



Amendment No. 2
to
Contract No. MA 5600 NS170000005
for
RouteSmart Technologies, Software Annual Maintenance and Support
between
RouteSmart Technologies, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective January 01, 2020 to December 31, 2020. Two options will remain.
- 2.0 The total contract amount is increased by \$5,305 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/01/2018 – 12/31/2018	\$5,000.00	\$5,000.00
Amendment No. 1: Option 1 – Extension 01/01/2019 – 12/31/2019	\$5,150.00	\$10,150.00
Amendment No. 2: Option 2 – Extension 01/01/2020 – 12/31/2020	\$5,305.00	\$15,455.00

- 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.

Sign/Date:

Jeannie Merson

Printed Name: Jeannie Merson/Financial Manager
Authorized Representative
RouteSmart Technologies, Inc.
8850 Stanford Boulevard, Suite 3250
Columbia, Maryland 21045-4766
jcearfoss@routesmart.com
410-290-0226

Sign/Date:

Elisa Folco 12/5/19
Elisa Folco
Spec.

~~Jim Howard~~
Procurement Manager
Cit of Austin Purchasing Office
124 West 8th Street, Suite 310
Austin, Texas 78704



Amendment No. 1
to
Contract No. 5600 NS170000005
for
RouteSmart Technologies, Software Annual Maintenance and Support
between
RouteSmart Technologies, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be January 01, 2019, through December 31, 2019. Three (12 month) options will remain.
- 2.0 The total contract amount is increased by \$5,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/01/2018 – 12/31/2018	\$5,000.00	\$5,000.00
Amendment No. 1: Option 1 – Extension 01/01/2019 – 12/31/2019	\$5,150.00	\$10,150.00

- 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: Jeannie Merson 12-4-18
Printed Name: Jeannie Merson
Authorized Representative

RouteSmart Technologies, Inc.
8850 Stanford Blvd. Ste 3250
Columbia, MD 21045-4766

Sign/Date: Bartley Tyler 12/4/18
Printed Name: Bartley Tyler
Authorized Representative

Sign/Date: [Signature] 12/4/18
Printed Name: T. Howard

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

12/4/18



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

12/20/2017

RouteSmart Technologies, Inc.
Jeannie Merson
8850 Stanford Boulevard, Suite 3250
Columbia, MD 21045

Dear Jeannie Merson:

The City of Austin approved the execution of a contract with RouteSmart Technologies Inc., in accordance with the referenced master agreement.

Responsible Department:	Austin Resource Recovery
Department Contact Person:	Joe Gutierrez
Department Contact Email Address:	jo.gutierrez@austintexas.gov
Department Contact Telephone:	512-974-6084
Project Name:	RouteSmart Technologies, Software Annual Maintenance and Support
Contractor Name:	RouteSmart Technologies, Inc.
Contract Number:	MA 5600 NS170000005
Contract Period:	January 01, 2018 thru December 31, 2018
Extension Options:	Four additional 12 month periods
Dollar Amount:	The Contractor shall be paid a total Not-to-Exceed amount of \$5,000.00 including all fees and expenses for the first term. \$5,150.00 for the second term. \$5,305.00 for the third term. \$5,464.00 for the fourth term. And, \$5,628.00 for the fifth term. The overall Not-to-Exceed amount total is \$25,547.00
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
And
RouteSmart Technologies, Inc.
For
RouteSmart Technologies, Software Annual Maintenance and Support

This Contract is between RouteSmart Technologies, Inc. having offices at 8850 Stanford Boulevard, Suite 3250, Columbia, MD 21045 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, RouteSmart Technologies Offer dated November 21, 2017
- 1.1.4 Exhibit C, Non-Discrimination Certification
- 1.1.5 Exhibit D, Non-Suspension 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 Supplemental Terms as referenced in Section 1.1.2
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications

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

1.4 Term of Contract. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to 4 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee..

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$5,000.00 including all fees and expenses for the first term. \$5,150.00 for the second term. \$5,305.00 for the third term. \$5,464.00 for the fourth term. And, \$5,628.00 for the fifth term. The overall Not-to-Exceed amount total is \$25,547.00

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.

RouteSmart Technologies, Inc

CITY OF AUSTIN

Laurence Levy

Printed Name of Authorized Person

Laurence Levy

Signature

COO/Executive Vice President

Title:

12/11/17

Date:

Bartley Tyler

Printed Name of Authorized Person

Bartley Tyler

Signature

Procurement Specialist I

Title:

12/12/17

Date:

Exhibit Listing

Exhibit A	Supplemental Terms
Exhibit B	RouteSmart Technologies, Inc. Offer Dated November 21, 2017
Exhibit C	Non Discrimination Certification
Exhibit D	Non Suspension Certification

Exhibit A
Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Jeannie Merson, Email: jmerson@routesmart.com Phone: 800-977-7284 ext. 3201 The City's Contract Manager for the engagement shall be Joe Gutierrez; Email: jo.gutierrez@austintexas.gov Phone: 512-974-6084.

2. **Invoices.**

Invoices shall be mailed to the below address:

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

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 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.

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.

City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation 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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 and non-retaliation 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 THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy 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 and the Non-Retaliation Policy.


Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, 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 payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 21st day of November, 2017

CONTRACTOR
Authorized
Signature

Title

Laurence Levy
RouteSmart Technologies Inc.

EVP/COO

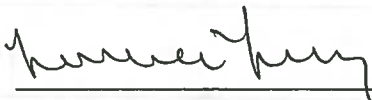
City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

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: RouteSmart Technologies Inc.

Signature of Officer or
Authorized
Representative:



Date: 11/21/17

Printed Name: Laurence Levy

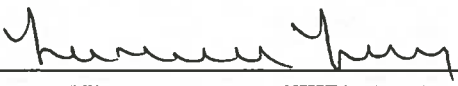
Title: Executive Vice President/COO

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- ☐ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☒ Non-resident Bidder

Bidder's Name:	RouteSmart Technologies Inc.		
Signature of Officer or Authorized Representative:		Date:	11/21/17
Printed Name:	Laurence Levy		
Title:	Executive Vice President/COO		



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 11/24/2017

DEPT: Austin Resource Recovery

TO: Purchasing Officer or Designee

FROM: Jo Gutierrez

BUYER: CTM

PHONE: (512) 974-6084

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