Amendment No. 1
to
Contract No. MA 8700 NS190000015
for
PictureLink Software Maintenance
between
Dynamic Imaging Systems, 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. Three options will remain.

2.0 The total contract amount is increased by $9,690.50 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/01/2019 – 12/31/2019	$7,535.00	$7,535.00
Amendment No. 1: Option 1 – Extension 01/01/2020 – 12/31/2020	$9,690.50	$17,225.50

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: Cynthia Feast

Printed Name: Cynthia Feast
Authorized Representative - Corporate Secretary
Dynamic Imaging Systems, Inc.
1000 Atrium Way, Suite 203
Mount Laurel, New Jersey 08054
cfeast@dynamicimaging.com
856-988-1545

Sign/Date: 12/11/19

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

jb

CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Dynamic Imaging Systems Inc.
For
PictureLink Software Maintenance
Contract Number: MA 8700 NS190000015

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Dynamic Imaging Systems, Inc. ("Contractor"), having offices at 1000 Atrium Way, Suite 203, Mt. Laurel, NJ 08054.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed $7,535.00 for the initial term; $9,690.50 for the first extension option; $9,980.70 for the second extension option; $10,280.00 for the third extension option; $10,580 for the fourth extension option for a total amount not-to-exceed $48,066.20 for all fees and expenses.

3.2 **Invoices.**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Police Department
Attn:	Accounts Payable
Address	PO Box 1088
City, State, Zip Code	Austin, TX 78767

3.2.2 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.3 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Reimbursable Expenses.** Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.

3.5.1 **Administrative.** The Contractor will be reimbursed for selected administrative expenses incurred directly in support of executing this Contract. Reimbursable administrative expenses include actual charges for long distance telephone calls, facsimile transmissions, reproduction, printing and binding, postage, express delivery and report processing.

3.5.2 **Travel Expenses.** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be

reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 12 months. The Contract may be extended beyond the initial term for up to 4 additional 12 month periods at the City's sole option.

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 7. MISCELLANEOUS

7.1 **Audits and Records.**

7.1.1 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.

7.1.2 Records Retention:

7.1.2.1 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contactor's internal administration.

7.1.2.2 The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City.

7.1.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.2 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.3 **Indemnity.**

7.3.1 Definitions:

7.3.1.1 "Indemnified Claims" shall include any and all third party claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.3.1.1.1 damage to or loss of the property of any such third party. and/or;

7.3.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to such third party.

7.3.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.3.2 **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

7.4 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after

receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.5 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:
City of Austin, Purchasing Office	Dynamic Imaging Systems, Inc.
ATTN: CA's Name, Contract Administrator	ATTN: Cindy Feast, Contract Manager
P O Box 1088	1000 Atrium Way, Suite 203
Austin, TX 78767	Mount Laurel, NJ 08054

7.6 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.7 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.8 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.9 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.10 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting

from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.11 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.12 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.13 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.14 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.15 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.16 **Dispute Resolution.**

7.16.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.16.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties

will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.17 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.17.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.17.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.18 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.19 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.20 **Holidays.** The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.21 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.22 **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. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business

with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.23 **Incorporation of Documents. Section 0100, Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

7.24 **Order of Precedence.** The Contract includes, without limitation, the Contractor's Proposal (Exhibit A), the Maintenance Agreement (Exhibit B) the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.24.1 this Contract

7.24.2 City of Austin Standard Purchasing Terms and Conditions

7.24.3 City of Austin Supplemental Purchasing Terms and Conditions

7.24.4 Dynamic Imaging Systems, Inc. Proposal dated 1/22/19

7.24.5 Dynamic Imaging Systems, Inc. Maintenance Agreement

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

DYNAMIC IMAGING SYSTEMS, INC.	CITY OF AUSTIN
By: Linda Holmes Signature	By: Dan Dellemonache Signature
Name: LINDA HOLMES Printed Name	Name: Dan Dellemonache Printed Name
Title: PRESIDENT	Title: Procurement Specialist III
Date: 3/13/19	Date: 3/14/19

List of Exhibits

Exhibit A	Dynamic Imaging Systems, Inc. Proposal dated 1/22/19 ("Contractor's Proposal")
Exhibit B	Austin Maintenance Agreement
Exhibit C	Non Discrimination Certification, Section 0800

EXHIBIT A
City of Austin, Texas
DYNAMIC IMAGING SYSTEMS, INC. PROPOSAL DATED 1/22/19

Integrated Imaging and Biometric Solutions

January 22, 2019

To: Diana Lara
Austin Police Department – Procurement & Contract Services

From: Cindy Feast
Dynamic Imaging Systems

Re: Austin Police Department PictureLink Maintenance

Maintenance Contract for PictureLink Imaging Systems for period of Five (5) Years. Each year's cost is itemized below.

Includes: PictureLink Application Server, Arrest Database, PictureLink (Capture) 2 User Machine License, PictureLink Web Edition (30 Concurrent Investigative License), Versaterm Interface, TIPS Interface, Customized Scripts for Lineups and Test System Software (PictureLink Application Server, Arrest Database, PWE -2 Concurrent Users and Versaterm Interface) Software Support via telephone/remote access & Software Updates.

Standard Maintenance Coverage *(Monday through Friday, 9:00am – 6:00pm EST)*

01/01/2019 through 12/31/2019	**$7,535.00***
01/01/2020 through 12/31/2020	**$9,690.50***
01/01/2021 through 12/31/2021	**$9,980.70***
01/01/2022 through 12/31/2022	**$10,280.00***
01/01/2023 through 12/31/2023	**$10,580.00***

Please advise if the Police Department will be obtaining maintenance coverage.

The 2020 maintenance amount increase is due to the addition of the test system/software. The 2019 amount was paid at the time of the test system order.

* Plus Applicable Sales Tax, if any.

Dynamic Imaging Systems Inc. • Atrium 1 • 1000 Atrium Way, Suite 203 • Mt. Laurel, NJ 08054
Phone: 856-988-1545 • Fax: 856-988-3808 • www.dynamicimaging.com

EXHIBIT B
AUSTIN MAINTENANCE AGREEMENT

DYNAMIC IMAGING SYSTEMS, INC.
MAINTENANCE AGREEMENT

AGREEMENT made this ___day of _____, 20____, with an effective date of January 1, 2019 (the "Effective Date"), by and between **DYNAMIC IMAGING SYSTEMS, INC.** with an address at 1000 Atrium Way, Suite 203, Mount Laurel, New Jersey 08054 ("DISI") and **CITY OF AUSTIN**, with an address at 715 E. 8th Street, Austin, Texas 78701 ("Customer").

IN CONSIDERATION of the promises, and of the covenants and undertakings herein set forth, and of other good and valuable consideration, the sufficiency and receipt of which by each from the other is hereby acknowledged, DISI and Customer (each a "Party" and collectively, the "Parties") agree as follows:

DEFINITIONS.

"Additional Services" means additional services requested by Customer which are beyond the scope of this Agreement.

"Correction" means the correction by DISI of an Error in the DISI Software, or the provision of a reasonable workaround for an Error.

"DISI Software" means the computer software listed in **Schedule A** which is owned by DISI and licensed to Customer pursuant to a separate license agreement.

"Documentation" means the user manuals for the Hardware and Software, in any medium.

"Error" means a failure of the DISI Software or Hardware, as applicable, to operate in substantial conformance with its applicable Documentation.

"Hardware" means the equipment identified in **Schedule A** hereto by manufacturer name, model name or number, and the system serial number, which shall be serviced by DISI under this Agreement.

"Service" means the maintenance services for the System which DISI shall provide to Customer in accordance with the terms and conditions of this Agreement.

"Service Fee" means the fee DISI shall charge Customer for rendering the Services during the Term or any Renewal Term as set forth in **Schedule C**.

"Site" means Customer's site(s) set forth in **Schedule A**.

"Software" means the DISI Software and the Third-Party Programs, together with all updates, enhancements and maintenance fixes thereto which are furnished to Customer by DISI.

"System" means the Hardware and Software.

"Third Party Programs" means the computer software programs in machine readable object code owned by a third party and not by DISI and set forth in **Schedule A** to this Agreement.

"Update" means any minor version release or service pack provided for the purpose of fixing a Software Error or supporting newer releases of third party software or operating systems and provided to Customer as part of the Services.

"Upgrade" means any major version release designed to expand and enhance the functionality of the DISI software and provided to Customer as part of the Services.

THE SERVICES.

DISI Software Services.

(i) DISI shall provide the following Services with respect to the DISI Software during the Term, or any Renewal Term:

(a) technical support as described in **Schedule B**;

(b) Corrections for Errors in a timely fashion.

(ii) Should an alleged Error, upon investigation, have been caused by Customer's modification to the System, the operating environment, data, failure to comply with the Documentation, or other cause attributable to the Customer which has not been performed under the written instruction or personal supervision of DISI, then Customer shall pay DISI for all services provided by DISI in investigating and correcting the alleged Error as Additional Services.

(iii) From time to time, DISI shall, at its sole discretion, provide Updates and Upgrades to the DISI Software and update the Documentation accordingly. Installation of Updates shall be performed by the Customer unless the Customer requests installation as an Additional Service. Depending on the nature and scope of an Upgrade, and on the technical expertise of Customer's System Administrator, Customer may choose, or DISI may at its discretion require, that an Upgrade be performed with DISI's assistance. Such assistance will be provided as an Additional Service.

(iv) The Services provided by DISI hereunder with respect to the DISI Software exclude:

(a) Corruption to the DISI Software or Customer data due to interference with the DISI Software by the Customer or the installation of third party software which interferes with the DISI Software.

(b) Errors caused by the failure of the Customer to implement recommendations in respect of or solutions to faults previously advised by DISI or to install Updates or Upgrades of the DISI Software as directed or required by DISI.

Third Party Programs Service. With respect to the Third Party Programs, DISI shall provide technical support as described in **Schedule B** during the Term and any Renewal Term. In addition, DISI shall provide Customer, at DISI's discretion, with corrections or updates to the Third Party Programs.

Hardware Service.

A description of the Services provided by DISI relating to the Hardware is set forth in **Schedule B**.

CUSTOMER'S OBLIGATIONS.

The Customer will:

(i) Designate a technically qualified member of the Customer's staff (the **"System Administrator"**) who shall be responsible for communications with DISI in matters relating to the Service, installing Updates, Upgrades, Corrections or other software as directed by DISI and to perform installation of hardware to the extent such Hardware installation consists of the connection of external cables.

(ii) At DISI's request, require any new System Administrator to undergo system administration training by DISI. Such training will be provided by DISI as an Additional Service.

(iii) Ensure that the Software is used only on Hardware located at the Site(s).

(iv) Make frequent, regular backups of Customer data and other system settings as set forth in the Documentation to allow restoration.

(v) Ensure that only adequately trained, competent persons authorized by Customer are allowed to operate the System.

(vi) In the event of an actual or apparent malfunction of the System which causes an Error, take reasonable actions to document or record the form, nature, apparent cause or symptoms of the malfunction, all as described in greater detail in the Documentation. Such documents or records shall be supplied or provided to DISI in the event Customer requests Services under this Agreement. In addition to all other requirements in the Documentation and elsewhere, upon the discovery of any Error (hardware or software) Customer must contact DISI for instructions PRIOR to permitting a third party to provide hardware support services, if such services have not been purchased from DISI under this Agreement.

(vii) Ensure that high-speed remote access is provided for the PictureLink Capture Station(s) to allow Dynamic Imaging Systems, Inc. Support Technicians to remotely troubleshoot technical issues. The high-speed remote access does not necessarily have to be dedicated and can be temporarily configured by the Agency only when required by Dynamic Imaging Systems, Inc. Support Technicians (i.e., temporarily establishing an internet connection from the Capture Station). The high-speed remote access can be provided in one of the following ways:

a. via an Agency-established VPN connection (Agency must provide Dynamic Imaging Systems, Inc. with the appropriate VPN client and/or VPN connection settings and authorization)

b. via an Agency-established Remote Access connection (again, Agency must provide Dynamic Imaging Systems, Inc. with the appropriate remote access connection settings and authorization)

c. via a high-speed internet connection, using Dynamic Imaging Systems, Inc.'s own Web Interactive Support software – a web-based, remote access/control support application; all support requests must be initiated by the Customer and require dedicated high-speed internet access directly to the Capture Station.

ADDITIONAL SERVICES.

DISI shall be entitled to charge the Customer, at DISI's then current rates, for Additional Services which shall include any time, effort and expenses for the provision of support services in connection with any request for support which is (i) made by the Customer where such request is excluded from the Services under Section 2 of this Agreement; (ii) due to a failure of the Customer to meet its obligations under Section 3 of this Agreement; or (iii) otherwise beyond the scope of this Agreement. Additional Services would include, but not be limited to, training, programming services, installation services and retrofitting.

WARRANTY AND DISCLAIMER.

DISI warrants that it will perform the Services detailed herein with reasonable care and skill. **THE WARRANTY SET FORTH IN THIS SECTION 5 IS THE SOLE WARRANTY GIVEN BY DISI IN CONNECTION WITH SERVICES PROVIDED HEREUNDER AND NO OTHER WARRANTIES SHALL BE IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

LIMITATION OF LIABILITY.

DISI SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES EVEN IF DISI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DISI'S LIABILITY FOR ANY REASON, BASED UPON ANY CAUSE OF ACTION WHATSOEVER, EXCEED THE FEES PAID BY CUSTOMER TO DISI IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM ARISES, EXCLUDING CLAIMS MADE UPON ANY INSURANCE REQUIRED BY THIS CONTRACT AND DISI'S INDEMNITY OBLIGATIONS.

GENERAL.

Force Majeure. Neither Party shall be liable for delay in performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, strikes, acts of war, or intervention by governmental authority. Any failure occasioned by the foregoing shall be remedied as soon as reasonably possible.

Assignment. Customer may assign this Agreement in its entirety to (i) any entity located in the United States under the common control of Customer; or (ii) any successor in interest to Customer by way of merger or consolidation located in the United States; or (iii) a purchaser of all or substantially all of the assets of Customer located in the United States, provided that the assignee agrees to be bound by all of the terms and conditions of this Agreement, and that Customer is in compliance with this Agreement at the time of such assignment. Except as specifically set forth herein, this Agreement is not assignable by Customer without the prior written consent of DISI, and any attempt by Customer to make such an assignment without such consent shall be void. Notwithstanding the foregoing, DISI shall have the right to assign this Agreement and appoint third parties to perform the Services on DISI's behalf.

Enforceability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Any and all disputes arising hereunder shall be resolved exclusively in the state and federal courts of Texas and the Parties hereto consent to the exclusive personal and subject matter jurisdiction of such courts.

Remedies. Both Parties agree that if either fails to exercise a recourse within the terms of this Agreement, the right to have such recourse remains in full force and effect until all terms of this Agreement have been completed.

Authority. The Parties agree that this Agreement binds the named Parties and each of their employees, agents, representatives or any other individual which may have access to each respective Parties' confidential information, including the Software and Documentation. The Parties acknowledge that the individual signing on behalf of such Party has the authority to bind such Party as set forth in this Agreement

Notices. All notices or other communications given by either Party to the other under this Agreement shall be in writing and shall be personally delivered, sent by registered or certified mail, return receipt requested, or by overnight delivery services with full tracking and verification capability, to the other Party at its address set forth below or such other address as a Party may subsequently designate in writing. The date of personal delivery or upon verification and receipt of such certified or registered mailing, or overnight delivery as the case may be, shall be deemed to be the date on which such notice is given.

For Customer:
CITY OF AUSTIN POLICE DEPARTMENT
715 E. 8th Street
Austin, Texas 78701
Attn: Communication Technology Management

For DISI:
DYNAMIC IMAGING SYSTEMS, INC.
1000 Atrium Way
Suite 203
Mount Laurel, New Jersey 08054
Attn: Linda Holmes, President

No Construction Against Drafter. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

Entire Agreement. Each Party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Changes to this Agreement may only be made by mutual written agreement of the Parties. No terms contained in any invoice, Purchase Order or similar transactional document issued by either party shall be deemed to amend this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

DYNAMIC IMAGING SYSTEMS, INC.	**CITY OF AUSTIN POLICE DEPARTMENT**
Name: LINDA HOLMES	Name: _____
Signature: Linda Holmes	Signature: _____
Title: PRESIDENT	Title: _____
Date: 3/13/19	Date: _____

EXHIBIT C
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 compliant, 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 filling. 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 3/13/19 day of _____, _____

CONTRACTOR DYNAMIC IMAGING SYSTEMS INC

Authorized Signature _____

Title PRESIDENT

City of Austin Purchasing Office

Sole Source
Certificate of Exemption

DATE: 01/29/2019 DEPT: AUSTIN POLICE DEPT

TO: Purchasing Officer or Designee FROM: DIANA LARA

PURCHASING POC: PHONE: (512) 974-5057

Chapter 252 of the Local Government Code requires that municipalities comply with certain competitive solicitation procedures before entering into a contract requiring an expenditure greater than $50,000, unless the expenditure falls within an exemption listed in Section 252.022 or other applicable law.

Refer to Local Government Code 252.022 for a complete list of exemptions:
Link to Local Government Code

This Certificate of Exemption must be complete, fully executed, and filed with the City Purchasing Office.

The City has deemed this procurement to be exempt from the competitive solicitation requirements of LGC Chapter 252 based on the following facts:

1. The undersigned is authorized and certifies that the following exemption is applicable to this procurement.

   Please check the criteria listed below that applies to this sole source request:

   - ☑ Items that are available from only one source because of patents, copyrights, secret process, or natural monopolies.
   - ☐ Films, manuscripts or books that are available from only one source.
   - ☐ Gas, water and other utilities that are available from only one source.
   - ☐ Captive replacement parts or components for equipment that are only available from one source.
   - ☐ Books, papers and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials.
   - ☐ 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.

2. Describe this procurement including the following information as applicable:
   - What it is for and why it is needed?
     - **This request is PictureLink Imaging Systems software to maintain database of jail records and mugshots.**
   - What is the municipal purpose that this procurement addresses or furthers?
     - **The PictureLink Imaging Systems Software is for the Central Records Unit within APD. The PictureLink product line is a sophisticated imaging application that was designed to be interfaced/integrated with agencies' existing host based Jail and Records Management applications.**
   - Why is the procurement a sole source?
     - **PictureLink uses Positive ID+ which is developed and licensed by Dynamic Imaging Systems.**
   - Has this procurement or a similar procurement been competitively solicited in the past?
     - **CT 5600 18030900301 was issued on 3/2018 as a sole source.**
   - Why is the vendor the only viable solution?
     - **The PictureLink Imaging Systems Software is developed by, licensed by, supported by and proprietary to Dynamic Imaging Systems, Inc. The successful implementation and ongoing support of the product requires that it be sourced through the Dynamic Imaging Systems, Inc.**
   - Are there any other alternative solutions? If so, why are those alternatives unacceptable?
     - **No other product can utilize the PictureLink product which is interfaced with the current host based jail and records management applications currently in use.**
   - Is there a concern regarding warranty, compatibility, and/or routine safety?
     - **Compatibility with current software is important to maintaining operations and ensuring interfaced/integrated with existing host.**
   - Are there territorial or geographic restrictions for the product distribution and sale?
     - **There are no territorial or geographic restrictions.**
   - Are there other resellers, distributors, or dealers in the market?
     - **Dynamic Imaging does not sell their proprietary hosting data.**
   - What other suppliers or products/services were considered?
     - **No other suppliers or products were considered. PictureLink was formerly available on DIR-SDD-994 back in 2009 when it was first implemented. Dynamic Imaging is no longer using DIR contracts.**
   - If the product is designed to be compatible with existing equipment/item/system, describe the age, value and useful life remaining of the current equipment/item/system. What is the estimated cost of buying new equipment/item/system? What is value of buying the addition versus buying all new?
     - **The product is designed to be compatible with existing host based Jail and Records Management applications.**
   - Is there a way to retrofit another brand? What is this estimated associated cost?
     - **There is not a way to retrofit another brand.**
   - What specialized training or certifications are necessary to maintain or repair the equipment/item/system? Is it specific to the proposed vendor?
     - **Yes, the specialized training required is specific to Dynamic Imaging Systems, Inc.**
   - **Prices were determined to be reasonable based on the following (select all that apply):**

     ☐ Prices are the same or similar to current City contract.
     Notes:

     ☐ Prices are the same or similar to current contract with another government.
     Notes: At a minimum, note the contract number, title and government that created the contract.

     ☐ Prices are on a current and publicly available list price, for the same or similar products, available to all government and commercial customers.

Notes: At a minimum, note the list price title, source of the list price (catalog and catalog publish date or web address and download date).

☐ Prices are established by law or regulation.
Notes: At a minimum, note the legal or regulatory reference that established the prices.

☒ Other means of determining Price Reasonableness.
Notes: Pricing is similar to CT 5600 18030900301 was issued on 3/2018

* The questions in the form are designed to justify why this purchase should be exempt from a competitive procurement process. Failure to provide adequate documentation to substantiate the request may lead to the request being rejected.

This request is to establish a contract for ongoing maintenance for PictureLink Imaging Systems. The PictureLink Systems Software is developed by, licensed by, supported by and proprietary to Dynamic Imaging Systems, Inc.

The PictureLink product line is a sophisticated imaging application that was designed to be interfaced/integrated with agencies' existing host based Jail and Records Management applications. Therefore, the successful implementation and ongoing support of the product requires that it be sourced through the Dynamic Imaging Systems, Inc.

CT 5600 18030900301 was used to purchase this maintenance software as a sole source vendor in March, 2018.

3. Forward the completed and signed Certificate of Exemption to the Purchasing Office along with the following documentation:
   - ☐ Scope of Work or Statement of Work or Vendor Proposal
   - ☑ Vendor's Quote
   - ☐ Project timeline with associated tasks, schedule of deliverables or milestones, and proposed payment schedule
   - ☑ Vendor's or Manufacturer's (if vendor is a sole authorized distributor) sole source letter: less than 6 months old, signed by an authorized representative, and on company letterhead, should clearly state they are the sole provider and explain why

4. Based on the above facts and supporting documentation, the City of Austin has deemed this procurement to be exempt from competitive procurement requirements pursuant to Texas Local Government Code section 252.022(7) and will contract with:

   (Vendor Name): _____ Dynamic Imaging Systems, Inc. ___ for

   (Description of Procurement): PictureLink Imaging Systems annual Maintenance

5. Check the contract type (one-time or multi-term) and fill in the dollar amount and term as applicable:

   ☐ This is a one-time request for $_____

   ☑ This is a multi-term contract request for __12_ (# months for base term) in the amount of $_7535.00 with__4_____(# of renewal options) for $_9690.50, 9680.70, 10280.00, and 10580.00 each for a total contract amount of $ 48066.20_____._____.

Recommended Certification	Originator	01/29/2019 Date
Approved Certification	Department Director or designee	01/29/19 Date
	Assistant City Manager / General Manager (procurements requiring Council approval)	Date
Purchasing Office Review	Authorized Purchasing Office Staff	3/14/19 Date
Purchasing Office Management Review	Purchasing Officer or designee (procurements requiring Council approval)	Date

DYNAMIC IMAGING

Integrated Imaging Solutions

January 16, 2019

Diana Lara
City of Austin Police Department
Procurement & Contract Services
PO Box 1088
Austin, TX 78767

Dear Diana:

The PictureLink Photo, Positive ID+ and Web Edition Software are developed by, licensed by, supported by and proprietary to Dynamic Imaging Systems, Inc.

The PictureLink product line is a sophisticated imaging application that was designed to be interfaced/integrated with agencies' existing host-based Jail and Records Management applications. Therefore, the successful implementation and ongoing support of the product requires that it be sourced through the Dynamic Imaging Systems, Inc.

Very truly yours,

Cindy Feast

Cindy Feast
Maintenance Manager

Dynamic Imaging Systems Inc. • 1000 Atrium Way • Suite 203 • Mt. Laurel, NJ 08054
Phone: 856-988-1545 • Fax: 856-988-3808 • www.dynamicimaging.com