



Amendment No. 4  
to  
Contract No. 5600 NS170000052  
for  
For MPLS/Private Wireless Gateway Service  
between  
Verizon Business Network Services, Inc. (Contractor)  
and the  
City of Austin

1.0 The above referenced contract is amended as follows:

Revise Amendment No. 3 to restore original term end date of June 26, 2019;

Exercise Option 2 of the contract, which adds \$9,618.94 to the contract amount;

Incorporate attached Verizon Price Quote.

2.0 The total contract amount is increased by \$69,618.94 by this amendment. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Initial Term: 06/27/2017 -06/26/2018	\$8,018.94	\$8,018.94
Amendment No. 1: Administrative Increase 03/13/2018 (FY18)	\$40,000	\$48,018.94
Amendment No. 2: Option 1 Extension 06/27/2018-06/26/2019	\$8,818.94	\$56,837.34
Amendment No. 3: Administrative increase 10/11/2018 (FY19) New scope at Attachment A replaces old scope on this contract. Contract term amended to end on September 30, 2019.	\$51,181.06	\$108,018.40
Amendment No. 4: Option 2 Extension 06/27/2019-06/26/2020 Verizon Price Quote	\$9,618.94	\$117,637.34

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

**Authorized Representative:**

Contractor Signature: Anthony Recine

Printed Name: Anthony Recine - SVP

Date: 08/14/2019

Verizon Business Network Services, Inc.  
One Verizon Way  
Basking Ridge, NJ 07920

Signature: [Signature]

City of Austin Purchasing Office

Printed Name: Bill Kline

Date: 8/29/19

City of Austin  
124 W. 8<sup>th</sup> St., Ste. 310  
Austin, TX 78701



Amendment No. 3 to  
Contract No. 5600 NS170000052  
For MPLS/Private Wireless Gateway Service between  
Verizon Business Network Services, Inc. and the  
City of Austin

- 1.0 The City and Verizon agrees to this Amendment 3 to the above named contract. This Amendment increases the contract amount for this period to and not exceeding the Administrative Authority granted it. The scope of this contract is defined on the attached quote from Verizon, Account Number U0187178 (monthly charge for 9 month period) and Account Number Y2750950 (monthly charge for 8 month period). This contract's term is amended to end on September 30, 2018.
- 2.0 The total contract amount is increased by \$ 51,181.06 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/27/2017 -06/26/2018	\$8018.94	\$8018.94
Amendment No. 1: Administrative Increase 03/13/2018 (FY18)	\$40,000	\$ 48,018.94
Amendment No. 2: Option 1 Extension 06/27/2018-06/26/2018	\$8,818.94	\$ 56,837.34
Amendment No. 3: Administrative increase 10/11/2018 (FY19) New scope at Attachment A replaces old scope on this contract. Contract term amended to end on September 30, 2018.	\$51,181.06	\$108,018.40

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment No. 3 the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Anthony Recine 12/7/2018

Printed Name: Anthony Recine  
Authorized Representative

Verizon Business Network Services, Inc.  
One Verizon Way  
Basking Ridge, NJ 07920

Sign/Date: [Signature] 12/5/18

Printed Name: JIM HOWARD,  
IT PROCUREMENT MANAGER  
Authorized Representative

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 2  
to  
Contract No. 5600 NS170000052  
for  
MPLS/Private Wireless Gateway Service  
between  
Verizon Business Network Services, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be June 27, 2018 through June 26, 2019. Two (2) options will remain.
- 2.0 The total contract amount is increased by \$8,818.94 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/27/2017 – 06/26/2018	\$8,018.94	\$8,018.94
Amendment No. 1: Administrative Increase. 03/13/2018	\$40,000.00	\$48,018.94
Amendment No. 2: Option 1 – Extension 06/27/2018 – 06/26/2019	\$8,818.94	\$56,837.34

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Anthony Recine 06/06/2018

Printed Name: Anthony Recine, SVP  
Authorized Representative

Sign/Date: [Signature] 6/12/18

Printed Name: JAMES T. HOWARD  
Authorized Representative

Verizon Business Network Services, Inc.  
One Verizon Way  
Basking Ridge, NJ 07920

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 1  
to  
Contract No. NS170000052  
for  
MPLS/Private Wireless Gateway Service  
between  
Verizon Business Network Services, Inc.  
and the  
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to increase available funding to provide additional support per Exhibit A in an amount not to exceed \$40,000.00 effective March 13, 2018.

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 06/27/2017 – 06/26/2018	\$8,018.94	\$8,018.94
Amendment No. 1: Administrative Increase. 03/13/2018	\$40,000.00	\$48,018.94

4.0 MBE/WBE goals were not established for this contract.

5.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Handwritten signature of Anthony Recine in blue ink.

03/16/2018

Printed Name: Anthony Recine, SVP  
Authorized Representative  
Verizon Business Network Services, Inc.  
One Verizon Way  
Basking Ridge, NJ 07920

Signature & Date:

Handwritten signature of Sai Xoomsai Purcell in blue ink.

3/21/18

Sai Xoomsai Purcell, Procurement Specialist IV  
City of Austin Purchasing Office

# EXHIBIT A

Customer: DIR - City of Austin

Quota Name: Fast Invoices for the City of Austin

Sales Contact: Mick Davis  
Title: Sales Director - UCC-Verizon Platinum Partner  
Address: 600 Hidden Ridge Irving, TX 75038  
Email: mdavis@ucc-ny.com  
Tel: (214) 793-6640

Technical Contact: John A DeLoach  
Title: Sr. Solution Architect, Verizon Business Markets  
Address: 1900 West Mockingbird Lane  
Email: john.a.delach@verizon.com  
Tel: (214) 237-4264

Account # Y2749388

Invoice #	Trans Date	Trans Code	Invoice Amount (USD)	Post Date	Due Date	Service Type
74717958	1/10/2018 12:00:00 AM	170	\$40.00	01/03/2018	02/09/2018	Long Distance
74717958A	1/10/2018 12:00:00 AM	170	\$2,604.00	01/03/2018	02/09/2018	MPLS/RIP
55401003	12/10/2017 12:00:00 AM	170	\$40.00	12/07/2017	01/09/2018	Long Distance
55401003A	12/10/2017 12:00:00 AM	170	\$2,604.00	12/07/2017	01/09/2018	MPLS/RIP
08607552	11/10/2017 12:00:00 AM	170	\$40.00	11/07/2017	12/10/2017	Long Distance
08607552A	11/10/2017 12:00:00 AM	170	\$2,604.00	11/07/2017	12/10/2017	MPLS/RIP
07669622	10/10/2017 12:00:00 AM	170	\$40.00	10/05/2017	11/09/2017	Long Distance
07669622A	10/10/2017 12:00:00 AM	170	\$2,604.00	10/05/2017	11/09/2017	MPLS/RIP
07101555	9/10/2017 12:00:00 AM	170	\$40.00	09/07/2017	10/10/2017	Long Distance
07101555A	9/10/2017 12:00:00 AM	170	\$2,604.00	09/07/2017	10/10/2017	MPLS/RIP
05303376	8/10/2017 12:00:00 AM	170	\$40.00	08/07/2017	09/09/2017	Long Distance
05303376A	8/10/2017 12:00:00 AM	170	\$2,604.00	08/07/2017	09/09/2017	MPLS/RIP
Sub-total			\$15,864.00			

Account # Y2750350

Invoice #	Trans Date	Trans Code	Invoice Amount (USD)	Post Date	Due Date	Service Type
74718735	1/10/2018 12:00:00 AM	170	\$1,528.41	01/03/2018	02/09/2018	MPLS/RIP
05635276	11/10/2017 12:00:00 AM	170	\$1,528.41	11/07/2017	12/10/2017	MPLS/RIP
07670966	10/10/2017 12:00:00 AM	170	\$1,528.41	10/05/2017	11/09/2017	MPLS/RIP
07102327	9/10/2017 12:00:00 AM	170	\$1,528.41	09/07/2017	10/10/2017	MPLS/RIP
05304126	8/10/2017 12:00:00 AM	170	\$1,528.41	08/07/2017	09/09/2017	MPLS/RIP
00315773B	7/19/2017 12:00:00 AM	600	-\$40.00	07/19/2017	08/09/2017	Long Distance
63125161C	7/19/2017 12:00:00 AM	600	-\$30.00	07/19/2017	08/18/2017	Long Distance
55393540E	7/19/2017 12:00:00 AM	600	-\$30.00	07/19/2017	08/18/2017	Long Distance
54651755H	7/19/2017 12:00:00 AM	600	-\$40.00	07/19/2017	08/18/2017	Long Distance
57478956C	7/19/2017 12:00:00 AM	600	-\$40.00	07/19/2017	08/18/2017	Long Distance
59247317D	7/19/2017 12:00:00 AM	600	-\$40.00	07/19/2017	08/18/2017	Long Distance
Sub-total			\$7,397.05			

Account # Y2749390

Invoice #	Trans Date	Trans Code	Invoice Amount (USD)	Post Date	Due Date	Service Type
74717955	1/10/2018 12:00:00 AM	170	\$2,135.11	01/03/2018	02/09/2018	Long Distance
55401004	12/10/2017 12:00:00 AM	170	\$2,126.82	12/07/2017	01/09/2018	Long Distance
08607553	11/10/2017 12:00:00 AM	170	\$2,126.82	11/07/2017	12/10/2017	Long Distance
07669623	10/10/2017 12:00:00 AM	170	\$2,126.82	10/05/2017	11/09/2017	Long Distance
07101556	9/10/2017 12:00:00 AM	170	\$2,096.95	09/07/2017	10/10/2017	Long Distance
05303377	8/10/2017 12:00:00 AM	170	\$2,096.95	08/07/2017	09/09/2017	Long Distance
Sub-total			\$12,715.47			
TOTAL			\$35,974.52			

## Notes

1) All line item details can be found on the repeated invoices.



Pricing is budgetary and it is subject to change. The rates specified herein do not include applicable taxes, fees, and surcharges.

1/29/2018

## Audit Trail for Verizon Signature by -- Finance

DB# 1093171

Customer Name: CITY OF AUSTIN, TEXAS

ContractID: 373014

Customer Sign Date:

Date Sent for Signature: 03/16/2018

Date PDF Was Printed:

Date Record Was Assigned: 03/16/2018 12:10:09

POC Accepting The Record: ANGELA.A.COOPER@ONE.VERIZON.COM

Date Signed Document Uploaded: 03/16/2018 12:18:59



**Financial and Administrative Service Department**  
**Purchasing Office**  
PO Box 1088, Austin, Texas, 78767

June 27, 2017

Verizon Business Network Services Inc.  
Mick Davis  
27133 Networks PL  
Chicago, IL 60673-1271

Mr. Davis:

The City of Austin approved the execution of a contract with Verizon Business Network Services Inc. in accordance with the referenced master agreement.

Responsible Department:	Communication & Tech Mgmt
Department Contact Person:	Ralph Warren
Department Contact Email Address:	ralph.warren@austintexas.gov
Department Contact Telephone:	512-974-1137
Project Name:	MPLS/Private Wireless Gateway Service
Contractor Name:	Verizon Business Network Services Inc.
Contract Number:	MA 5600 NS170000052
Contract Period:	06/27/2017 through 06/26/2018
Extension Options:	Three 12-month options to extend
Dollar Amount:	Initial term = not to exceed \$8,018.94. Extension (1) = not to exceed \$8,818.94. Extension (2) = not to exceed \$9,618.94. Extension (3) = not to exceed \$10,418.94
Agenda Item Number:	NA
Council Approval Date:	NA

A copy of the contract/purchase order will be forwarded via email.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Bartley Tyler  
Procurement Specialist I  
City of Austin Purchasing Office  
Finance and Administrative  
Service Department



**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
VERIZON BUSINESS NETWORK SERVICES INC  
For  
MPLS/Private Wireless Gateway Service**

This Contract is between Verizon Business Network Services Inc., having offices at One Verizon Way, Basking Ridge, NJ 07920, and the City, a home-rule municipality incorporated by the State of Texas.

**This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 Exhibit A, Supplemental Terms
- 1.1.3 Exhibit B, Verizon Quote ID: Budgetary, dated February 3, 2017,
- 1.1.4 Exhibit C, Non-Discrimination Certification (fed0800)
- 1.1.5 Exhibit D, Non-Suspension Certification (fed805)
- 1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
  - 1.2.1 This Contract
  - 1.2.2 Supplemental Terms as referenced in Section 1.1.2
  - 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3
- 1.3 **Quantity.** Quantity of goods or services as described in Exhibit B.
- 1.4 **Term of Contract.** The Contract will be in effect on the date executed by the City (Effective Date) for an initial term of 12 months and may be extended thereafter for up to 3 additional 12 month periods.
- 1.5 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$8,018.94 for the initial contract term and \$8,818.94 for option 1, \$9,618.94 for option 2, \$10,418.94 for option 3, for a total Not-to-Exceed amount of \$36,875.76 including all fees and expenses..

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

## Exhibit A

### Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Mick Davis, Phone: (214) 793-6640 Email: mdavis@ucx-ny.com. The City's Contract Manager for the engagement shall be Ralph Warren, Phone: (512) 974-1137, Email: ralph.warren@austintexas.gov.

2. **Invoices.**

Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Address:	PO Box 1088
City, State, Zip Code	Austin, TX 78767
Email Address	CTMAPInvoices@austintexas.gov

3. **Travel Expenses.** No travel expenses are authorized under this Contract.

4. **Equal Opportunity**

5.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Right To Audit**

- i. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- ii. The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

**City of Austin, Texas  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION  
SOLICITATION NO.**

**City of Austin, Texas  
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*

*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 26 day of June, 2017

CONTRACTOR

Authorized Signature



Title

SVP

**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**  
**SOLICITATION NO.**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: \_\_\_\_\_

Signature of Officer  
or Authorized  
Representative:



Date: 06/26/2017

Printed Name:

Anthony Recine

Title

SVP





# City of Austin FSD Purchasing Office

## Certificate of Exemption

DATE: 04/05/2017 DEPT: Communications and Technology Management  
TO: Purchasing Officer or Designee FROM: Stephen Elkins  
BUYER: James Scarboro PHONE: (512) 974-1644

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)
  - ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
  - ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
  - ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
  - ☐ a procurement for personal, professional, or planning services
  - ☐ a procurement for work that is performed and paid for by the day as the work progresses
  - ☐ a purchase of land or right-of-way
  - ☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
  - ☐ a purchase of rare books, papers, and other library materials for a public library
  - ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
  - ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for
  - cooperative purchasing administered by a regional planning commission established under Chapter 391
  - ☐ services performed by blind or severely disabled persons
  - ☐ goods purchased by a municipality for subsequent retail sale by the municipality
  - ☐ electricity
  - ☐ advertising, other than legal notices
  - ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

Verizon Wireless Network Connectivity has been in use by the City of Austin for 14 years. It is utilized to provide wireless connectivity to the Police, Fire, and EMS Mobile Data Computers (MDC) out in the field in support of City of Austin citizens who call 911 for emergency services. Verizon Enterprise Services is the sole provider of Verizon Multiprotocol Packet Label Switching infrastructure which is required to connect Verizon 4G enabled MDCs to the Public Safety network. Verizon does not allow other service providers to provide MPLS infrastructure into Verizon Wireless Network Operations Centers.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Verizon which will cost approximately \$40,000.00 (Provide estimate and/or breakdown of cost).

Recommended  
Certification

R. Z. [Signature] 5 APR 17  
Originator Date

Approved  
Certification

Stephen G. Elkins May 4, 2017  
Department Director or designee Date

Assistant City Manager / General Manager Date  
or designee (if applicable)

Purchasing Review  
(if applicable)

[Signature] 5/16/17  
Buyer Date Manager Initials

Exemption Authorized  
(if applicable)

\_\_\_\_\_  
Purchasing Officer or designee Date

02/26/2013



## Certificate of Exemption (COE) Guidelines & Helpful Questions:

Provide complete responses to questions #3 and #5 on the COE. These questions can assist in this process.

### Sole Source Exemptions

1. Why is it a sole source? Verizon is the only provider of MPLS service with access back into their wireless datacenters. Currently Public Safety utilizes Verizon Wireless to provide broadband connectivity to their MDCs, which host critical 911 applications.
2. Why is the vendor the only viable solution? Verizon is the only provider of MPLS service with access back into their wireless datacenters.
3. Has this procurement been competitively bid in the past? How have we been procuring previously? A sole source procurement was used 3 years ago to setup a multi-year contract.
4. Are there any other acceptable brands? If not what makes them unacceptable? There are currently no other providers allowed to terminate their data services in Verizon Wireless data centers.
5. Is there a concern regarding warranty, compatibility, health and public safety, and/or routine safety? These circuits are used to provide broadband connectivity to Public Safety MDCs, which are used to assign units to 911 calls.
6. Are there territorial or geographic restrictions? N/A
7. Are there resellers, distributors, or dealers in the market? N/A
8. What other suppliers or products/services were considered? N/A
9. If the product is designed to be compatible with existing equipment/item, describe the age, value and useful life remaining of the current equipment/item. What is the estimated cost of buying new equipment/item? What is value of buying the addition versus buying all new? Current MDCs on the Verizon MPLS network are anywhere from 1-5 years in age and it would cost over 3 million dollars to convert them all. The City would also lose redundancy in carriers by moving away from Verizon.
10. Is there a way to retrofit another brand? What is this estimated associated cost? N/A
11. What specialized training or certifications are necessary to maintain or repair the equipment/item? Is it specific to the proposed vendor? N/A

**Required Documentation:** Scope of Work, Vendor's proposal/quote, Vendor's sole source letter: less than 6 months old, signed by an authorized representative, and on company letterhead, should clearly state they are the sole provider and why.