed

I further certify that the statements and information	a contained herein, are complete and correct to
the best of my knowledge and belief.	1 -

30 June 2022	Tammy Tubbs, Contract Manager
Date	Authorized Signature and Title

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to <u>Subchapter 10</u> of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns 2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns 2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o of another public entity within that county
 - o or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See <u>N.J.S.A.</u> 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

	dor Information				
Vendor Name					
Address:	15495 Sand Canyon I				
City: Ir	vine	State: CA	Zip: 926	18	
	h the provisions of <u>N</u> this form.	o certify, hereby certify. J.S.A. 19:44A-20.2	6 and as repr		
Signature		Printed Name	Title	act Manager	
	Part I	I - Contrib	ution D	isclosure	
political cont the committe	ributions (more that	· · · · · · · · · · · · · · · · · · ·	cycle) over the form pro	the 12 months pr	include all reportable ior to submission to al unit.
Contri	butor Name	Recipient Name		Date	Dollar Amount
		•			\$
		<u> </u>		1	
Check her	e if the information	is continued on subsec	quent page(s)		

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:						
I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. OR						
I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.						
Check the box that repro	esents the type of business	organization:				
Partnership	Corporation	Sole Proprietorship	Type text here			
Limited Partnership	Limited Partnership Limited Liability Corporation Limited Liability Partnership					
Subchapter S Corpora	ation					
Sign and notarize the forn	n below. and. if necessary	. complete the stockhold	der list below.			
Stockholders:	1. WOLO 11, WALLEY 12 12000000000000000000000000000000000	, compress and 220 cm				
Name:	1	Name:				
Home Address:	I	Home Address:				
Name:	1	Name:				
Home Address:	I	Home Address:				
Name:	1	Name:				
Home Address:	I	Home Address:				
Subscribed and sworn before me th 2	is day of,	(Affiai	nt)			
(Notary Public)						
My Commission expires:		(Print name & tit	tle of affiant)			
,		(Corporate	e Seal)			

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

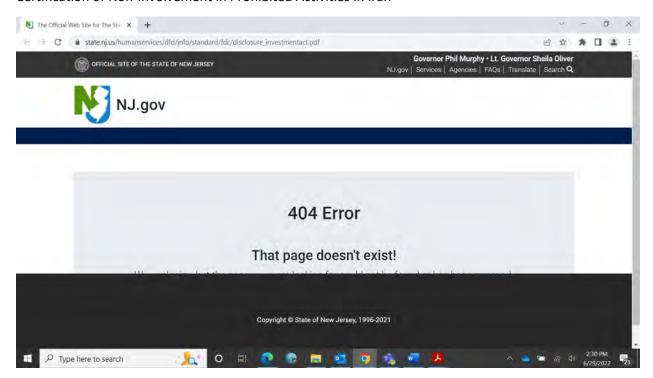
Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 - 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 - 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

RESPONSE TO DOC#6

Certification of Non-Involvement in Prohibited Activities in Iran



DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

RESPONSE TO DOC #7 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Getac FEIN – 95-4547422

DUNS - 928779305

CAGE – 00PP6

NAICS - 334111

The website (https://www.njportal.com/DOR/BusinessRegistration/) was not functioning to obtain a NJ Business Entity ID #. Upon notice of award, we will actively engage with the State of NJ to complete this requirement.

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Tammy Tubbs	Title: Contract Manager
1	
Signature:	Date: 30 June 2022
~18110000101	

DOC #9 MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 226017	VENDOR/BIDDER:	Getac, Inc.		
VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989				
Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.				
I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:				
The Vendor/Bidder has no business operations in Northern Ireland; or				
OR The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.				
CERTIFICATION				
I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.				
2000	30 June 2022			
Signature	Date			
Tammy Tubbs / Contract Manager	_			
Print Name and Title				

Version April 12, 2022

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

			For clarification of this offer, contact:		
Getac, Inc.			Name: Tammy Tubbs		
Company Name					
15495 Sand Canyon Drive. Suite 350			_{Title:} Capture Manager		
Address					
Irvine	CA	92618	Phone: 949.217.8939		
	cusigned by: State	Zip	Fax:		
Signature of Pers	son Authorized to S	ign			
			E-mail: tammy.tubbs@getac.com		
Printed Name					
Hsin-Jung Lu					
Title					
ACCEPTANCE OF OFFER					
The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No226017 01					
CITY OF TUC	SON, a municip	al corporation			
Approved as t	o form:		Awarded:		
This 14th	_ day ofAr	oril 20 <u>23</u>	This 13th day of April 2023		
Reg	rina Nas	sen	Mathan Daon		
As Tucson City Attorney and not personally personally			As Director of Business Services and not		



4. RFP 226017



226017

MOBILE COMPUTING SOLUTIONS

Due Date: Thursday, June 30, 2022

City of Tucson 255 W Alameda St Tucson, AZ 85701

Procurement portal https://secure.procurenow.com/portal/tucson-az

Public Portal https://secure.procurenow.com/portal/tucson-az/projects/17227

PUBLISH DATE: April 28, 2022

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT SHARED SERVICES PROCUREMENT DIVISION 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 226017

Page 2 of 49

RESPONSIBLE CONTRACT OFFICER: Casey Adams

PH: (520) 837-4128

Attachments:

- A OFFER AND ACCEPTANCE
- F OMNIA_Partners_Solicitation_Attachment
- G 226017 Price Page

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT SHARED SERVICES PROCUREMENT DIVISION 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701 **REQUEST FOR PROPOSAL NO. 226017**

Page 3 of 49 RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

A. NOTICE

A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 226017

TITLE: Mobile Computing Solutions

SUBMITTAL DUE DATE: Thursday, June 30, 2022 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Thursday, May 19, 2022

TIME: 10:00 am LOCAL AZ TIME

LOCATION: Microsoft Teams

QUESTIONS SHALL BE DIRECTED TO: Casey Adams

837-4128

casey.adams@tucsonaz.gov

(520)

Posted Date: Thursday, April 28, 2022

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Reponses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

REQUEST FOR PROPOSAL NO. 226017

Page 4 of 49 RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

B. INTRODUCTION

B.1. Summary

The City of Tucson ("The City") is soliciting proposals from qualified firms to provide a Mobile Computing Solution Including Ruggedized Laptops, Tablets, Accessories and Related Technology Products and Services, to be delivered to various locations throughout the City of Tucson. Public Safety solutions for Tucson Police Department and Tucson Fire Department is the primary focus for the eventual contract with potential participation by other City departments like Tucson Water and General Services. Therefore, a comprehensive and varied offering of products and services will be needed to meet the diverse operations of the City.

B.2. Background

The City of Tucson, as the Principal Procurement Agency, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Omnia Partners Attachment, or as otherwise agreed to. Omnia Partners Attachment contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Omnia Partners Attachment).

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT SHARED SERVICES PROCUREMENT DIVISION 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701 **REQUEST FOR PROPOSAL NO. 226017**

Page **5** of **49**

RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

The City of Tucson anticipates spending approximately \$900,000 over the full potential Master Agreement term for Mobile Computing Solution Including Ruggedized Laptops, Tablets, Accessories and Related Technology Products and Services . While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Mobile Computing Solution Including Ruggedized Laptops, Tablets, Accessories and Related Technology Products and Services purchased under the Master Agreement through OMNIA Partners is approximately \$8,000,000. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

B.3. Contact Information

Casey Adams

Senior Contract Officer

Email: casey.adams@tucsonaz.gov

Phone: (520) 837-4128

Department:Business Services

B.4. Timeline

REQUEST FOR PROPOSAL NO. 226017

Page 6 of 49
RESPONSIBLE CONTRACT OFFICER: Casey Adams
PH: (520) 837-4128

Release Project Date	April 28, 2022
Pre-Proposal Meeting (Non- Mandatory)	May 19, 2022, 10:00am <u>Agenda</u>
	Microsoft Teams
Question Submission Deadline	May 27, 2022, 2:00pm
Proposal Submission Deadline	June 30, 2022, 2:00pm

Page **7** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

C. SCOPE OF WORK

C.1. General Requirements

- A. QUALIFIED VENDORS: Offerors should meet the minimum qualifications:
 - 1. Be an authorized reseller or manufacturer.
 - 2. Have a strong national presence in the computer industry.
 - 3. Have a distribution model capable of delivering products nationwide.
 - 4. Have a demonstrated national sales presence.
 - 5. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
 - 6. Be able to provide the full range of products and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.
- B. ORDERING: Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:
 - 1. Online
 - 2. Telephone
 - 3. Email
- C. DELIVERY REQUIREMENT: Contractor agrees to deliver all products to the desktop of the ordering customer. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department.
- D. USAGE REPORT: The Contractor shall provide an electronic copy of a usage report upon request to the Agency Department of Procurement. The report shall provide complete information on the items purchased under this Contract. At a minimum for each item sold, the report should list the manufacturer name, model number, part number, serial number, item description, quantity sold and total spend by department, division, ordering entity, etc.
- E. WAREHOUSING, DISTRIBUTION AND SALES FACILITIES: The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
- F. WARRANTY: Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than (3) three year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications in addition to temperature and humidity variations. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

Page 8 of 49 RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

C.2. Product Requirements

A. RUGGED DEFINTIONS:

- 1. Ultra-Rugged: Designed to meet precise specifications for military use and are made to handle the harshest environmental conditions. An ultra-rugged laptop can be left out in a sandstorm, frozen in a blizzard or sent on a vibrating rocket into space without any detrimental effects. All products being offered shall meet or exceed the specifications defined in the most recent Department of Defense Test Method Standard as Military Grade. Most recent document is MIL- STD-810H 31 OCTOBER 2008. In addition, equipment offered and tested by the City shall function in extreme heat temperature of 150 degrees and wet, rainy, humid environments and a drastic change from to dry to humid as occurs in Tucson during the wet months. The devise will allow for precise daylight and night readability without glare.
- Fully-Rugged: Designed from the inside-out to work in extreme temperatures, to be resistant to being dropped, to resist shocks and vibrations and to be dustproof and waterproof. A fully- rugged laptop may have a solid state hard drive.
- 3. Semi or Business-Rugged: Withstands harsh temperatures as well as extreme vibration such as in a vehicle riding over rough terrain. It can also handle some water on the keyboard. Semi- rugged laptops are typically regular laptops with better cases, rubber-mounted hard drives and spill-proof keyboards.
- B. PRODUCT CATEGORIES: A complete and comprehensive line of technical product and service solutions including, but not limited to, the following:
 - 1. Ruggedized Laptops: Components include touchscreens, solid state drives, vibration resistant/control, bezels, heat resistant, water resistant,
 - a. Ultra-rugged
 - b. Fully-rugged
 - c. Semi or Business-rugged
 - 2. Ruggedized Tablets: Touchscreens must be useable with latex or other medical gloves and q-tips, keyboard film, sanitization resistant, stylus secured to tablet.
 - a. Ultra-rugged
 - b. Fully-rugged
 - c. Semi or Business-rugged
 - 3. Accessories including but not limited to the following categories
 - a. vehicle mounts
 - b. desktop replicators
 - c. docking stations
 - d. batteries
 - e. battery chargers

REQUEST FOR PROPOSAL NO. 226017

Page **9** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

- f. memory cards
- g. external drives
- h. extended warranties to include batteries
- i. keyboards
- j. keyboard covers
- k. backlit keyboards
- I. stylus
- m. solid state drives
- n. cases
- o. touchscreens
- p. aircard
- q. cooling devices
- r. Peripherals
- s. other
- 4. Ancillary Products (includes 3rd Party products including but not limited to the following Ancillary products that complement and are associated with the proposed product lines.
 - a. cradlepoint
 - b. antennas
 - c. other
 - d. Other Technology Product Categories (list each category with a brief description)
- C. CURRENT PRODUCTS: All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. Newer versions released may be proposed during the term of the contract.
- D. DEFECTIVE PRODUCT: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification regardless of whether or not defective product has been received by contractor.
- E. PRODUCT/RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting product purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
- F. PRICING: Pricing shall be provided in the format of a discount off Suggested Retail Price (SRP) with the ability to provide discounts based on large quantity and large dollar spend. Because the "technology marketplace" is one of rapid change with new products and revisions

coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with the response. This formula will provide a method of determining the price of future configuration. In the event a product is discontinued, Vendor will provide a product of the same or greater functionality, utilizing the proposed discount structure. In addition, Vendor must notify the City in writing within 180 days of End of Life on all models.

- G. SALES PROMOTIONS: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period.
- H. PRODUCT DEMONSTRATIONS: The City will conduct product demonstrations with those Offerors who proceed to this phase of the evaluation process. The Offerors proposed products may be tested during a minimum 30-day window. The test time will start upon completion of vehicle installation, if applicable. Offerors shall provide a specified quantity (to be determined later) of each proposed product for testing in the Tucson work environment. Demo products will be installed in law enforcement automobiles and motorcycles, in Fire and EMT vehicles, and field crew vehicles. The tests will document the performance of the proposed products in the actual work environments of staff, which includes inclement weather where extreme temperature changes exist. Temperatures inside vehicles can reach over 150 degrees, outdoor temperatures can reach 115 degrees and be very wet and humid due to the monsoon season. Staff shall document the functionality of the products and any issues that are experienced. Proposed products, including installation and removal, must be provided to City at no cost.
- I. See below for a list of the equipment currently in use in the City of Tucson. Demo products will not be limited to only these types of equipment, and this list is being provided solely to give offerors an indication of the type of equipment currently in use.

C.3. Additional Product Requirements

Products should include the following options:

- Basic Input/Output System (BIOS) Settings
- Blue Tooth (version 4.1 and above)
- Optical Drive
- Passthrough Requirements
- Dual Battery
- Security Options

Please include literature for any additional options/features that are available.

C.4. Equipment Currently in Use by the City of Tucson

<u>Department Manufacturer Model Number Installed Quantity Installed in Vehicle Type</u>

Tucson Fire Panasonic CF31 130 MDTs

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT SHARED SERVICES PROCUREMENT DIVISION 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 226017

Page **11** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

Tucson Fire Panasonic CF19 74 ePCR

Tucson Fire Panasonic FZ-G1/CF20 30 Fire Inspector

Tucson Fire Havis DS-GTC-801-3

Tucson Fire Gambler Johnson 7160-0568

NOTES:

CF31 - MDTs installed on Engines, Ladders, Ladder Tenders, Paramedic Units, F150, F250, F350

CF19 - Reporting software/ePCR for use on Engines, Ladders, Ladder Tenders, Paramedic Units, F150, F250, F350

FZ-G1 - Fire Inspector reporting tablet

DEMO UNITS: 3 MDTs, 3ePCRs and 3 Inspector units.

<u>Department Manufacturer Model Number Quantity Vehicle Type</u>

Tucson Police Panasonic CF20 47 Motorcycles

Tucson Police Panasonic CF54 1014 Patrol & unmarked units (SUVs and sedans) /Assigned to Individual detectives/Officers

Tucson Police Panasonic CF55 107 Patrol & unmarked units (SUV's and sedans)

Tucson Police Havis PS-PAN-421-2

C.5. Service Requirements

- A. SERVICE CATEGORIES: Offerors shall provide as many of the following associated services that are available through its distribution and sales network:
 - 1. Financing or Leasing
 - a. Capital
 - b. Operating
 - c. Other
 - 2. Consulting
 - a. Public safety equipment needs assessment and recommendation for upcoming use case
 - b. Grant assessment and writing
 - c. Other
 - 3. Repairs
 - a. Onsite
 - b. Repair Facility
 - c. Other
 - 4. Installation:

Page **12** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

- a. Provide installation services.
- 5. Protection Plus
 - a. List products.
 - b. Provide details.
- 6. Extended Warranties
 - a. List products.
 - b. Provide details.
- 7. Training and Education
 - a. Onsite
 - b. Online
 - c. Offsite
- 8. Customer Support Services: The policies and procedures for:
 - a. Replacements
 - b. Returns
 - c. Restocking charges
 - d. After hours service
 - e. After sales support
 - f. Out of stock
 - g. Order tracing
 - h. Technical feedback
 - Quality assurance for orders
 - Drop shipments
 - k. Online support
 - Customer
 - ii. Technical
 - Phone support
 - i. Customer
 - ii. Technical
 - m. Location, hours and staff quantity of call centers
 - n. other
- 9. Implementation
- 10. Misplaces or Stolen device location

REQUEST FOR PROPOSAL NO. 226017

Page 13 of 49 RESPONSIBLE CONTRACT OFFICER: Casey Adams

PH: (520) 837-4128

11. Other Applicable Services. Value-add services not included in above categories.

Page **14** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

D. INSTRUCTIONS TO OFFERORS

D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and subsequent contract, the following definitions shall apply: **City:**The City of Tucson, Arizona

Contract: The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this RFP and any Amendments to the RFP, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Proposal submitted by Offeror as finally negotiated and accepted by the City.

Contractor/Consultant: A Successful Offeror that enters into a Contract with the City.

Contract Representative: The City employee or employees who have been designated to act as the City contact for this solicitation process and who are responsible for monitoring and overseeing the Contractor's performance under the Contract.

Business Services Director: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offer:Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

Offeror: Each individual or entity that submits a submittal in response to this solicitation.

Will: The indicated party is promising to take the action or abide by the condition.

Must: The action or condition is required.

Should:Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the solicitation number and the paragraph number of the provision that the question concerns. The Contract Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation

REQUEST FOR PROPOSAL NO. 226017

Page **15** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

Amendment. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer or posted as a formal solicitation Amendment will be binding.

D.4. ADDENDUM OF SOLICITATION

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at http://www.tucsonprocurement.com/ OpenGov:Procurement website and follow the City of Tucson will receive email notifications of solicitation addenda.

D.5. UNDERSTANDING SCOPE OF WORK

Before submitting a response to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

D.6. PREPARATION OF SUBMITTAL

- A. Form and Organization. Offeror's Submittal must be on the forms provided in this solicitation (as applicable). Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.
- B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."
- C. Proposal Contents. Offeror's submittal must contain a response to all sections of the solicitation and forms must be completed and any requested supporting documentation attached.
- D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.
- E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.
- F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.
- G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

Page **16** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

- H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.
- J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

D.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

D.8. TAXES

The City is exempt from federal excise tax, including the federal transportation tax. The City is not tax exempt from sales tax, etc.

D.9. PROPOSAL/SUBMITTAL FORMAT

A proposal should be submitted on the forms and in the format specified in the RFP. Any information that the offeror requested to held as confidential information shall be clearly marked as such. The material should be in sequence and related to the RFP. The sections of the submittal should be organized, clearly identifiable, and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document, and the Offeror's response to the Evaluation Criteria including the completed Price Page. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

D.10. EXCEPTIONS TO CONTRACT PROVISIONS

By submitting a submittal in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its submittal, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

D.11. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

REQUEST FOR PROPOSAL NO. 226017

Page **17** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

D.12. CONFIDENTIAL INFORMATION

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its proposal, offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the City, after award notification, receives a public-records request to which a Contractor record marked "CONFIDENTIAL" is responsive, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the records, the City may release the records without any liability to Offeror.

D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

By submitting a response, Offeror warrants that:

- A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.
- B. Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with this solicitation.
- C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.
- D. No member of the City of Tucson Mayor and Council or any employee of the City involved in this solicitation process has any financial interest in Offeror's firm.

The City may disqualify Offeror from further participation in the solicitation process if the City determines that Offeror has an actual or apparent conflict of interest or has engaged in any collusion or anticompetitive practices.

D.14. WHEN AND HOW TO SUBMIT PROPOSALS

In order to be considered, Offeror must, no later than the Submittal Deadline, submit its response electronically through the City's online bidding system. Submittal instructions and online bidding system can be found at the following link: https://www.tucsonprocurement.com/

NOTE: THE ENTIRE PROPOSAL MUST BE IN ""SUBMITTED"" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN ""SUBMITTED"" STATUS BY THE PROPOSAL SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

Page **18** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

D.15. OFFER AND ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

D.16. WITHDRAWAL OF SUBMITTAL; BINDING OFFER

By submitting a response to this solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted response at any time prior to the Submittal Deadline. Submittals can be withdrawn by clicking "unsubmit proposal" in the online bidding system.

D.17. DISCUSSIONS/CLARIFICATIONS

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror's submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

D.18. TAX OFFSET POLICY

If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.

D.19. CONTRACT NEGOTIATIONS

Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

D.20. VENDOR REGISTRATION; BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

- A. Register with the City's Business Services Department. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- B. Obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

Page **19** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

D.21. UPON NOTICE OF INTENT TO AWARD

The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

D.22. AWARD OF CONTRACT

Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:

- A. waive any immaterial defect or informality; or
- B. reject any or all proposals, or portions thereof; or
- C. reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Business Services Director and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

D.23. PROPOSAL RESULTS

The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

D.24. PROTESTS

A protest shall be in writing and shall be filed with the Business Services Director. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

Page **20** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

E. PROPOSAL EVALUATION REQUIREMENTS

E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Price Proposal
- C. Qualifications & Experience

E.2. SHORTLIST

The City reserves the right to shortlist the offerors on any of the stated criteria. However, the City may determine that shortlisting is not necessary.

E.3. INTERVIEWS

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process.

E.4. ADDITIONAL INVESTIGATIONS

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

E.5. OTHER INFORMATION

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's proposal may be taken into consideration during the evaluation process.

E.6. PRICE PROPOSAL

- A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating price proposals.
- B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's price proposal. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

E.7. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT SUBMITTALS

Notwithstanding any other provision of this solicitation, the City may:

Page **21** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

- A. Waive any immaterial defect or informality; or
- B. Reject any or all submittals, or portions thereof; or
- C. Reissue the solicitation.

E.8. CONTRACT NEGOTIATIONS

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

E.9. AWARD OF CONTRACT

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within five (5) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

E.10. MULTIPLE AWARDS

The City, at its sole discretion, may award multiple Contracts.

E.11. SUBMITTAL RESULTS

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at http://www.tucsonprocurement.com/.

E.12. PROTESTS

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;

REQUEST FOR PROPOSAL NO. 226017

Page **22** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

- C. The solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and
- E. The form of relief requested.

Page **23** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

F. SPECIAL TERMS AND CONDITIONS

F.1. COOPERATIVE PURCHASING

Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that, at the time of request, is registered with OMNIA Partners, Public Sector, has a Cooperative Purchasing Agreement with the City or participates in the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.tucsonprocurement.com/coop partners.aspx and click on "Cooperatives" for a list of agencies that have Cooperative Purchasing Agreements with the City: http://www.mesaaz.gov/home/showdocument?id=23638 for a list of agencies participating in SAVE. These lists are subject to change. Contractor may, however, negotiate with an agency for payment of additional out-of-pocket expenses that will be incurred by Contractor in providing goods and services to the agency (i.e., freight charges, travel related expenses, etc.).

Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The City is not responsible for any disputes arising out of transactions made by others.

F.2. FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

F.3. PRICE ADJUSTMENT

The City will review <u>fully documented</u> requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

F.4. TERM AND RENEWAL

The term of the Contract shall commence upon award and shall remain in effect for a period of two (2) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for three (3) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

Page **24** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams

PH: (520) 837-4128

INSURANCE REQUIREMENTS G.

G.1. Required Insurance Policies

Contractor will obtain and maintain during the entire term of this Contract the following insurance coverage from insurers that have an "A.M. Best" rating of not less than A-VII:

G.2. Commercial General Liability

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000

Products & Completed Operations Aggregate: \$2,000,000

Personal and Advertising Injury: \$1,000,000 Blanket Contractual Liability: \$1,000,000

G.3. Commercial Automobile Liability

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than \$1,000,000.

G.4. Worker's Compensation. Policy must have coverage limits no lower than:

Policy must have coverage limits no lower than:

Per Occurrence: Statutory

Employer's Liability: \$1,000,000

Disease Each Employee: \$1,000,000

Disease Policy Limit: \$1,000,000

[If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

G.5. Professional Liability - Technology Errors & Omissions

Each Claim: \$1,000,000

Page **25** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams

PH: (520) 837-4128

General Aggregate: \$2,000,000

G.6. Claims Made Insurance Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

G.7. Additional Insurance Requirements

All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

- A. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).
- B. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
- C. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

G.8. Policy Change Notice.

Contractor will give the City 10 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

G.9. Additional Insured

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract.

G.10. Acceptability of Insurers

Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G.11. Verification of Coverage

Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

REQUEST FOR PROPOSAL NO. 226017

Page **26** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Procurement Division.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

G.12. Subcontractors

Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G.13. Exceptions

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

Page **27** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

H. STANDARD TERMS AND CONDITIONS

H.1. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

H.2. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

H.3. AFFIRMATIVE ACTION

Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

H.4. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

H.5. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

H.6. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

H.7. CHILD/SWEAT-FREE LABOR POLICY

The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

H.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

Page **28** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

H.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

H.10. CONFLICTS OF INTEREST

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

H.11. CONTRACT AMENDMENTS; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any amendments, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal amendment or change order has first been approved and executed by the City.

H.12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

H.13. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

H.14. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

REQUEST FOR PROPOSAL NO. 226017

Page **29** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

H.15. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the solicitation and all Amendments to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the submitted by Contractor as finally negotiated and accepted by the City, constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

H.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

H.17. FINANCIAL RECORDS AND AUDITS

- A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.
- B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.
- C. Audits. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).
- D. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will

Page **30** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

- pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.
- E. Subcontractors and Assigns. Contractor will include these Section H.31 requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, goods or services under this Contract.

H.18. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

H.19. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

H.20. GOVERNING LAW AND VENUE

This Contract is governed by, and the City and Contractor will have all remedies afforded to each by, the Tucson Procurement Code and the laws of the State of Arizona. State law claims regarding this Contract must be brought in Pima County Superior Court.

H.21. HUMAN RELATIONS

Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

H.22. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors,

REQUEST FOR PROPOSAL NO. 226017

Page **31** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

H.23. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

H.24. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

H.25. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("Product") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

Page **32** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

H.26. ISREAL BOYCOTT DIVESTMENT

If this Contract has a value of \$100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

H.27. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

H.28. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any claim, default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

H.29. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

H.30. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

H.31. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

H.32. PAYMENT

A. **Form of Payment.** Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.

REQUEST FOR PROPOSAL NO. 226017

Page 33 of 49 RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

- B. **Invoices.** Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.
- C. **Timing of Payments.** The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.
- D. Payment Discounts. Any early- or timely-payment discounts included in Contractor's submittal will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless freight and other charges are itemized, the discount will be calculated using the full invoice amount.

H.33. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

H.34. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

H.35. RECORDS

Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and other applicable local, state or federal regulations.

REQUEST FOR PROPOSAL NO. 226017

Page **34** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

Contractor shall, at all times during the term of this Contract and for a period of three years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

Contractor shall ensure City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to City.

H.36. RIGHT TO AUDIT

The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and invoices.

The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.

If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract

H.37. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

H.38. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

REQUEST FOR PROPOSAL NO. 226017

Page **35** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

H.39. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

H.40. SHIPMENT UNDER RESERVATION

No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

H.41. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

H.42. TERMINATION OF CONTRACT

- A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.
- B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.
- C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor in the event that continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages as a result of termination under this paragraph.

REQUEST FOR PROPOSAL NO. 226017 Page 36 of 49

RESPONSIBLE CONTRACT OFFICER: Casey Adams
PH: (520) 837-4128

H.43. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

Page 37 of 49

RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

EVALUATION PHASES I.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Method of Approach - National Program A. Provide a response to the national program.	N/A	N/A
	1. Include a detailed response to Attachment 1, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.		
	2. The successful offeror will be required to sign Attachment 1, Exhibit B, OMNIA Partners Administration Agreement. The Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.		

Page 38 of 49

RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

2.	Method Require	l of Approach - General ements	N/A	N/A
	A.	Provide a detailed written response to each requirement describing how your offer will meet the General Requirements of this solicitation for the City of Tucson and the national program.		
	B.	Describe your delivery commitment. If manufacturer is responding, describe how reseller will meet the delivery commitment:		
		 What is your fill rate guarantee? 		
		2. What are your delivery days?		
		Do you offer next day delivery?		
		4. How do you facilitate emergency orders?		
		5. Are shipping charges exempt for ALL who use this contract?		
		 Describe how problems - such as a customer ordering a wrong product; a customer receiving a defective product; etc. is resolved. 		
		 Describe how products will be distributed to the City of Tucson and nationwide. Provide the number, size and location of distribution facilities, warehouses and retail network as applicable. 		
	C.	Describe your ordering capacity (telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate products, etc. If a manufacturer is responding, describe how the City and other agencies wishing to purchase from the contract will make a purchase. For example, are orders placed directly with the manufacturer or with resellers? If resellers, indicate the authorized resellers for any subsequent contract.		

REQUEST FOR PROPOSAL NO. 226017

Page 39 of 49
RESPONSIBLE CONTRACT OFFICER: Casey Adams
PH: (520) 837-4128

D.	Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.	
E.	Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?	
F.	State any return and restocking policy, and any fees, if applicable associated with returns.	
G.	Submit additional information that will aid the City in evaluating your proposal.	

Page **40** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

3.	Method Require	of Approach - Product	N/A	N/A
		Provide a detailed written response to each requirement describing how the products offered will meet the Product Requirements of this solicitation for the City of Tucson and the national program. Offerors shall identify and describe their categories. If a manufacturer is responding and proposing resellers the manufacturer should clearly identify the products available from the manufacturer and products available from reseller. For each proposed category, describe in detail and provide at a minimum the following types of information:		
		 Identification and description of product categories offered 		
		Identification and description of sub categories		
		 Identification and description of manufacturers within each sub category. 		
	В.	Describe how your firm will notify customers of new products.		
	C.	Describe the equipment solutions that are available that reduce the extreme heat that adversely impacts and prevents the proposed equipment from operating.		
	D.	Submit additional information that will aid the City in evaluating your proposal.		

Page **41** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

	d of Approach - Service	N/A	N/A
Requir A.	Provide a detailed written response to each requirement describing how the services offered will meet the Service Requirements of this solicitation for the City of Tucson and the national program. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:		
	Policies and programs detailing your efforts in these areas.		
	Literature explaining your capabilities.		
B.	Describe how services will be distributed to the City of Tucson and nationwide If a manufacturer is responding and proposing resellers the manufacturer should clearly identify the services provided by the manufacturer and services provided by the reseller.		
C.	Describe the types of customer service available to agencies that use this contract:		
D.	Will the City of Tucson and Participating Agencies be assigned a dedicated service representative and/or a dedicated service team? If a manufacturer is responding, provide a representative at the manufacturer level and for each reseller. If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?		
E.	How are problems resolved?		
F.	What response time is guaranteed when a customer service request is made?		
G.	Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?		
H.	Describe if technical support questions are handled the same way as a customer service request? If not, describe the		

type(s) of technical support

REQUEST FOR PROPOSAL NO. 226017

Page **42** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

	available, the location of technical support, and the hours of technical support.	
l.	Submit additional information that will aid the City in evaluating your proposal.	
J.	What is the turnaround time for repairs? Describe the process. Are loaner products available?	
K.	Describe the warranty period of products. Submit information on your warranty programs.	

Page **43** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

5.	Method of Approach - Technology Requirements Describe your website and the ease-of-use for customers to perform the following types of tasks: to search for products; to find alternate products (if a certain product is not available); to perform side-by-side price comparison to products; to order products; to order products in advance (i.e., how far in advance of required delivery date can an order be placed?); to track order status, to include backordered items; to determine when an item was received and who received it; to restrict/block the ordering of groups; to create approval paths/levels for orders, to include creating an approval path for restricted items; to create a "favorites" list or other personalized list of frequently ordered items; to create a "shared" list for an agency to use; to obtain online customer service; to receive online training; to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders); to treak their budget for	N/A	N/A
	card orders); to track their budget for purchases; to generate reports Describe additional functionality offered by		
	your website.		
	Describe the hours your website is applicable?		
	What are your hours of downtime, such as for system maintenance?		
	Does your website offer real time product availability?		
	If volume discounts are proposed, does your website automatically offer the order size incentive? For example, if an order reaches a certain amount, is a volume discount automatically offered and, if so, how is that conveyed to the customer?		
	Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?		
	Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self- registration, are you available to assist in the registration process?		
	Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display		

REQUEST FOR PROPOSAL NO. 226017

Page **44** of **49**RESPONSIBLE CONTRACT OFFICER: Casey Adams
PH: (520) 837-4128

	customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields), etc. Describe the types of online reporting that are available. Is customized reporting available?		
	Describe your online return process (if available).		
	Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems?		
	Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.		
6.	Method of Approach - Reporting Requirements Contractor shall provide and supply customized usage reports upon request from the City of Tucson or any Participating Agency. At a minimum, the reports shall include the item number, item description, manufacturer number, total quantity ordered, number of orders and total spend for the requested time period. At a minimum, the City of Tucson requires an annual report within 30 calendar days of each contract years end date.	N/A	N/A

REQUEST FOR PROPOSAL NO. 226017

Page **45** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

7.		roposal Provide price proposal as requested on the Price Page attached herein.	N/A	N/A
	B.	Provide details of and propose more aggressive pricing for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc.		
	C.	Describe any government rebate programs that are offered.		
	D.	Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.		
	E.	The City anticipates new products within the categories described herein will be automatically available to Participating Public Agencies at the same proposed pricing methodology indicated above. If new products become available and will not be offered at the same pricing methodology describe the proposed verifiable pricing formula or guaranteed discount matrix for new products introduced.		

Page **46** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams

PH: (520) 837-4128

8.		cations & Experience Provide a brief history and description of your firm.	N/A	N/A
	В.	Offeror is a reseller, provide proof your firm is an authorized reseller.		
	C.	Provide a summarization of your experience in performing work similar to that outlined in this solicitation. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number and email address). References from other public agencies, particularly municipal governments, with similar environmental conditions as the City of Tucson are preferred.		
	D.	Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.		

Page **47** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

J. VENDOR QUESTIONNAIRE

J.1.	Discounts
if pay	ated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by%, ment is made within days. These payment terms shall apply to all purchases and to all ent methods.
J.2.	City of Tucson Business License
Does	your firm have a City of Tucson Business License?
If yes	, please provide a copy of your City of Tucson Business license in the next question.
	City of Tucson Business License
If yes	on the above question please upload your business license.
J.3.	Credit Card Payment
☐ Ye	
☐ Ye ☐ No ☐ N//	
☐ Ye☐ No☐ N//	
	If yes, indicate the flat fee per transaction \$ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).
☐ Ye☐ No	

Page **48** of **49** RESPONSIBLE CONTRACT OFFICER: Casey Adams PH: (520) 837-4128

J.4. Forms to be filled out

Please ensure that all required information is included with your offer.

- A. Technical Proposal
- B. Pricing Proposal
- C. Offer and Acceptance Form

Technical Proposal

Please upload your Vendor Response to Evaluation Criteria.

Pricing Proposal

Please upload your Pricing Proposal (if applicable).

Offer and Acceptance Form*

Please upload the signed Offer and Acceptance Form.

*Response required