

Amendment No. 2
to
Contract No. NS180000004
for
CryWolf Software Maintenance and Support
between
Public Safety Corporation
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective March 1, 2019 through February 29, 2020. One (1) option will remain.
- 2.0 The total contract amount is increased by \$14,091.00 this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/01/18 – 02/28/19	\$13,536.00	\$13,536.00
Amendment No. 1: Change in Vendor Name, Vendor Code, FEIN #	\$0.00	\$13,536.00
Amendment No. 2: Option 1 – Extension 03/01/19 – 02/29/20	\$14,091.00	\$27,627.00

- 3.0 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.
- 4.0 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.

DocuSigned by:
Sign/Date: Lisa Neumann 3/19/2019
81171DEF05584F5...
Printed Name: Lisa Neumann Controller
Authorized Representative

Sign/Date: Ken Bragdon 3/19/19
Printed Name: Ken Bragdon
Authorized Representative
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. NS180000004
for
CryWolf Software Maintenance and Support
Between
AOT Public Safety Corporation
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	AOT Public Safety Corporation dba Public Safety Corporation	Public Safety Corporation
Vendor Code	VS000003380	V00000948937
FEIN		

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.

A handwritten signature in cursive script that reads "Linell Goodin-Brown".

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

A handwritten date "11-8-17" written in cursive script.

Date

**CONTRACT BETWEEN THE CITY OF AUSTIN
And
PUBLIC SAFETY CORPORATION
For
CRYWOLF SOFTWARE AND MAINTENANCE
MA 5600 NS180000004**

This Contract is between Public Safety Corporation at 103 Paul Mellon Court, Waldorf, MD 20602 and the City, a home-rule municipality incorporated by the State of Texas.

1.1 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, Public Safety Corporation Offer
- 1.1.4 Exhibit C, Scope of Work
- 1.1.5 Exhibit D, Software License and Maintenance Agreement
- 1.1.6 Exhibit E, Non-Discrimination Certification
- 1.1.7 Exhibit F, Non-Suspension or Debarment Certification

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 Exhibit A
- 1.2.3 Exhibit B
- 1.2.4 Exhibit C
- 1.2.5 Exhibit D

1.3 Quantity. Quantity of goods or services as described in Exhibit B.

1.4 Term of Contract. The Contract shall be in effect on March 1, 2018 for an initial term of 12 months and may be extended thereafter for up to 2 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

1.5 Compensation. The Contractor will be paid an amount not-to-exceed \$13,536.00 for the initial 12 month term, \$14,091.00 for the first extension, and \$14,672.00 for the second extension, for a total estimated contract amount not to exceed \$42,299.00 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.

PUBLIC SAFETY CORPORATION

George R. Wilson

Printed Name of Authorized Person

GR Wilson

Signature

President

Title:

11/2/2017

Date:

CITY OF AUSTIN

Paula Barriffe

Printed Name of Authorized Person

Barriffe

Signature

Procurement Specialist 1

Title:

11/06/2017

Date:

Exhibit Listing

Exhibit A	Supplemental Terms
Exhibit B	Public Safety Corporation Offer
Exhibit C	Scope of Work
Exhibit D	Software License and Maintenance Agreement
Exhibit E	Non Discrimination Certification
Exhibit F	Non Suspension or Debarment Certification

Exhibit A
Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Les Greenberg, Phone: (877)729-9653 Ex. 101, Email: lgreenberg@publicsafetycorp.com. The City's Contract Manager for the engagement shall be Daniel Dellemonache; Phone: (512)974-5057, Email: Daniel.Dellemonache@ausps.org .

2. **Invoices.**

Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management (CTM)
Attention	Accounts Payable
Email Address	CTMAPIInvoices@austintexas.gov

3. **Travel Expenses.** Travel expenses are not authorized under this Contract.

4. **Equal Opportunity**

4.1.1 **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 E. 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.

4.1.2 **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**

5.1.1 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.

5.1.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

Exhibit B
Public Safety Corporation Offer

Public Safety Corporation

103 Paul Mellon Ct.
Waldorf, MD 20602

Quote

Date	Estimate #
3/2/2017	AUST-13A

Name / Address
City of Austin-CTM Accounts Payable P.O. Box 1088 Austin, TX 78767

			Project
Description	Qty	Rate	Total
Annual Cry Wolf Software License and Maintenance Agreement Renewal Fee for the period of 3/1/2018 thru 2/28/2019 for Four Full Licenses	1	9,474.00	9,474.00
Annual Cry Wolf Software License and Maintenance Agreement Renewal Fee for the period of 3/1/2018 thru 2/28/2019 for Three Full Licenses	1	2,862.00	2,862.00
Software Source Code Escrow 3/1/2018 thru 2/28/2019	1	1,200.00	1,200.00
Annual Cry Wolf Software License and Maintenance Agreement Renewal Fee for the period of 3/1/2019 thru 2/28/2020 for Four Full Licenses	1	9,900.00	9,900.00
Annual Cry Wolf Software License and Maintenance Agreement Renewal Fee for the period of 3/1/2019 thru 2/28/2020 for Three Full Licenses	1	2,991.00	2,991.00
Software Source Code Escrow 3/1/2019 thru 2/28/2020	1	1,200.00	1,200.00
Annual Cry Wolf Software License and Maintenance Agreement Renewal Fee for the period of 3/1/2020 thru 2/28/2021 for Four Full Licenses	1	10,346.00	10,346.00
Annual Cry Wolf Software License and Maintenance Agreement Renewal Fee for the period of 3/1/2020 thru 2/28/2021 for Three Full Licenses	1	3,126.00	3,126.00
Software Source Code Escrow 3/1/2020 thru 2/28/2021 Contract NA120000138	1	1,200.00	1,200.00
Federal Tax I.D. 46-5165540 Phone # 240-607-1406			
Fax #		301-638-9319	
Total			\$42,299.00

Exhibit C Scope of Work

CITY OF AUSTIN PURCHASING OFFICE PURCHASING SPECIFICATION SOLICITATION NO

ALARM PERMITTING/FALSE ALARM TRACKING SOFTWARE

1.0 **PURPOSE**

Alarm system permitting and false alarm tracking Commercial-Off-The-Shelf (COTS) software solutions for the City of Austin's Police Department (APD). The system will encompass the ability to track false alarm data including new registrations and renewals, alarm activations, letters and invoices, account histories, hearings and appeals, management reports and accounts receivable functions such as billing of fees assessed for false alarms.

2.0 **SCOPE OF WORK**

2.1 Title of Program

False Alarm Dispatch Reduction

2.2 Objective

The handling and the collection of false alarms and alarm permits for the Austin Police Department. The primary objectives of APD in purchasing COTS are:

- To have a proven software package that maintains and tracks alarm permits, false alarms, and repeat alarms as well as allow for the collection of permit fees and false alarm service fees.
- To have a system that is capable of receiving and processing a secure Computer-Aided Dispatch data extract file upload (produced by the City) that contains alarm incident data and generate reports.
- To have a system that produces alarm management information including but not limited to reports by defined time period on functions such as billings, appeal adjustments, collections, false alarm statistics, alarm account histories, top offenders, and overall program performance.

2.3 Referral Criteria

APD makes no guarantee as to the number, type, dollar amount, or collectability of fines or permitting fees from these accounts. However, in general, the City's alarm permit fees and false alarm billings bring in approximately \$3 million of revenue annually to the City of Austin's General Fund.

3.0 **BACKGROUND**

The Austin Police Department (APD) needs a reliable system to issue alarm permits and track the false alarm incidents dispatched by APD. Enhancing citizens' access to their government's services contributes to the City of Austin's vision of being the most livable city in the country.

By increasing citizen awareness, access to information and the APD Alarm Billing programming in particular, citizens will be able to apply for permits and pay for services at their convenience. APD District Representatives serve as a liaison between the community and the police department to assist the community in solving neighborhood problems. As an added value to our citizens, District Representatives use current alarm permits and false alarm warnings as part of their neighborhood education program.

4.0 REPORTS

- 4.1 The application must be capable of receiving and processing a secure Computer-Aided Dispatch data extract file upload (produced by the City) to generate a report for the APD Alarm Unit of the previous day's false alarm incidents and no permits, detailing the incidents or no permits that did not match from the CAD reporting server to the new system.
- 4.2 The application must generate a report to query alarm permits that will be expiring within 30 days of a specific date.
- 4.3 The application must generate a report to query all alarm permits that will expire within a specific date range.
- 4.4 The application must generate a report to query all alarm permits that were issued within a specific date range.
- 4.5 The application must generate a report to query all alarm permits that were cancelled within a specific date range.
- 4.6 The application must generate a report to query all alarm permits that were revoked within a specific date range.
- 4.7 The application must generate a report to query all alarm permits that were revoked totaling \$500.00 or less.
- 4.8 The application must generate a report to query all alarm permits that were revoked totaling \$500.00 or more.
- 4.9 The application must generate a statistical report detailing all permits within a specific date range and group them by their current status, all paid fees collected within that date range, and all refunds generated within that date range.
- 4.10 The application must generate a revenue report for all fees collected during a specific date range.
- 4.11 The application must generate a report by multiple search criteria such as by name, alarm permit number, address, and phone number, including partial and wildcard searches displaying all false alarm incident information grouped by robbery and burglary call.
- 4.12 The application must generate a report of the number of permits for each alarm company by zip code.
- 4.13 The application must generate a report of permits by apartment complex.

- 4.14 The application must generate a report to APD District Representative of addresses in their district that are operating alarm systems without a permit.
- 4.15 The application must generate a report of revoked permits 15 days after the revocation letter is issued within a specified date range.
- 4.16 The application must generate a report showing permits that have requested appeal hearings.
- 4.17 The application must generate separate reports of delinquent accounts of 30, 60, and 90 + days.
- 4.18 The solution must generate reports in a variety of file formats, including XML, PDF etc.
- 4.19 Reports provided by the application must be compatible with Crystal Reports, or provide a mechanism by which they can be initiated via integration with a Crystal Report's Server.

5.0 CONTRACTOR REQUIREMENTS

- 5.1 All system design, software installation, programming, testing, performance tuning, training, documentation and implementation required for the system. If third-party software is required, Contractor must assume full responsibility for its inclusion in this solution unless otherwise agreed upon in writing by the City and the Contractor.
- 5.2 All technical documents for the proposed system and its components. These documents must include administrator and end user manuals about product installation and maintenance, including detailed design documents for any customized system application and test plans. The Contractor must grant the City the authorization to reproduce any provided documents for internal use subject to copyright requirements.
- 5.3 Assist in the development of an acceptance test plan and assist in the performance of testing the entire system. During testing, the Contractor must be available for assistance and correction of any error detected. Testing must be successfully performed before the City approves the final sign-off for the acceptance of the system.
- 5.4 Be available via a toll-free number for technical support and problem resolution during City business hours (5:00 a.m. – 10:00 p.m. CST, Monday through Friday) during onsite implementation and 8:00 a.m. – 5:00 p.m. CST during offsite PSC planning and preparation activities.
- 5.5 Provide a detailed list of the necessary resources and expertise, complete with personnel job descriptions, which must be required for the City to maintain the system once implemented.
- 5.6 Provide technical training to a minimum of six (6) users AND system administration training to a minimum of two (2) users AND end-user training to a minimum of six (6) users.

6.0 PERFORMANCE STANDARDS

6.1 The Contractor's performance is acceptable when the City of Austin has accepted in writing:

6.1.1 Delivery of Software

6.1.2 Completion of Planning and Project Schedule

6.1.3 Acceptance of Data Conversion Methodology and Results (prior to final data conversion iteration)

6.1.4 Completion of System Configuration (Development, Test and Production)

6.1.5 Completion of Final Installation (Development, Test and Production)

6.1.6 Completion of Training Staff on Software

6.1.7 Completion of System Reliability Testing (after 30 days reliability test – Development, Test and Production)

6.1.8 Final System Sign Off

7.0 LAWS, STATUTES AND OTHER GOVERNMENTAL REQUIREMENTS

7.1 Contractor must comply with all laws, statutes, and other governmental provisions in effect during the term of the agreement. Any software used by the contractor must be compatible with the City of Austin native network infrastructure.

8.0 DELIVERABLES AND MILESTONES

Deliverables / Milestones	Description of Contractor's Responsibilities	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Provide City with point of contact for duration of contract	<ul style="list-style-type: none"> Provide City with one point of contact for the duration of the contract to provide assistance. 	Date of contract execution	City approval	5.4
Provide City with a detailed list of personnel, and resources to keep software functional	<ul style="list-style-type: none"> Provide City with a list of resources and personnel to contact as needed. 	Date of contract execution	City approval	5.5
City shall perform a performance check	<ul style="list-style-type: none"> The City will provide a performance check after software implementation. 	After software implementation	City approval	6.1

Exhibit D
Software License and Maintenance Agreement



AOT Public Safety Corporation
103 Paul Mellon Court
Waldorf, Maryland 20602
Toll Free: 1-877-729-9653
www.crywolf.us

ANNUAL END USER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Agreement between AOT Public Safety Corporation (PSC), located at 103 Paul Mellon Court, Waldorf, Maryland 20602; and, the City of Austin Police Department, Texas (End User) with its principal place of business at 715 E Eighth Street, Austin, Texas, 78767

WHEREAS, PSC has created and markets a patented (U.S. Patent No. 6,856,246), software proprietary product called CryWolf®, (also referred to as the "Software"), an integrated suite of software applications operating in a Windows-based environment, designed to assist false alarm reduction managers and planners in government agencies and industry in accessing information relevant to false alarms; and,

WHEREAS, the Software has been developed at PSC's private expense for the commercial marketplace and is not in the public domain; and,

WHEREAS, the End User desires to obtain a non-transferable, non-exclusive license to use CryWolf®.

NOW, THEREFORE, the parties agree as follows:

Scope of License. The End User is hereby licensed annually, for so long as the End User continues this Annual End User Software License and Maintenance Agreement ("Agreement"), to use the Software on the End User's single system, network, or multiple independent systems, as stated in Schedule A - Provided Software Licenses.

Support Services to End User. Training installation and other support services are to be provided, as described in the End User Alarm Permitting/False Alarm Tracking Software Master Agreement: MA 5600 NA120000138 ("Contract").

Payment. The End User shall pay PSC for license(s) and the Support Services described and provided all as stated in the Payment Schedule.

Technical Support. PSC shall provide End User with technical support by telephone,

electronically, and by publication for no additional fee as part of this Agreement (See Exhibit A). PSC maintains a website to facilitate its technical support.

Upgrades and Additional Services. The End User and PSC may upgrade, as new releases or enhancements (bug fixes, patches, etc.) of the Software are issued by PSC at no cost to the End User so long as End User remains current with the annual support fee. The End User and PSC may add to or modify Software or related support services in conjunction with this Agreement or at a later time by executing a mutually agreed contract supplement. The license for the use of any upgrades to the Software or its documentation supplied through such agreements shall be covered by the terms of this Agreement.

Changes. The End User may request, by written notice to PSC, an alteration in the scope or duration of the training, installation and/or support services. All changes shall be incorporated into this Agreement by the parties' execution of a mutually agreed contract supplement. No change directive shall vary or otherwise affect the terms, conditions and provisions of this Agreement except as specifically set forth in the mutually agreed contract supplement.

Annual Software License and Maintenance Renewal. One year after live (production) operation; the End User shall have the option to continue this Agreement with PSC exclusively. The annual fee for continuing this software license and maintenance shall be as described in the Contract, unless custom software modifications are made at the End User's request, or additional software licenses are added by executing a mutually agreed Contract amendment.

Not for Commercial Use or Resale. Use of the Software is limited to use by the End User. The End User may not use this Software for commercial purposes. The End User may not resell, or otherwise transfer for value, the Software.

Removal, Transfer, or Modification of Software. The End User shall keep all copies of the Software at the actual site(s) of installation and in no other place (except that one back-up copy may be kept at the End User's usual location for keeping computer data back-ups). The End User shall not remove the Software outside the United States. The End User shall not modify nor authorize modification of the Software in any manner without express written permission of PSC.

Reproduction and Copyright. The Software is protected under the Copyright and Patent laws of the United States, and as extended by treaty, Canada. To the extent permitted by law, the End User may not copy, or allow anyone else to copy or otherwise reproduce, any part of the Software without prior written consent of PSC, except to store and/or install a copy of the Software on a storage device, such as a network server, used only to run the Software on other computers over an internal network. The Software must be copied as a whole and each copy must include this Agreement. To the extent permitted by law, all other copying is prohibited.

Limitations on Reverse Engineering, Decompilation and Disassembly. The End User may not reverse engineer, decompile, or disassemble the Software.

Separation of Components. The Software is licensed as a single product. Its component parts may not be separated.

Notices of Intellectual Property Rights. The End User shall assure that PSC's notices of intellectual property (e.g., patent, trademark, and copyright notices), if any, shall remain visible on the Software when displayed electronically or when output created by it is printed out.

Warranty and Disclaimer. The Software will perform substantially in accordance with its accompanying administrative and user manuals, and any additional End User specifications included in this Agreement. For a period of one year from the date of this Agreement, PSC agrees to correct or replace, at its own expense, any software that does not conform to this documentation and specifications. As to the Software and its documentation, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, EXCEPT FOR THOSE CONTAINED IN THIS AGREEMENT, ARE DISCLAIMED AND WAIVED BY PSC.

The End User is obtaining the Software to support the End User's enforcement of the current End User false alarm ordinance ("Ordinance"). Beyond supporting enforcement of this Ordinance, PSC does not guarantee that the Software will meet "all requirements" of the End User's business or all requirements of the Software with which it interacts. PSC shall not be responsible for any damages, consequential or otherwise, that the End User or its employees or agents in the use of the Software may suffer. (Such damages shall include but not be limited to lost profits, lost sales, all actions lying in tort, prima facie tort, or any other cause of action arising out of the use or performance of the Software.)

Termination. The software license shall terminate immediately if the End User does not comply with any term of this Agreement, including but not limited to, nonpayment of license and maintenance fees, nonpayment of other contracted for services, removal of the Software to other locations, unauthorized copying of the Software, or modifying the Software in any manner. The End User may terminate this license at any time by so indicating in writing to PSC.

Return/Destruction of Software. Upon termination, this license shall cease; all copies of the Software and documentation shall be returned to PSC or destroyed. Any use of the Software after termination is not authorized by PSC and shall be considered by PSC to be infringement of its intellectual property rights.

Protection of PSC Trade Secrets and Intellectual Property. Except as directed by PSC and permitted under this Agreement, the End User shall not at any time during or after the term of this Agreement allow the copying of the Software or its documentation by any person, or permit any other person to authorize copying or make copies of the Software, its documentation, or any part of it. The End User shall not decompile, reverse engineer,

or disassemble the Software. Only the End User's employees or agents understanding the basic terms of this license and who are aware of PSC's ownership of the Software shall have access to any facility for copying the Software or decompiling, disassembling, or modifying it. PSC hereby grants the right to the End User to copy the licensed Software as necessary to its hard disks or other such storage medium to efficiently operate the Software on the End User's single-user system, multiple-user system, or network, as authorized by this Agreement.

Audits. PSC may make reasonable examinations of the End User's computer installations to ascertain that the End User is complying with the limitations upon copying stated in this Agreement. If such an examination shows any non-compliance, PSC may terminate this Agreement, and the End User shall pay all expenses of such examination.

Injunctive Relief. The misuse, copying, or disclosure of the Software will give rise to irreparable injury to PSC, and leave PSC inadequately compensated in damages. Accordingly, PSC may seek and obtain injunctive relief against the End User's breach or threatened breach, in addition to any other legal remedies, such as suit for copyright infringement, which may be available. The End User further acknowledges and agrees that these covenants are necessary for the protection of PSC's legitimate business interests and are reasonable in scope and content.

Related Software. This Agreement may be executed concurrently along with an agreement with other software companies that cover certain application software that works with the Software. The End User acknowledges that the other software companies and PSC are each responsible for different functions and that there are no representations or agreements regarding the Software other than those contained in this Agreement.

Governing Law. The laws of the State of Texas shall govern this Agreement.

Assignments, Transfers. This Agreement, the rights, duties, and obligations in this license, or the Software and its documentation may not be assigned or transferred by the End User.

Notices. Notices to parties shall be at the addresses stated above.

Consent to Jurisdiction, Venue, and Service. All legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within Travis County, State of Texas. The End User consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, addressed to the party where it is to receive notice.

Severability. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired.

No Waiver. The failure by any party to exercise any right stated in this Agreement shall not be deemed a waiver of the right.

Complete Agreement. This Agreement and Purchase Order sets forth the entire understanding of the parties as to the Agreement's subject matter and may not be modified except by further written agreement.

WHEREAS, the parties have executed this Agreement on the dates indicated below.

AOT Public Safety Corporation

Date: SEPTEMBER 19, 2012

By:

[Signature]
LEI GREENBERG
Chief Executive Officer

Date:

9/20/12

City of Austin

By:

[Signature]
Brenda Helgen-Sr. Buyer
[Name and Title]

Exhibit E
Non Discrimination Certification

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

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.

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 26th day of October, 2017

CONTRACTOR

Authorized Signature

Title

Public Safety Corp.
GR Weber
President

Equal Opportunity and Commitment to Diversity

Equal Opportunity

The Company provides equal employment opportunities to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, or service in the military. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation and training.

Public Safety Corporation expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

Americans with Disabilities Act (ADA) and Reasonable Accommodation

To ensure equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result.

Employees who may require a reasonable accommodation should contact the Human Resources Department.

Commitment to Diversity

The Company is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in company policy and the way we do business, and is an important principle of sound business management.

Workplace Harassment and Complaint Procedure

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. The Company is committed to providing a work environment that provides employees equality, respect and dignity. In keeping with this commitment, PSC has adopted a policy of "zero tolerance" with regard to employee harassment.

Definition of Harassment. Harassment is defined under federal law as unwelcome conduct that is based on race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age (40 or older), disability, veteran status, or other characteristic protected by state or federal laws. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued

employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts.

Definition of Sexual Harassment. Sexual harassment is prohibited by federal, state and local laws, and applies equally to men and women. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when the conduct: (1) explicitly or implicitly affects a term or condition of an employee's employment; (2) is used as the basis for employment decisions affecting the employee; or (3) unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

It is Public Safety Corporation's policy to provide a work environment free of sexual and other harassment. To that end, harassment of Company employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. The Company will take all steps necessary to prevent and eliminate unlawful harassment.

Complaint Procedure. Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment,

is requested and encouraged to make a complaint. Complaints should be brought to the attention of Human Resources. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to Human Resources as well.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to Human Resources.

All complaints of harassment, sexual harassment and other inappropriate sexual conduct will be promptly, thoroughly and impartially investigated and, to the extent possible, with regard for confidentiality.

If the investigation confirms conduct contrary to this policy has occurred, the Company will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

The above material is an excerpt from Public Safety Corporation's employee handbook. The handbook is provided to each employee as well as available on the company's public folder.

A handwritten signature in black ink, reading "Linda Simons". The signature is written in a cursive, flowing style.

LINDA SIMONS

Director, Human Resources

Exhibit F

City of Austin, Texas
Section 0805

NON-SUSPENSION OR DEBARMENT CERTIFICATION

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:

Public Safety Corporation

Signature of Officer or
Authorized
Representative:

GR Wilson

Date:

11/3/17

Printed Name:

George R. Wilson

Title

President



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 05/09/2017

DEPT: Police

TO: Purchasing Officer or Designee

FROM: Dan Dellemonache

BUYER:

PHONE: (512) 974-5057

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.

CryWolf is patented software (U.S. Patent No. 6,856,246) that is the intellectual property of Public Safety Corporation (PSC). PSC is the only provider of the license as well as the renewal, and maintenance and support services. This will establish a new contract with AOT Public Safety Corporation which will replace the current contract NA120000138.

The new contract will be for three years:

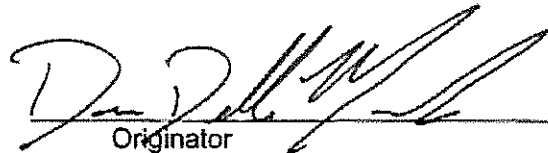
FY18: \$13,536, FY19: \$14,091, FY20: \$14,672

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).


APD has conducted preliminary market research for comparable false alarm/accounts receivable software. APD has determined that continuing to contract with PSC would be our best option. This is due in large part to the time and resources that APD will save from training staff on new software, data/account conversion, system configuration, and other elements that would be required of any new software package. This also presents a budget issue since APD has \$13,500 available for this software in the FY18 budget.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with AOT Public Safety Corporation which will cost approximately \$42,299.00 (Provide estimate and/or breakdown of cost).

Recommended
Certification

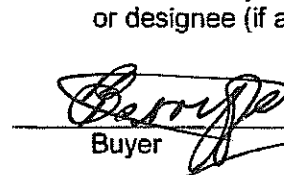

 5-17-17
Originator Date

Approved
Certification

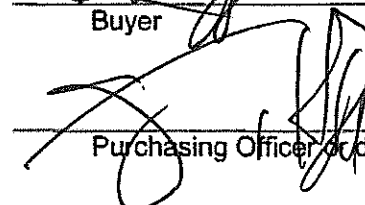
 5/18/17
Department Director or designee Date

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

Purchasing Review
(if applicable)

 11/06/17 
Buyer Date Manager Initials

Exemption Authorized
(if applicable)

 11/6/17
Purchasing Officer or designee Date

02/26/2013



April 4, 2017

Mr. Daniel Dellemonache
Contract Management Specialist III
City of Austin Police Department
Procurement & Contract Services
P.O. Box 1088
Austin, TX 78767

RE: CryWolf Software

Dear Mr. Dellemonache:

This letter is in response to the question concerning available supply sources for CryWolf false alarm tracking and billing software. CryWolf is patented software (U.S. Patent No. 6,856,246) that is the intellectual property of Public Safety Corporation (PSC). PSC licenses this software and provides upgrades as well as annual license renewal, maintenance and support. PSC is the sole source for CryWolf software and software upgrades, and software licensing, maintenance and support services.

If you have any questions, please contact me at the numbers and addresses below.

Sincerely,

A handwritten signature in black ink that reads "Les Greenberg". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Les Greenberg
General Sales Manager
lgreenberg@publicsafetycorp.com

Public Safety Corporation
103 Paul Mellon Court
Waldorf, MD 20602
phone: 877.729.9653 x101
direct: 240.607.1401
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www.crywolf.us

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