



Amendment No. 2
to
Contract No. MA 5600 NS180000028
for
Microcall Maintenance
between
Micro-Tel, 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 March 01, 2020 to February 28, 2021. No options will remain.
- 2.0 The total contract amount is increased by \$15,598 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/01/2018 – 02/28/2019	\$15,598.00	\$15,598.00
Amendment No. 1: Option 1 – Extension 03/01/2019 – 02/29/2020	\$15,598.00	\$31,196.00
Amendment No. 2: Option 2 – Extension 03/01/2020 – 02/29/2021	\$15,598.00	\$46,794.00

- 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:

2/20/2020

Printed Name:
Authorized Representative
Micro-Tel, Inc.
3700 Holcomb Bridge Road
Norcross, Georgia 30092
Todd.hegi@microcall.com
800-622-2285

Sign/Date:

Jim Howard
Procurement Manager
Austin Energy
721 Barton Springs Road
Austin, Texas 78704



Amendment No. 1
to
Contract No. MA 5600 NS180000028
for
Microcall Maintenance
between
Micro-Tel 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 March 1, 2019 through February 29, 2020. One (1) option will remain.
- 2.0 The total contract amount is increased by \$ 15,598.00 this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/01/18 – 02/28/19	\$15,598.00	\$15,598.00
Amendment No. 1: Option 1 – Extension: 03/01/19 – 02/29/20	\$15,598.00	\$31,196.00

- 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: Todd Hegi 2-11-2019

Printed Name: Todd Hegi
Authorized Representative

Micro-Tel Inc.
3700 Holcomb Bridge Rd.
Norcross, GA 30092

Sign/Date: [Signature]

Printed Name: JAMES T. HOWARD
Authorized Representative
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



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

03/01/2018

Micro-Tel Inc.
Todd Hegi
3700 Holcomb Bridge Road
Norcross, GA 30092

Mr. Hegi:

The City of Austin approved the execution of a contract with Micro-Tel, Inc. in accordance with the referenced master agreement.

Responsible Department:	City of Austin Communication & Tech Mgmt.
Department Contact Person:	Liz Brown
Department Contact Email Address:	Liz.brown@austintexas.gov
Department Contact Telephone:	512-974-1909
Project Name:	Microcall Maintenance
Contractor Name:	Micro-Tel, Inc.
Contract Number:	MA 5600 NS180000028
Contract Period:	March 01, 2018 thru February 28, 2019
Extension Options:	Two (12) month options
Dollar Amount:	Not to exceed \$15,598.00 per initial contract term and \$15,598.00 for the first and second option extension. For a total contract not to exceed amount of \$46,794.00
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
Micro-Tel Inc.
For
Microcall Maintenance**

This Contract is between Micro-Tel Inc., having offices at 3700 Holcomb Bridge Road, Norcross, GA 30092 and the City of Austin ("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, Micro-Tel Offer dated 12/18/2017
- 1.1.4 Exhibit C, Micro-Tel (Microcall Maintenance Agreement)
- 1.1.5 Exhibit D, Micro-Tel End-User License 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 Exhibits B, C, and D

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), and shall remain in effect for an initial term of twelve (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 shall be paid a total not-to-exceed amount of \$15,598.00 for the initial term, \$15,598.00 for the first extension, and \$15,598.00 for the second extension. For a total estimated contract amount not to exceed \$46,794.00 comprising the software maintenance and support fees.

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.

Micro-Tel, Inc.

Janine Hayes
Printed Name of Authorized Person

[Signature]
Signature

Systems Processor
Title:

2/6/18
Date:

CITY OF AUSTIN

Bartley Tyler
Printed Name of Authorized Person

[Signature]
Signature

Procurement Specialist I
Title:

3/1/18
Date:

Exhibit Listing

Exhibit A	Supplemental Terms
Exhibit B	Micro-Tel Offer dated 12/18/2017
Exhibit C	Micro-Tel (Microcall Maintenance Agreement)
Exhibit D	Micro-Tel End-User License 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 Todd Hegi, Email: todd.hegi@microcall.com Phone: 800-622-2285 The City's Contract Manager for the engagement shall be Liz Brown; Email: liz.brown@austintexas.gov, Phone: 512-974-1909.

2. **Invoices.**

Invoices shall be mailed to the below address:

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

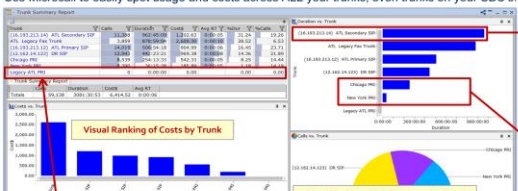


DATE: 12/18/17

QUOTE

SOLD City of Austin
TO: P.O. Box 1088
Austin, Texas 78767
Attn: Liz Brown

SHIP City of Austin
TO: 625 East 10th Street Suite 900
Austin, Texas 78701



CUST ORDER NO	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	FOB	OUR ORDER NO
		Download	Net 30	OD	Atlanta, GA	100640
QUANTITY	DESCRIPTION				UNIT PRICE	AMOUNT
3	Microcall Maintenance Renewal Id# 100640				\$12,480.00	\$37,440.00
3	Microcall Maintenance Renewal Id# 112084:				\$3,118.00	\$9,354.00
<p>*Discounted rate based on TWO systems multi-year renewal * – 3 Year Renewal</p> <ul style="list-style-type: none">▪ FREE UPDATE to convert to any new voice platform (Cisco, Avaya, ShoreTel, MS Lync/Skype, Mitel, Siemens, Hosted, etc) at any time during your maintenance period.▪ Updated version of Microcall software, including new reports/features/enhancements/area-exchange codes.▪ Avaya Cradle-Grave reporting for both Cisco and Avaya.▪ Shared Lines Report, Abandoned Calls, Route Point Summary/Detail, VDN Reports, etc.▪ Free System Audit to analyze current Microcall configuration and offer suggestions for best practices.▪ New Reports for SIP Analysis to assist with bandwidth requirements and Max Peak Usage determination. <p>Three year access to Help Desk for Technical Support and trouble-shooting assistance, training other managers, Webinars, etc. <u>Support 3/1/18-3/1/21</u></p> <ul style="list-style-type: none">▪ Enhanced Graphing System with multi-chart views.▪ <u>Includes new Web-Based Interactive Dashboards for both Real-Time and Historical views.</u> <div><div><p>Use Microcall to easily spot usage and costs across ALL your trunks, even trunks on your SBC's.</p></div><div><p>Are your SIP Trunks sized correctly?</p><p>Microcall identifies the # of concurrent call paths in use at your busiest moment. Use this number to compare against your licensed capacity.</p><p>Moving traffic from PRI's to SIP Trunk</p></div></div> <p>Maintenance coverage period is 2/20/18 – 2/20/19</p> <p>Please note: Your current Maintenance agreement expires on 3/1/18. The price on this quote is valid until 3/15/18. *Multi Year TWO system Discounted Price Id#100640 City of Austin Info System Dept Id#112084 Austin Convention Center</p>						
PLEASE PAY THIS AMOUNT					TOTAL	\$46,794.00*

Subject to applicable law, all past due accounts will be subject to monthly server charges of 1.5% on the unpaid balance. The monthly service charge of 1.5% on unpaid balance amounts to 18% per year.



Micro-Tel, Inc.
3700 Holcomb Bridge Road
Suite 5
Peachtree Corners, GA 30092

Microcall Maintenance Agreement

Thank you for making the decision to use Microcall for your Telemanagement needs. When you purchase a new Microcall system, you are entitled to 1 year access to the Micro-Tel Help Desk for any Microcall assistance, training, trouble-shooting, and so forth. You may call our Help Desk at (770) 447-5408 Monday through Friday between the hours of 8:30 am and 5:00 pm (EST). Our Technical Support Center will assist you in setting up your Microcall system, system diagnostics as well as answering general operating questions.

If you wish to continue receiving technical support beyond the first year, you must renew your Microcall Maintenance Agreement for another year. In addition to technical support, you will receive:

- The Latest Release of Microcall
- New Tariff Rates
- Free System Audits
- Free WebEx Overviews to explore new features/benefits of updated version
- New Area Codes and Exchange Codes
- Access to the Help Desk for Microcall training/trouble-shooting
- Context Sensitive Help in the Microcall Interface

Please note that you must install the latest Release of Microcall software in order to receive technical support. This keeps all Microcall users up to date, and keeps the price for 1 year of technical support to a minimum.

By renewing each year, you do not have to re-enter your employee names / extension numbers, you receive a lower renewal price and you will receive the latest technology that is contained within Microcall.

Whenever you call for support, please have your **Customer ID number**. This number is on your Microcall diskettes as well as the Microcall Master Menu display. You may want to write this number on the inside cover of your manual for future reference!

MICRO-TEL END-USER LICENSE AGREEMENT

IMPORTANT READ CAREFULLY: This End-User License Agreement (EULA) is a legal agreement between you (either an individual or single entity) and Micro-Tel, Incorporated for the Microcall program (referred to in this agreement as “Program(s)”) that accompanies this EULA. YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR USING THE PROGRAMS. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE PROGRAMS.

Micro-Tel Incorporated provides these programs and this license. You assume responsibility for the selection of the programs to achieve your intended results, and for the installation, use and results obtained by the programs. Micro-Tel programs remain the property of Micro-Tel, Inc. Micro-Tel provides a right-to-use site license only.

License

Microcall single site programs must be installed on a single computer, collecting call data from a single specific telephone system (PBX). The location of the telephone system is specified on the Microcall Order Form and the programs may not be used at any other location.

Microcall Enterprise programs must be installed on a single computer and can collect call data from multiple, specific telephone systems that are specified on the Microcall Order Form. The locations of the licensed, multiple telephone systems are specified on the Microcall Multi-Site Order Form.

Micro-Tel hereby grants you a non-exclusive, perpetual site license to access and use the Programs for its business purposes. Some components of Microcall and Microcall Enterprise, such as Dashboards and Gadgets, are provided as a Subscription and are licensed for 1-user, per gadget and, will terminate with your Maintenance services. You may, however, renew or reinstate your Maintenance Services and Subscription components at then-current rate. You may also purchase additional subscription licenses for additional concurrent users.

You may copy the programs onto any machine (readable or printed form) for backup purposes only, in support of your use of the programs on the single machine.

You must reproduce and include the copyright notice on any copy of the programs.

You may not use, copy, modify or transfer the programs, or any copy of modification of the programs, or of the program documentation, in whole or in part, except as expressly provided for in the license. You may not sublicense, assign or transfer the license or the programs.

Term

This license is effective until terminated. You may terminate it at any other time by destroying the programs together with all copies, modifications, and merged portions in any form. It will also terminate upon conditions set forth elsewhere in the Agreement or if you fail to comply with any term or condition of this Agreement, including, but not limited to, the timely payment of license fees. Subscription-based license will terminate when your Maintenance service terminates.

You agree upon such termination to destroy the programs together with all copies, modifications, and merged portions in any form.

Limited Warranty

Micro-Tel warrants that each licensed program when delivered will conform to Micro-Tel's current published program specifications, and that the CD on which the programs are furnished, will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of shipment to you as evidence by a copy of your receipt.

However, you acknowledge that the programs are of such complexity that they may have inherent defects, and that as Micro-Tel's sole liability, and your sole remedy, Micro-Tel will provide programming services to correct documented errors which Micro-Tel diagnosis indicates are caused by a defect in an unaltered version of the delivered licensed programs.

Except for any refund elected by Micro-Tel, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Programs do not meet Micro-Tel's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of "Exclusion of Incidental, Consequential and Certain Other Damages" are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have other rights which vary from state/jurisdiction to state/jurisdiction. YOUR EXCLUSIVE REMEDY. Micro-Tel's entire liability and your exclusive remedy for any breach of this Limited Warranty or for any other breach of this EULA or for any other liability relating to the Program shall be, at Micro-Tel's option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for the Program, or (b) repair or replacement of the Program, that does not meet this Limited Warranty and that is returned to Micro-Tel. You will receive the remedy elected by Micro-Tel without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Program to Micro-Tel). This Limited Warranty is void if failure of the Program has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Program will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, and Micro-Tel will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with Micro-Tel's warranty remedy procedures.

EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICRO-TEL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PROGRAM, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, PROGRAM, AND RELATED CONTENT THROUGH THE PROGRAM OR OTHERWISE ARISING OUT OF THE USE OF THE PROGRAM, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING

NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF MICRO-TEL OR ANY SUPPLIER, AND EVEN IF MICRO-TEL OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Micro-Tel and any of its suppliers under any provision of this EULA and your exclusive remedy hereunder (except for any remedy of repair or replacement elected by Micro-Tel with respect to any breach of the Limited Warranty) shall be limited to the greater of the actual damages you incur in reasonable reliance on the Program up to the amount actually paid by you for the Program.

Customization

Micro-Tel warrants that each licensed program when delivered will conform to Micro-Tel's current published program specifications. Each Microcall system will be customized to the user's specifications on the Microcall Order Form. Because each Microcall system is customized for each user, once the program is ordered and delivered, no refunds will be issued.

This agreement is governed by the laws of the State of Georgia. Should you have any questions concerning this agreement, you may contact Micro-Tel at the following address:

Micro-Tel, Incorporated
Micro-Tel Center
3700 Holcomb Bridge Road
Norcross, GA 30092
Telephone number: 770-447-5408

Exhibit E

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.

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 April 6th day of February 2010

CONTRACTOR

Authorized Signature

Title

Micro-Tel, Inc.
[Signature]
Systems Processor

Exhibit F

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:

Micro-Tel, Inc

Signature of Officer
or Authorized
Representative:



Date:

2/6/18

Printed Name:

Janine Hayes

Title

Systems Processor



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 01/19/2018

DEPT: CTM/NSG Operations

TO: Purchasing Officer or Designee

FROM: Leslye Conoley

BUYER:

PHONE: (512) 974-7826

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.

CTM will use MicroTel, Inc. for the services and support of our Call Accounting system. The total cost for the 36-month contract will be \$46,794.00, operating funds are being provided by CTM NIO SIP and the Austin Convention Center.

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).

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Micro-Tel Inc. which will cost approximately \$ 46,794.00 (Provide estimate and/or breakdown of cost).

Recommended
Certification

Lisette Conoley 1/22/2018
Originator Date

Approved
Certification

Stephen G. Elkins 1/23/2018
Department Director or designee Date

Purchasing Review
(if applicable)

Assistant City Manager / General Manager Date
or designee (if applicable)
Bartley 3/1/18
Buyer Date Manager Initials

Exemption Authorized
(if applicable)

Purchasing Officer or designee Date

02/26/2013

Micro TEL

Micro-Tel, Inc.
3700 Holcomb Bridge Road
Suite #5
Peachtree Corners, GA 30092

January 5, 2018

Liz Brown
Network Systems Administrator
Communications and Technology Management
City of Austin
625 E 10th Street - #900
Austin, TX 78701
(512)974-1909

Dear Liz:

Please accept this letter as confirmation that Micro-Tel, Inc. is the sole source for providing software, updates, licenses and support agreements for the Microcall Call Accounting systems.

Please call me if you have any questions.

Best Regards,



Todd Hegi
Micro-Tel, Inc.
800-622-2285
todd_hegi@microcall.com