



Item 11 TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., CPPO, Purchasing Agent

700 Lavaca Street, Ste. 800 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

February 13, 2013

You are invited to submit your proposal in accordance with the requirements in this REQUEST FOR SERVICES (RFS) S1301-008-CG, Program Manager/Owner's Representative for Development of a New Travis County Civil and Family Courthouse.

The objective of this RFS is to procure professional consulting services to advise the Travis County Commissioners Court on the development of a New Civil and Family Courthouse at 308 Guadalupe Street in Austin, TX.

Proposals must be submitted with an **ORIGINAL (MARKED "ORIGINAL") AND TEN (10) COPIES and an electronic copy** (in a Word or searchable PDF format on CD) to the Travis County Purchasing Agent, 700 Lavaca Street, Suite 800, Austin, Texas 78701, no later than **2:00 P.M. CST, MARCH 6, 2013.**

POTENTIAL RESPONDENTS ARE REQUESTED TO NOT DIRECT ANY INQUIRIES REGARDING THIS RFS TO MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT OR ANY OTHER COUNTY STAFF. ANY SUCH CONTACT MAY RESULT IN DISQUALIFICATION FROM THE PROCUREMENT PROCESS FOR THESE SERVICES.

FOR ANY INFORMATION RELATED TO THIS RFS, THE RESPONDENT MAY CONTACT ONLY CYD V. GRIMES, C.P.M., CPPO, PURCHASING AGENT; MARVIN BRICE, CPPB, ASSISTANT PURCHASING AGENT; OR JORGE TALAVERA, CPPO, CPPB, PURCHASING AGENT ASSISTANT.

All proposals shall be submitted to the Travis County Purchasing Agent in a sealed envelope marked:

**REQUEST FOR SERVICES
"RFS #S1301-008-CG
PROGRAM MANAGER/OWNER'S REPRESENTATIVE FOR DEVELOPMENT OF A NEW TRAVIS
COUNTY CIVIL AND FAMILY COURTHOUSE"
DO NOT OPEN IN MAILROOM**

Your consideration of this Request for Services is appreciated.

Sincerely,

Cyd V. Grimes, C.P.M., CPPO
Purchasing Agent

REQUEST FOR SERVICES
Program Manager/Owner's Representative for Development of a New Travis County Civil
and Family Courthouse
RFS#S1301-008-CG

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REQUEST FOR SERVICES
**Program Manager/Owner's Representative for Development of a New Travis County Civil
and Family Courthouse**
RFS# S1301-008-CG

PART I, SECTION A - GENERAL INFORMATION

1.0 PURPOSE:

The Travis County Purchasing Agent, on behalf of the Travis County Commissioners Court, is requesting proposals from all qualified, responsible Respondents to assist and advise Travis County during the design and development of a new Travis County Civil and Family Courthouse to be built on Travis County owned land.

2.0 INCURRED EXPENSES:

There is no expressed or implied obligation for Travis County to reimburse Respondents for any expense incurred in preparing proposals in response to this RFS, and Travis County will not reimburse anyone for these expenses.

3.0 DEFINITIONS:

The Project – The Project is the construction of a civil and family courts building on the block owned by Travis County bounded by 4th Street on the north, 3rd Street on the south, San Antonio Street on the west, and Guadalupe Street on the east.

The Project will begin with Phase I:

Phase I – Review and analysis of the information prepared to date for the development of the Project; assistance with finalizing a financing strategy and the selection of a delivery approach to be used for the Project; development and execution of a public education initiative for the Project; and the tasks typically included in the Initiation and Planning Phases of a project as defined by the Project Management Institute (PMI).

Phase II – Preparation of solicitation documents for the development approach selected in Phase I and oversight of the procurement. The phase will also begin the development of the processes and documentation needed for the Executing, Monitoring and Control and Closing general phases for the project as defined by PMI.

Phase III – The selection of a development Partner and proposal for the Project and development of an operation and maintenance strategy that supports the long-term objectives of the Commissioners Court and compliments the delivery model; negotiation of the contracts with the Partner to execute the proposed development.

Phase IV – Program management for the Project, including oversight of the contract(s) awarded for the design, construction, occupancy, operation, and maintenance of the Project through at least the warranty period of the construction project or as otherwise determined through the course of the project delivery method selection.

The Concept and Objectives – The Concept and Objectives for the Project are the approach to delivering, operating and maintaining the Project.

Public-Private Partnership – A Public-Private Partnership is any plan for completion of the Project which involves both Travis County and a Private Partner in both the development and construction of the Project and the operation and maintenance of the Project. There are many forms and options for a Public-Private Partnership.

The Program Manager/Owner's Representative (the Consultant) – A private entity, composed of one or more individuals and/or one or more legal entities, whose function in the Project is to represent the interests of Travis County during Phases I through IV of the Project.

The Consultant – The Program Manager/Owner's Representative (a private entity), as defined above, to be selected by Travis County pursuant to this Request for Services.

Partner – A private entity, composed of one or more individuals and/or one or more legal entities, whose function is to design, construct, and/or operate, and/or maintain the Project in cooperation with Travis County, pursuant to an agreement with Travis County.

Respondent(s) – Any entity which makes a proposal to provide the services requested in this Request for Services.

4.0 **SUBMISSION OF PROPOSAL:**

4.1 To be considered, an **ORIGINAL SEALED PROPOSAL PLUS TEN (10) COPIES and an electronic copy** (in a Word or searchable PDF format on CD) must be received by the Travis County Purchasing Agent, 700 Lavaca Street, Suite 800, Austin, Texas 78701 no later than **at 2:00 p.m. on March 6, 2013.** All proposals must be addressed to:

**Cyd V. Grimes, C.P.M., CPPO
Travis County Purchasing Agent
700 Lavaca Street, Suite 800
Austin, Texas 78701**

4.2 The envelope in which the proposal is enclosed must be marked:

**REQUEST FOR SERVICES
"RFS No. S1301-008-CG, Program Manager/Owner's Representative for Development of a
New Travis County Civil and Family Courthouse"**

DO NOT OPEN IN MAILROOM

4.3 Proposals submitted by fax or e-mail will not be considered. Proposals may be modified by fax or e-mail if the modification is received prior to the time and date set for the proposal opening, and if specific proposal prices are not exposed by the modification.

5.0 **LATE PROPOSALS OR MODIFICATIONS:**

Proposals and/or modifications to proposals received after the time and date set for the proposal submission will not be considered, and will be returned to the sender unopened.

6.0 WITHDRAWAL OF PROPOSALS:

Respondent agrees that by submitting a proposal, it may not withdraw that proposal without the permission of Travis County for a period of ninety (90) days following the date designated for the receipt of proposals.

7.0 POINTS OF CONTACT:

Information regarding the purchasing process, the contents of this RFS, and the Scope of Services in Part II may be obtained from Cyd Grimes, C.P.M., CPPO, Purchasing Agent, Travis County Purchasing Office, 700 Lavaca Suite 800, Austin, Texas, telephone (512) 854-9761. When requesting information or submitting questions, please refer to the RFS number at the top of this page.

8.0 CLARIFICATION OR OBJECTION TO PROPOSAL REQUIREMENTS:

If any person contemplating submitting a proposal is in doubt as to the true meaning of the requirements or other documents or any part thereof, a request for clarification should be submitted to the Purchasing Agent at least TEN (10) DAYS PRIOR to the scheduled opening of the proposals. All such requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFS will be made only by an RFS Amendment issued by the Purchasing Agent. In addition to being posted on BidSync, a copy of the RFS Amendment will be mailed or faxed to each person receiving a solicitation who does not have access to electronic means of doing business.

9.0 GENERAL CONDITIONS:

Respondent must thoroughly examine the specific requirements, schedules, instructions and all other contract documents. Proposals must set forth accurate and complete information as required by this RFS (including attachments). No plea of ignorance by Respondent of conditions that exist or that may hereafter exist as a result of: (1) failure or omission on the part of Respondent to make the necessary examinations and investigations, or (2) failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of Travis County or the compensation to Respondent.

By submitting a proposal, Respondent warrants that it is fully satisfied that the requirements stated in this RFS, as amended (if applicable), accurately describe or indicate that all conditions, either at the Project site or otherwise, have been taken into account in determining the offered price(s). There will be no increase in the contract price based upon Respondent's misunderstanding or lack of knowledge about the intent of this solicitation.

10.0 ETHICS POLICY:

Travis County has adopted an Ethics Policy that controls the way in which Travis County contracts with vendors who have entered into certain transactions with persons who are influential in selecting vendors for a particular contract and in determining the terms and conditions of the contract. The persons that Travis County considers influential in this contract are called Key Contracting Persons and are listed in Exhibit A to the Ethics Affidavit attached to Part I of this RFS as Attachment 1. The types of transactions with Key Contracting Person that are covered by the Ethics Policy are those that involve the following:

10.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or

10.2 loaning or receiving a loan of money or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

10.3 but do not include

10.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

10.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Respondent in the ordinary course of its business; or

10.3.3 a transaction for a financial service or insurance coverage made on behalf of Respondent if Respondent is a national or multinational corporation by an agent, employee or other representative of Respondent who does not know and is not in a position that he or she should have known about the contract.

This policy requires Respondent to inform Travis County of covered transactions with the Key Contracting Persons that have occurred in the year before it submits its proposal and to swear to and submit the Ethics Affidavit with its proposal. This policy also requires the selected Respondent to inform Travis County of covered transactions with the Key Contracting Persons that occur at any time during the contract term. If the selected Respondent does not comply with these information requirements, the selected Respondent must continue to perform the contract and forfeit all of the benefits of the contract as provided in paragraph 11.8 (Forfeiture of Agreement) of the Draft Professional Services Agreement included in this RFS as Part III.

11.0 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REQUIREMENTS

It is the policy of the County that HUBs will have the maximum opportunity to participate in the performance of County contracts and subcontracts. The Travis County HUB Program participation goals in the Professional Services category are an overall 15.8% for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE) (*Sub-goals: 1.9% African-American, 9.0% Hispanic-American, and 4.9% Native/Asian-American*). The program strongly encourages Respondent(s) to initiate

a "Good Faith Effort" GFE to provide subconsulting opportunities to Certified HUBs. The "Historically Underutilized Business (HUB) Subcontracting Declaration" form (Attachment 2), must be completed and returned with the Qualifications Statement. To be considered as a Certified HUB, the Respondent and/or subconsultant must have officially been certified as a HUB, M/WBE or Disadvantaged Business Enterprise (DBE) by either the State of Texas, the City of Austin, or the Texas Unified Certification Program and hold a current certification at the time the contract or subcontract is entered into.

The Travis County Purchasing Office implemented an electronic reporting system (Vendor Tracking System) to eliminate standard forms, and streamline the current manual process of tracking payments to all first-tier subcontractors/subconsultants by performing all such tracking procedures electronically.

The selected Respondent shall be responsible for the use of the system, and require all subcontractors/subconsultants to be responsible for system reporting.

Training and additional information regarding the use of this system will be provided to the Respondent by Travis County Purchasing Office HUB Staff after contract award, but prior to commencement of contract performance.

If you have any questions regarding this system or difficulty in locating Certified HUB subcontractors contact the Travis County HUB staff at (512) 854-9700 for assistance.

PART I, SECTION B - REQUIRED DOCUMENTATION

- 1.0 The documentation required for submittal with Respondent's proposal is described in the following paragraphs. Paragraph 2.0 describes documentation that will be used in the evaluation of Respondent's proposal. Paragraph 3.0 lists other documents that must be submitted.

Please note this Section B may not address all documentation required by this RFS. Respondent is cautioned to read the entire RFS to determine all requirements. TRAVIS COUNTY RESERVES THE RIGHT TO REJECT A PROPOSAL THAT DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THIS RFS.

- 2.0 To achieve a uniform review process and to obtain a maximum degree of comparability, Travis County requires that proposals be submitted with **an original (marked "original") and ten (10) copies and one electronic copy** (in a Word or searchable PDF format on CD). These must include the following:
- 2.1 Title Page - The title page must show the RFS subject and number; Respondent's name; the name, address, and telephone number of a contact person; and the date of the proposal.
- 2.2 Transmittal Letter – Respondent must submit a signed letter: (i) briefly addressing Respondent's understanding of the work to be done; (ii) stating Respondent's commitment to do the work detailed within this RFS; and (iii) including a statement explaining why Respondent believes it is the most highly qualified to do the required work.
- 2.3 Detailed Proposal - The detailed proposal must address the ability to provide services for each requirement in this RFS and must include the following information:
- 2.3.1 Describe similar Professional Consulting Services detailing recent (within the past 5 years) experience;
- 2.3.2 A brief summary (no more than 10 pages) of the qualifications of the Respondent and key individual(s) who will be assigned to the Project, including the professional resume for each staff member designated to work with Travis County on the Project and listing each individual's work experience, professional certifications, honors, awards, etc.;
- 2.3.3 Provide a management plan to accomplish the efficient implementation of the work for the Project under consideration, including a proposed schedule for completion of the work; and
- 2.3.4 Information on whether the Respondent intends to subcontract any of the work to be performed under the contract, and if so what part, what percentage, and to whom.
- 2.4 Respondent References - Respondent must furnish at least three references for which Respondent has provided similar consulting services within the past five years. These references must include: (a) a description of the service and location of

the contract; and (b) the name, address and telephone number of at least one (1) person who represents Respondent's client. Travis County may contact or visit any of the listed clients to evaluate the services proposed in response to this RFS (Reference Attachment 4 – Qualifications Questionnaire, Item 14).

- 2.5 Description of Respondent - The description must include the full legal name of Respondent, a description of the services Respondent provides, the number of Respondent's employees both inside and outside of Travis County, a description and location of Respondent's service facilities, and a description of Respondent's entity status. (Reference Attachment 4 – Qualifications Questionnaire).
- 2.6 Respondent Representative – Respondent must include the name of the individual designated to answer technical and contractual questions with respect to the proposal, along with the individual's telephone numbers.
- 2.7 Cost Proposal – Respondent must provide a Fee Schedule (Attachment 3), indicating its method of billing, i.e.. hourly rates, fixed fee, etc. in the performance of the contract.
- 2.8 Financial Stability – Respondent is required to submit: (1) audited Income Statements and Balance Sheets for the periods 2009-2011;(2) unaudited Income Statements and Balance Sheets for 2012; and (3) the basis of accounting on which Respondent's financial statements have been prepared. The 2012 statements shall be the most recent year to date. County has the right to verify financial statements through financial references and services that provide financial ratings.

3.0 Respondent must complete and return the following documents with its proposal:

- 3.1* Signed and notarized Ethics Affidavit (**Attachment 1**), including the accompanying Exhibit A
- 3.2* HUB Subcontracting Declaration Form (**Attachment 2**)
- 3.3 Detailed Fee Schedule and/or Total Cost for Proposal (**Attachment 3**)
- 3.4* Qualifications Questionnaire (**Attachment 4**)
- 3.5 All other information required by this RFS

*These documents are included as Attachments to this Part I, Section B.

4.0 Conflict of Interest:

If required under Chapter 176 Texas Local Government Code, Respondent must file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Respondent must file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Respondent must file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. Respondent should note that the law requires that County provide access to a filed Questionnaire on the official Travis County internet website. However, the law does not require that County release information that is excepted from disclosure under the Texas Public Information Act. As between County and Respondent, Respondent is solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

NOTE: FAILURE TO PROVIDE ALL INFORMATION REQUESTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

ATTACHMENT 1

ETHICS AFFIDAVIT

STATE OF TEXAS}
COUNTY OF TRAVIS}

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Business Name of Respondent: _____

County of Respondent: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Respondent to make this affidavit for Respondent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Affiant has received the list of key contracting persons associated with this Request for Services which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Respondent is doing business or has done business during the 365 day period immediately before the date of this affidavit.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____,
20__.

Notary Public, State of _____

Typed or printed name of notary

My commission expires:

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
January 16, 2013

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant.....	Melissa Velasquez	
Executive Assistant.....	Josie Z. Zavala	
Executive Assistant.....	Vacant	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant.....	Deone Wilhite	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3.....	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse).....	CharylN Daugherty	Consultant
Executive Assistant.....	Bob Moore*	
Executive Assistant.....	Martin Zamzow*	
Executive Assistant.....	Barbara Smith*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Nicki Riley*	
County Executive, Administrative.....	Vacant	
County Executive, Planning & Budget	Leslie Browder*	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management.....	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer	Tanya Acevedo	
Interim Chief Information Officer	Rod Brown	
Interim Chief Information Officer	Walter Lagrone	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division.....	Julie Joe	
Attorney, Land Use Division.....	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Elizabeth Winn	

Attorney, Transactions Division Mary Etta Gerhardt
 Attorney, Transactions Division Barbara Wilson
 Attorney, Transactions Division Jim Connolly
 Attorney, Transactions Division Tenley Aldredge
 Director, Health Services Division Beth Devery
 Attorney, Health Services Division Prema Gregerson
 Purchasing Agent Cyd Grimes, C.P.M., CPPO
 Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV CW Bruner, CTP
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV Loren Breland, CPPB
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant IV Rosalinda Garcia
 Purchasing Agent Assistant IV Angel Gomez*
 Purchasing Agent Assistant III Shannon Pleasant, CTPM
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 Purchasing Agent Assistant III Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III Sydney Ceder*
 Purchasing Agent Assistant III Vacant
 Purchasing Agent Assistant II Vacant
 Purchasing Agent Assistant II L. Wade Laursen*
 Purchasing Agent Assistant II Sam Francis*
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis
 250th Judicial District Civil Court Judge John K. Dietz
 County Court at Law #2 Judge Eric Sheppard
 261st Judicial District Civil Court Judge Lora Livingston
 201st District Court ... Judge Amy Clark Meachum
 200th Judicial District Civil Court Judge Gisela D. Triana-Doyal
 Strategic Planning Mgr., Planning & Budget Belinda Powell

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M.	03/14/13
Attorney, Transactions Division	Tamara Armstrong	03/30/13
Executive Assistant	Lori Duarte	06/15/13
Chief Information Officer.....	Joe Harlow	07/31/13
County Auditor	Susan Spataro, CPA .	08/31/13
Purchasing Agent Assistant IV.....	George R. Monnat, C.P.M., A.P.P.	09/26/13

Executive Assistant	Cheryl Aker	10/05/13
Purchasing Agent Assistant II	Jayne Rybak, CTP	12/14/13
Commissioner, Precinct 3.....	Karen Huber.. ..	01/01/14
Executive Assistant	Garry Brown	01/01/14
Executive Assistant	Julie Wheeler	01/01/14
Executive Assistant	Jacob Cottingham	01/01/14

ATTACHMENT 2

Travis County Government
Assigned Contract #:
(For County Office Use Only)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM SUBCONTRACTING DECLARATION

The HUB Program policies and Minority and Woman-Owned Business *subcontracting goals* shall be applicable to the eligible procurement dollars spent in the areas of Construction, Commodities, Services, and Professional Services.

<input type="checkbox"/> COMMODITIES	Overall MBE Goal: 3.5%	Sub-goals: 0.3% African-American 2.5% Hispanic 0.7% Asian/Native-American	Overall WBE Goal: 6.2%
<input type="checkbox"/> CONSTRUCTION	Overall MBE Goal: 13.7%	Sub-goals: 1.7% African-American 9.7% Hispanic 2.3% Asian/Native-American	Overall WBE Goal: 13.8%
<input type="checkbox"/> SERVICES	Overall MBE Goal: 14.1%	Sub-goals: 2.5% African-American 9.9% Hispanic 1.7% Asian/Native-American	Overall WBE Goal: 15.0%
<input checked="" type="checkbox"/> PROFESSIONAL SERVICES	Overall MBE Goal: 15.8%	Sub-goals: 1.9% African-American 9.0% Hispanic 4.9% Asian/Native-American	Overall WBE Goal: 15.8%

SECTION 1 BIDDER AND SOLICITATION INFORMATION

Bidder Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Project Name:	Total Bid Amount:	Solicitation #:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)

Definitions:

HUB – Historically Underutilized Business • M/WBE – Minority/Women-Owned Business Enterprise • DBE – Disadvantage Business Enterprise

The policy of the Travis County Purchasing Office is to ensure a "Good Faith Effort" (GFE) is made to assist certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-owned Business (M/WBE) goals adopted by the Travis County Commissioners Court. Travis County encourages all Bidders to register as a County vendor through the County's online vendor registration.

**Prime Contractors who are awarded contracts with the County are required to make a "Good Faith Effort" to subcontract with HUBs. This includes professional services associated with the projects.*

SECTION 2 SUBCONTRACTING INTENTIONS

Percentage to be subcontracted to Certified HUBs:

Total MBE Dollars:	Total MBE Percentage:	Total WBE Dollars:	Total WBE Percentage:
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Check the box that applies to the Bidder:

- We are able to fulfill all subcontracting opportunities with our own resources. If circumstances necessitate the use of any subs, I agree to seek the timely authorization by the County and adhere to the submission of any required documentation. (Complete Sections 5, 6 and 8)
- We plan to subcontract some or most of the opportunities of this project and meet or exceed the set goals. (Complete Sections 3, 4, 6 and 8)
- We plan to utilize subcontractors on this project, but will not meet the set goals. (Complete Sections 3, 4, 5, 6 and 8)

SECTION 3**DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS**

(Duplicate as necessary)

Travis County exercises the right to verify subcontractors listed on this project. It is the County's practice to consider ethnicity before gender when distinguishing HUB certifications and calculating goal achievement.

Note: To be considered "certified" with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and valid certificate. Sub-goals are included to assist you in diversifying your subcontractors.

Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (MWBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (MWBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (MWBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (MWBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)

SECTION 4 DISCLOSURE OF NON-HUB SUBCONTRACTORS (Duplicate as necessary)

Travis County exercises the right to verify subcontractors listed on this project.

Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	

SECTION 5 NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST

If you were unable to meet the set goals for this project, select the box by the response(s) that best fits your situation.

- All subs to be utilized are "Non-HUBs."
- HUBs solicited did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):

SECTION 6 DETERMINATION OF "GOOD FAITH EFFORT" (GFE) CHECKLIST

The following checklist shall be completed by the Bidder and returned with the response. This list contains the minimum efforts that should be put forth by the Bidder when attempting to achieve or exceed the HUB goals. The Bidder may go beyond the efforts listed below. If additional information is needed, the Bidder will be contacted by the HUB Program Staff. Select the box that describes your efforts.

- Divide the contract work into the smallest feasible portions to allow for maximum HUB Subcontractor participation, consistent with standard and prudent industry practices.
- Notify HUBs of work that the prime contractor plans to subcontract, allowing sufficient time for effective participation?
The HUB Program encourages that three or more HUBs be notified per scope of work and given no less than five working days to respond. (The notification should contain adequate information about the project i.e. plans, specifications, and scope of work; Bonding and insurance requirements of the HUB subcontractor; and a point of contact within the Bidders organization.)
- If a bid was requested from a HUB and then rejected, was a written rejection notice detailing the reasons why they were not selected issued?
If yes, provide a copy of the rejection letter.
- Provide notices of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants? If yes, attach correspondence.
- Bidder has (0) zero HUB participation. Provide an explanation

SECTION 7 RESOURCES			
TRADE ASSOCIATIONS	PHONE (512)	FAX	E-mail/website
Asian Construction Trade	926-5400	926-5410	www.acta-austin.com
Austin Black Contractors	467-6894	467-9808	www.abcatx.com
Austin Metropolitan United Black Contractors	784-1891	255-1451	unism@sbcglobal.net
Natl. Assoc. of Women in Construction	476-5534	476-8337	
US Hispanic Cont. Assoc. de Austin	922-0507	374-1421	www.ushca-austin.com
CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES	CERTIFYING AGENCIES VENDOR DATABASE WEBSITES		
State of Texas Centralized Master Bidders List	www.cpa.state.tx.us/business.html		CMBL includes certified HUBs.
City of Austin Minority Vendor Database	www.austintexas.gov/department/small-and-minority-business		Certified Vendors Directory
Texas Unified Certification Program	www.dot.state.tx.us/business		TUCP DBE Directory

SECTION 8 AFFIRMATION	
<p>As evidenced by my signature below, I certify that all the information provided is correct to the best of my knowledge. I am an authorized representative of the Bidder listed in SECTION 1, and that the information and supporting documentation submitted with HUB Forms are correct and true to the best of my knowledge.</p> <p>Bidder understands and agrees that, if awarded any portion of the solicitation:</p> <ul style="list-style-type: none"> ▪ The Bidder must either utilize Travis County HUB Programs Vendor Tracking System (VTS) to report payments to sub-contractors on a monthly basis or submit monthly Payment Reports as requested by the HUB Program Coordinator. ▪ The Bidder must seek pre-approval from the HUB Program Coordinator prior to making any modifications to their HUB Sub-contracting Plan. The Bidder must complete a HUB Subcontractor/Subconsultant Change Form obtained from the HUB Program Staff. Return form via fax to 512-854-9185 or email hubstaff@co.travis.tx.us. • Travis County HUB Program Staff will perform a Good Faith Effort (GFE) Review, documenting the efforts put forth by the Bidder. 	
Name and Title:	Date:
E-mail Address:	Signature:
Provide contact information for the individual in your office who will handle invoicing for this project:	
Name and Title:	E-mail Address:
Phone No.:	Fax No.:
Please be reminded that Travis County is not party to your agreement executed with the subcontractors and subconsultants.	

ATTACHMENT 3
DETAILED FEE SCHEDULE
AND/OR TOTAL COST FOR PROPOSAL

1.0 Respondent’s proposed **DETAILED FEE SCHEDULE**, including a Fixed Fee for Basic Services (comprised of Phases I – IV) will be based upon the full and satisfactory performance of the services and activities described in Part II - Scope of Services. The Fixed Fee is the total cost of the Basic Services to be rendered based on the labor, non-labor costs, and all expenses required in the performance of Phases I - IV. Respondents shall provide two sets of pricing for Phases II – IV, dependent upon which procurement approach is chosen by the Commissioners Court for the Project.

2.0 Fixed Fee Proposal for Basic Services

Phase I – Review and Analysis	\$ _____
Phase II – Procurement Assistance	
A. Design-Build Procurement Approach	\$ _____
B. Public-Private Partnership Procurement Approach	\$ _____
Phase III– Contract Negotiation	
A. Design-Build Procurement Approach	\$ _____
B. Public-Private Partnership Procurement Approach	\$ _____
Phase IV – Program Management	
A. Design-Build Procurement Approach	\$ _____
B. Public-Private Partnership Procurement Approach	\$ _____
Total Fixed Fee for Phase I through IV	
A. Design-Build Approach	\$ _____
B. Public-Private Partnership Procurement Approach	\$ _____

3.0 Hourly Rates for Additional Services

The basis of compensation for the services of principals and employees engaged in the performance of any Additional Services shall be the hourly rates set forth below.

Staff Category	Hourly Rate

ATTACHMENT 4
QUALIFICATIONS QUESTIONNAIRE

This questionnaire is to be completed in its entirety. No modifications to the wording will be permitted. Proposals submitted with Qualifications Questionnaires that are incomplete or incorrect, or that have been altered, are subject to rejection.

1. Name of Firm:

2. Address of Headquarters:

3. Address of Local Office If Different:

4. Date of Organization (Month/Year)_____

5. Names And Dates of Predecessor Organization (s):

6. Type of Organization:_____ Individual, Partnership, Association, Corporation, or other form

7. Business Telephone and Fax Number (s):_____

8. List of Principals, Titles, Degrees:

13. Identify any subconsultants that the firm plans to use to provide the Project services.

Name	Location	Scope of Services

14. Describe at least three projects on which the firm has provided similar services within the last five years. Include a description of the services, location of project, and the name, address, and telephone number of at least one person representing the client who received the services.

Location:	Date(s) of Work:
Description of Services	

Name: _____	
Address: _____	

Telephone Number: _____	

Location:	Date(s) of Work:
Description of Services	

Name: _____	
Address: _____	

Telephone Number: _____	

Location:	Date(s) of Work:
Description of Services <hr/> <hr/> Name: _____ Address: _____ <hr/> Telephone Number: _____	
Location:	Date(s) of Work:
Description of Services <hr/> <hr/> Name: _____ Address: _____ <hr/> Telephone Number: _____	

ATTACHMENT 4 – Cont.

PROJECT TEAM EXPERIENCE AND QUALIFICATIONS

- 15. Attach a Management Chart showing the Project team members, areas of responsibility, and team organization structure. Show subconsultants where applicable.
- 16. Attach a list of all pertinent work performed by members of the Project team during the past five (5) years that is relevant to and that Respondent believes will contribute towards the success of the Project contemplated in this RFS.
- 17. Project Manager – List the name of the person who will be directly responsible for performance of the Project services and indicate the number of years of experience managing projects of similar size. Attach resume(s) describing specific related experience.

Name	Certification(s)/License(s)	Years of Experience

Name	College Degree	Certification(s) License(s)	Field	Years of Experience

PART I, SECTION C - ADDITIONAL INFORMATION

- 1.0 **PROPOSAL DISCLOSURE:** Proposals will be opened in a manner so as to avoid disclosure of the contents to competing Respondents. Proposals will be kept secret during the evaluation process; however, all proposals will be open for public inspection after award except for information that qualifies for exception from mandatory disclosure (as trade secrets, confidential information or otherwise) under the Texas Public Information Act, if such information is identified by Respondent in its proposal.
- 2.0 **EVALUATION FACTORS:** In reviewing responses to this RFS, Travis County will consider the following evaluation factors (listed in order of their respective importance) and their corresponding weights, as well as any other information that comes to the County's attention that County deems relevant. Points will be assigned based on information submitted from Respondents.

Demonstrated Expertise of Personnel: 30

Demonstrated expertise and experience of key personnel proposed to provide the services proposed.

Fee Proposal: 30

Respondent shall provide a fee schedule (Attachment 3) giving a fixed rate for Basic Services and listing of Hourly Rates for any Additional Services.

Demonstrated Experience of the Firm: 20

Demonstrated experience of the firm in providing similar consulting services on comparable projects.

Proposed Approach to Providing Services: 20

Respondent must have adequate current full-time staff, both registered professionals in an applicable field and technical and administrative support staff, to competently and efficiently perform the work. Respondent must submit a management plan to show how it proposes to efficiently accomplish the work for the Project under consideration. Each phase of the plan should have a well-defined scope, deliverables, and estimated timeframe for completion.

- 3.0 **EVALUATION PROCESS:** An evaluation committee supervised by the Purchasing Agent and comprised of County staff will review and evaluate each proposal as submitted. Written submissions will be evaluated using the Evaluation Criteria listed. The scores received will be used to identify a "short list" of Respondents. Respondent must include all information necessary to facilitate evaluation of the factors listed above as part of the proposal. Travis County reserves the right to consider any other information that County deems relevant to the evaluation of Respondent, and may request an interview with Respondent that may include an oral presentation.
- 4.0 **METHOD OF AWARD:** The award of a contract shall be based on the demonstrated competence, experience, and qualifications of the Respondent whose offer is determined to be the best value for Travis County. This determination will be based on the results of negotiations and will take into consideration the relative importance of price and other evaluation factors. Travis County reserves the right to make an award to more than one Respondent.

PART I, SECTION D - NEGOTIATIONS

1.0 NEGOTIATIONS:

- 1.1 Travis County reserves the right to negotiate the price and any other terms with the Respondent.
- 1.2 If negotiations are deemed necessary, the Purchasing Agent shall supervise them.
- 1.3 Respondents may be required to submit additional data during the process of any negotiations.

2.0 DEVIATIONS:

Requirements stated in this RFS become part of the contract resulting from this RFS unless the Respondent requests a deviation from these requirements. Any requests for deviations must be specifically defined by Respondent in its proposal. If accepted, the deviation becomes part of the contract. Travis County reserves the right to modify the requirements of this RFS.

3.0 REJECTION OF PROPOSALS:

- 3.1 County expressly reserves the right to:
 - 3.1.1 waive any defect, irregularity or informality in any proposal;
 - 3.1.2 waive any noncompliance with the requirements of this RFS
 - 3.1.3 reject or cancel any proposal or parts of any proposal;
 - 3.1.4 accept proposals from one or more Respondents; or
 - 3.1.5 procure the services in whole or in part by other means.

4.0 PROTESTS:

Protests before award of the contract must be submitted in writing to the Purchasing Agent not later than 6 calendar days after proposal opening. Protests after award of the contract must be submitted within 10 days after award by the Travis County Commissioners Court. The Purchasing Agent shall rule on the protest in writing within 10 days from date of receipt. Any appeal from the Purchasing Agent's decision must be made within 10 days after receipt of the decision. The appeal must be submitted to the Purchasing Agent, who shall present the matter for final resolution to the Commissioners Court. Appellant will be notified of the time and place the appeal is to be heard by the Commissioners Court. The Appellant will be afforded an opportunity to present evidence in support of the appeal.

NOTE: THE FOLLOWING SCOPE OF SERVICES AND THE ATTACHED AGREEMENT, ALONG WITH THE CONSULTANT'S PROPOSAL, AND ANY DEVIATION TO WHICH TRAVIS COUNTY HAS AGREED, IN WRITING, WILL BECOME PART OF THE CONTRACT.

PART II
SCOPE OF SERVICES

Through this Request for Services, Travis County seeks a Consultant to assist and advise Travis County during Phase I through Phase IV of the Project.

The Project is the construction of a civil and family courts building on the block owned by Travis County located at 308 Guadalupe Street in the central business district of Austin, Texas.

The Project will begin with Phase I:

Phase I – Review and analysis of the information prepared to date for the development of the Project; assistance with finalizing a financing strategy and the selection of a delivery approach to be used for the Project; development and execution of a public education initiative for the Project; and the tasks typically included in the Initiation and Planning Phases of a project as defined by the Project Management Institute (PMI).

Phase II – Preparation of solicitation documents for the development approach selected in Phase I and oversight of the procurement. The phase will also begin the development of the processes and documentation needed for the Executing, Monitoring and Control and Closing general phases for the project as defined by PMI.

Phase III – The selection of a development Partner and proposal for the Project and development of an operation and maintenance strategy that supports the long-term objectives of the Commissioners Court and compliments the delivery model; negotiation of the contracts with the Partner to execute the proposed development.

Phase IV – Program management for the Project, including oversight of the contract(s) awarded for the design, construction, occupancy, operation, and maintenance of the Project through at least the warranty period of the construction project or as otherwise determined through the course of the project delivery method selection.

Respondents to this Request for Services should divide their responses into the services they propose pursuant to general descriptions of Phase I through IV of the Project.

The Consultant may be a single individual or any combination of individuals and legal entities proposed by the Consultant. However, due to the breadth of expertise required by Travis County of the Consultant, Travis County expects respondents to this Request for Services to propose combinations of individuals and/or legal entities.

Respondents to this Request for Services should state clearly the expertise they believe the Consultant should have in order to assist and advise Travis County during Phases I through IV of the Project, why they believe such expertise is needed by the Consultant, and how they intend to provide such expertise if they are selected as the Consultant. At a minimum, Travis County expects the following types of expertise as it relates to the design and development of Court Houses using Design Build and Public Private Partnership alternative delivery concepts to be included in the Respondent's proposal:

- Program management and construction management expertise
- Architectural/engineering and information technology expertise
- Security and security systems expertise
- Financial advisory and financial risk management
- Real estate and development expertise
- Public outreach and project information development, including Historically Under-utilized Business (HUB) outreach for the Project
- Knowledge of any applicable local or State laws or regulations regarding Design Build or Public Private Partnership development alternatives

If a Respondent to this Request for Services is selected as the Consultant, Travis County may negotiate a contract for the services requested in this Request for Services which is based on, but differs from, the Respondent's response to this Request for Services.

PART III

DRAFT

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

FOR

Program Manager/Owner's Representative for Development of a New Travis
County Civil and Family Courthouse.

CONTRACT NO. TBD

PROFESSIONAL SERVICES AGREEMENT (PSA)

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PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM MANAGER/OWNER'S REPRESENTATIVE FOR DEVELOPMENT OF A NEW TRAVIS COUNTY CIVIL AND FAMILY COURTHOUSE

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

RECITALS

This Agreement is made and entered into between Travis County, a political subdivision of the State of Texas (the "COUNTY") and _____ (the "CONSULTANT").

The COUNTY desires to obtain professional consulting services for an Advisory Team for Feasibility Analysis of a Public Private Partnership for Development of a New Travis County Civil and Family Courthouse (the "Project"); and

The CONSULTANT has the ability, expertise, experience, and necessary professional degrees, licenses, and certificates to furnish the Project services;

COUNTY and CONSULTANT agree as follows:

1. EMPLOYMENT OF THE CONSULTANT

1.1 COUNTY agrees to contract with the CONSULTANT as an independent contractor and, subject to the needs of the COUNTY and the availability of CONSULTANT, CONSULTANT agrees to perform the professional services described in this Agreement.

1.2 The Travis County Commissioners Court orders this Agreement exempted from the bidding requirements of the County Purchasing Act under Section 262.024(a)(4) of the Texas Local Government Code as a contract for personal and professional services.

1.3 COUNTY and CONSULTANT acknowledge and agree that:

1.3.1 CONSULTANT is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations, and liabilities applicable to it as an independent contractor;

1.3.2 no employee of CONSULTANT will be considered an employee of COUNTY or gain any rights against COUNTY under COUNTY's personnel policies;

1.3.3 no employee of CONSULTANT may claim any benefits from COUNTY other than the payments set forth in this Agreement;

1.3.4 none of CONSULTANT's employees have a contractual relationship with COUNTY.

2. AUTHORITY OF THE COUNTY EXECUTIVE

- 2.1 The _____ who has been designated as the COUNTY's primary representative on the Project (the "County Executive") will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The County Executive has authority to interpret and define COUNTY's policies and decisions with respect to CONSULTANT's services.
- 2.2 The County Executive may designate representatives to transmit instructions and receive information. The County Executive will supervise the performance of CONSULTANT's services under this Agreement, and CONSULTANT must cooperate fully with the County Executive in the performance of these services.
- 2.3 In the event of any dispute arising out of the performance of CONSULTANT's services specified in this Agreement, the decision of the Purchasing Agent will be final and binding except that CONSULTANT may appeal the Purchasing Agent's decision, in writing, to the Travis County Commissioners Court, which has final authority to affirm, reverse, or modify the Purchasing Agent's decision.

3. SCOPE OF SERVICES

The CONSULTANT will serve as the COUNTY's professional consultant and must give consultation and advice to the COUNTY during the performance of the CONSULTANT's services.

3.1 BASIC SERVICES

3.1.1 The CONSULTANT is responsible for the complete and professional execution of the work described in this Agreement to the acceptance of the County Executive.

3.1.2 The CONSULTANT must perform "Basic Services," which include:

- (a) all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the County Executive and in accordance with the requirements, policies, and standard practices of Travis County;
- (b) the detailed Scope of Services for the Project, set forth in Appendix A, Scope of Services, attached hereto and made a part hereof (the "Scope of Services");
- (c) the Work Product, as defined herein, which the CONSULTANT must submit to the COUNTY for review and acceptance.

3.2. ADDITIONAL SERVICES

"Additional Services" are those services performed by the CONSULTANT not described in paragraph 3.1. The CONSULTANT must not perform any Additional Services until after receiving a written request for those services from the County

Executive and the parties have executed a written contract modification.

- 3.3 The CONSULTANT must use all applicable codes as adopted by authorities having jurisdiction over the Project.
- 3.4 In the event of any dispute over the classification of the CONSULTANT'S services as "Basic Services" or "Additional Services" under this Agreement, the decision of the Purchasing Agent is final and binding upon the CONSULTANT. Such a decision will be based upon the CONSULTANT's Scope of Services as identified in this Agreement.

4. COORDINATION WITH COUNTY

- 4.1 The CONSULTANT must designate a primary representative and an alternate representative to communicate with the COUNTY.
- 4.2 The CONSULTANT must not commence work on the Project until receipt of a written notice to proceed issued by the Travis County Purchasing Agent upon the recommendation of the County Executive (the "Notice to Proceed").
- 4.3 The COUNTY will provide the CONSULTANT convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to the Project. The CONSULTANT must make copies of needed information and promptly return all originals. The CONSULTANT'S copies of the foregoing material must be returned to the COUNTY upon completion of the Project if the County Executive so instructs the CONSULTANT.

COUNTY cannot guarantee the accuracy of all information that it provides to CONSULTANT. CONSULTANT may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained therein, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field-verified by CONSULTANT in accordance with his professional judgment. CONSULTANT may rely on other project information provided by COUNTY, such as program data or design criteria, in accordance with industry standards, except as otherwise modified herein.

- 4.4 The CONSULTANT must be available, upon request, to consult with the COUNTY and the COUNTY's officials, employees, agents, representatives, and other consultants regarding the CONSULTANT's services.
- 4.5 The CONSULTANT must notify the COUNTY in writing within 5 working days of any change in the CONSULTANT's legal name, business structure, or personnel engaged in providing services under this Agreement. Personnel engaged in providing services under this Agreement may not be substituted on the Project without COUNTY's prior written approval.
- 4.6 The CONSULTANT must cooperate and coordinate with the COUNTY's staff and other consultants and contractors as reasonable and necessary in the performance of this Agreement and as required by the County Executive.

5. COMPENSATION FOR BASIC SERVICES

- 5.1 The CONSULTANT will be paid by the COUNTY a fixed fee for all services satisfactorily performed pursuant to this Agreement in accordance with the payment schedule attached as Exhibit 1. The CONSULTANT will receive no compensation for work made necessary by the CONSULTANT's errors or omissions.
- 5.2 Hourly rates for the performance of Additional Services are set forth in Exhibit 2.

6. PERIOD OF SERVICE; TERMINATION

- 6.1 The CONSULTANT must perform the professional services described in this Agreement, whether "Basic Services" or "Additional services," in accordance with the Scope of Services set forth in Appendix A and any negotiated modifications to this Agreement.
- 6.2 This Agreement becomes effective on the Effective Date, as defined herein, and will remain in full force through project completion, including warranty periods.
- 6.3 If the performance by CONSULTANT or the COUNTY of either party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether the occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Agreement, then it will be excused from performance for a period of time as is reasonably necessary after the occurrence to remedy the effects of the occurrence. Upon the discovery of the occurrence, the party whose performance is affected under this section must notify the other party, and a special meeting will be called by the County Executive to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Delivery Date. A written request for an extension of time, when properly documented and justified by the circumstances, may be granted by the County Executive.
- 6.4 SUSPENSION. The COUNTY may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving CONSULTANT written Notice of Suspension (a "Notice of Suspension"). The effective date of the suspension is the date on which the CONSULTANT receives the Notice of Suspension, and this date begins the Suspension Period. Performance may be reinstated and this Agreement resumed in full force and effect within 60 days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the effective date of the suspension, the CONSULTANT must follow the procedures described below:
 - 6.4.1 Upon receipt of a Notice of Suspension, the CONSULTANT must, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and must prepare a statement detailing the services performed under this Agreement before the effective date of the suspension. Copies of all data collected or

assembled in the CONSULTANT's performance of services under this Agreement and copies of all completed or partially completed designs, plans, specifications, studies, reports, and analyses prepared under this Agreement before the effective date of the suspension, including the work product, must be prepared for possible delivery to the COUNTY upon COUNTY's request.

6.4.2 During the Suspension Period, the CONSULTANT may submit the above-referenced statement to the COUNTY for payment of the approved services actually performed under this Agreement, less previous payments.

6.5 TERMINATION FOR CONVENIENCE. The COUNTY reserves the right to terminate this Agreement for reasons other than default by the CONSULTANT, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to the CONSULTANT a written notice (a "Notice of Termination"), which will take effect on the tenth day following receipt by the CONSULTANT ("Termination for Convenience").

6.5.1 Upon receipt of a Notice of Termination and before the effective date of termination, the CONSULTANT must, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and must proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within 30 days after receipt of a Notice of Termination, the CONSULTANT must submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

6.5.2 Copies of all completed or partially completed reports, designs, plans, studies, analyses, specifications, and other work product prepared under this Agreement prior to the effective date of termination must be delivered to the COUNTY as a precondition to any final payment due under this Agreement.

6.5.3 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.

6.5.4 Failure by the CONSULTANT to submit the required statement described in paragraph 6.5.1 and to comply with the above stated conditions constitutes a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

6.6 TERMINATION FOR DEFAULT. Either party may terminate this Agreement for the failure of the other party to perform any provisions of this Agreement, through no fault of the terminating party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting party. The Notice of Termination for Default takes effect on the tenth day following receipt by the

defaulting party. In the event of Termination for Default, the COUNTY and its officials, agents, and representatives will not be liable for loss of any profits.

Termination by CONSULTANT:

- 6.6.1 In the event the CONSULTANT exercises its right to terminate for default by the COUNTY, within 30 days after receipt by the COUNTY of the CONSULTANT's Notice of Termination for Default, the CONSULTANT must submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
- 6.6.2 Copies of all completed or partially completed reports, designs, plans, studies, analyses, specifications, and other work product prepared under this Agreement prior to the effective date of termination must be delivered to the COUNTY as a pre-condition to any final payment due under this Agreement.
- 6.6.3 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 6.6.4 Failure by the CONSULTANT to submit the required statement described in paragraph 6.6.1 and to comply with the above stated conditions constitutes a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

Termination by COUNTY:

- 6.6.5 Upon receipt by the CONSULTANT of a Notice of Termination for Default and prior to the effective date of termination, the CONSULTANT must, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and must proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within 30 days after receipt of a Notice of Termination for Default, the CONSULTANT must submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 6.6.6 Copies of all completed or partially completed reports, designs, plans, studies, analyses, specifications, and other work product prepared under this Agreement prior to the effective date of termination must be delivered to the COUNTY as a pre-condition to any final payment due under this Agreement.
- 6.6.7 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.

- 6.6.8 Failure by the CONSULTANT to submit the required statement described in paragraph 6.6.5 and to comply with the above stated conditions constitutes a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.
- 6.7 If either no funds or insufficient funds are appropriated for a Project, this Agreement will terminate without penalty to COUNTY.
- 6.8 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

7. WORK PRODUCT

- 7.1 In this Agreement, the term "Work Product" means any reports, plans, specifications, studies, analyses, supporting documentation, and other information (including notes, drawings, diagrams, photographs, videotapes, draft appraisal reports, derived electronic data and/or files, and other materials of any kind) created, obtained, or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including all deliverables for the Project as described in Appendix A, Scope of Services.
- 7.2 The CONSULTANT must submit the work product for each task specified in the Scope of Services as set forth in Appendix A and any negotiated modifications to this Agreement. Upon receipt of the Work Product, the COUNTY will check the submission for completion. A submission will be considered complete if the COUNTY finds that all of the required items have been included in the work product in compliance with the requirements of this Agreement.
- 7.3 If the submission is substantially complete, the COUNTY will notify the CONSULTANT, and the COUNTY'S technical review process will begin.
- 7.4. The COUNTY will notify the CONSULTANT if a submission is incomplete, and the CONSULTANT must perform any professional services that are necessary to complete the work and resubmit it to the COUNTY. This process will be repeated until a submission is complete.
- 7.5 The COUNTY will review the completed Work Product for compliance with the Scope of Services. If the COUNTY determines that the completed Work product does not comply with the Scope of Services, the COUNTY will return the completed Work Product to the CONSULTANT for the CONSULTANT to perform any work necessary to bring the Work Product into compliance and resubmit it to the COUNTY. This process will be repeated until the Work Product is accepted. Work Product will be considered accepted if, in the County Executive's opinion, substantial compliance with the requirements of this Agreement has been achieved.
- 7.6 After the Work Product is considered accepted by the COUNTY, the CONSULTANT must perform any required modifications, changes, alterations, corrections, and additional work necessary to receive final approval by the County Executive. In this

Agreement “final approval” means that the County Executive has given formal written recognition that the Work Product required in the Assignment has been fully carried out.

- 7.7 The CONSULTANT must, without additional compensation, promptly perform any necessary corrections to any Work Product that is found to be in error or omission. However, after the COUNTY’s final approval of a Work Product, any revisions, additions, or other modifications made at the COUNTY’s request for the convenience of the COUNTY that involve extra services and expenses to the CONSULTANT will be paid for as Additional Services.

8. CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 8.1 The CONSULTANT must perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and in the CONSULTANT’s best professional judgment. In addition, the CONSULTANT must comply with all applicable federal, state laws, and local statutes, rules, and regulations.
- 8.2 The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless the CONSULTANT or someone under the CONSULTANT’s direction is appropriately licensed. If any necessary certification or license expires, is suspended, is revoked, or is canceled, the CONSULTANT must inform the COUNTY of such event within 5 working days.
- 8.3 CONSULTANT warrants that the services to be rendered pursuant to this Agreement, as well as all responsibilities of CONSULTANT arising under this Agreement, will be performed in accordance with the standards customarily provided by an experienced and competent consultant rendering the same or similar services in Travis County. The CONSULTANT must perform the duties set forth in this Agreement in a professional manner, and nothing in this Agreement will be construed to relieve CONSULTANT of this duty.
- 8.4 Acceptance and approval of work product by the COUNTY does not release the CONSULTANT of any responsibility or liability for the accuracy and competency of the CONSULTANT’s work performed under this Agreement. Neither acceptance nor approval by the COUNTY constitutes an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the documents prepared by the CONSULTANT.
- 8.5 Any employee of the CONSULTANT, who in the opinion of the COUNTY is incompetent or whose conduct becomes detrimental to the work or coordination with the COUNTY, must, upon the COUNTY’s request, be immediately removed from association with the Project.
- 8.6 The CONSULTANT must place his Texas Professional CONSULTANT’s seal of endorsement on all documents furnished to the COUNTY, as required by law.
- 8.7 The CONSULTANT expressly acknowledges that this Agreement is a personal and professional services contract and that all duties and responsibilities in it must be

performed by the CONSULTANT personally and cannot be assigned or subcontracted, other than as specifically provided in this Agreement, without the prior approval of the Travis County Commissioners Court.

8.8 The CONSULTANT represents and warrants that all applicable copyrights, patents, and licenses that may exist on materials used in this Agreement have been adhered to and that the COUNTY will not be liable for any infringement of those rights and that any rights granted to the COUNTY will apply for the duration of the Agreement. THE CONSULTANT AGREES TO AND MUST INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITIES OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY FEES FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING LICENSES, PATENTS, OR COPYRIGHTS APPLICABLE TO MATERIALS USED IN THE CONSULTANT'S PERFORMANCE UNDER THIS AGREEMENT.

8.9 INDEMNIFICATION. THE CONSULTANT AGREES TO AND MUST INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING WITHOUT LIMITATION ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR, OR NEGLIGENT OMISSION OF THE CONSULTANT OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OUT OF, OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.

8.9.1. If any claim, or other action, that relates to the CONSULTANT's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against the CONSULTANT, the CONSULTANT must give written notice to County of the following information:

- (a) the existence of the claim, or other action, within 10 working days after being notified of it;
- (b) the name and address of the person, firm, corporation, or other entity that made a claim, or that instituted any type of action or proceeding;
- (c) the alleged basis of the claim, action or proceeding;
- (d) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- (e) the name or names of any person against whom this claim is being made.

8.9.2 Except as otherwise directed, the CONSULTANT must furnish to County copies of all pertinent papers received by the CONSULTANT with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

8.10 DISPUTES AND APPEALS. The Purchasing Agent acts as the County representative in the issuance and administration of this Agreement in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent in relation to disputes is void unless otherwise stated in this Agreement. If the CONSULTANT does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the CONSULTANT must submit a written notice to the Purchasing Agent within ten calendar days after receipt of the document, notice, or correspondence outlining the exact point of disagreement in detail. If the matter is not resolved to the CONSULTANT's satisfaction, the CONSULTANT may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent if the Notice is submitted within ten calendar days after receipt of the unsatisfactory reply. The CONSULTANT then has the right to be heard by Commissioners Court.

9. OWNERSHIP OF INFORMATION

9.1 The CONSULTANT must furnish the County with Work Product as requested, whether or not it is complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in this Agreement. The CONSULTANT has the right to retain copies of the Work Product for its records.

9.2 All Work Product, together with all intellectual property and proprietary rights in and to the Work Product, will, upon creation, receipt, or assembly become the sole and exclusive property of the COUNTY and upon completion of the Project must be delivered to the COUNTY in an organized fashion with the CONSULTANT retaining a copy. If CONSULTANT is ever held or deemed to be the owner of the Work Product, or of any copyright or other intellectual property rights in the Work Product or any changes, modifications or corrections to the Work Product, then CONSULTANT irrevocably assigns, and shall cause its personnel to assign, to County, at the time of creation of any Work Product, without any requirement of further consideration, all such right, title and interest. Any reuse by CONSULTANT of any information described in this paragraph without the specific written consent of COUNTY will be at CONSULTANT's sole risk and without liability or legal exposure to COUNTY.

9.3 If the CONSULTANT desires to use or recommends the use of any design, device, materials or process covered by letters or patents of copyright, the CONSULTANT must provide for the use by suitable agreement with the patentee or owner. The CONSULTANT must indemnify and hold harmless the COUNTY from any claims for infringement by reason of the use or recommendation of the use of any patented design, device, materials, or process, or any trademark or copyright used in connection with the work performed by the CONSULTANT under this Agreement.

10. MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 10.1 The CONSULTANT must maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 10.2 The CONSULTANT agrees that the COUNTY and its duly authorized representatives are entitled to have access to any and all books, documents, papers, and records of the CONSULTANT that are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

11. MISCELLANEOUS

- 11.1 VENUE. This Agreement is governed by and is to be construed in accordance with the laws of the United States of America and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 11.2 SEVERABILITY. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it will remain valid and binding.
- 11.3 EQUAL OPPORTUNITY IN EMPLOYMENT. The CONSULTANT must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, disability, or veteran or military reservist status. The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 3, attached hereto and made a part hereof.
- 11.4 CERTIFICATE OF CONSULTANT. The CONSULTANT certifies that neither the CONSULTANT nor any members of the CONSULTANT's firm has:
 - 11.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for the CONSULTANT) to solicit or secure the services provided by this Agreement.
 - 11.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.
 - 11.4.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.
 - 11.4.4 The CONSULTANT further agrees that this certification may be furnished to any local, state, or federal governmental agencies in connection with this

Agreement and for those portions of the Project involving participation of agency grant funds and is subject to all applicable state and federal criminal and civil laws.

11.5 BIDDING EXEMPTION. This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

11.6 NOTICE. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and must be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.

The address of the COUNTY for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

COUNTY: Cyd V. Grimes (or successor)
 Travis County Purchasing Agent
 P.O. Box 1748
 Austin. Texas. 78767

with copies to (registered or certified mail with return receipt is not required):

The address of the CONSULTANT for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

11.7 INSURANCE. The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in Exhibit 4, which is attached and incorporated into this Agreement.

11.8. FORFEITURE OF AGREEMENT.

11.8.1 The CONSULTANT will forfeit all benefits of this Agreement and the COUNTY will retain all performance by the CONSULTANT and recover all consideration or the value of all consideration paid to the CONSULTANT under this Agreement if:

(a) The CONSULTANT was doing business with any Key Contracting Person at the time of execution of this Agreement or had done business

during the 365-day period immediately prior to the date on which it is executed; or

- (b) CONSULTANT does business with a Key Contracting Person at any time after the date on which this Agreement is executed and prior to full performance of this Agreement.

11.8.2 “Was doing business” and “has done business” mean:

- (a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
- (b) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
- (c) But does not include:
 - (1) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
 - (2) any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by the CONSULTANT in the ordinary course of its business; or
 - (3) a transaction for a financial service or insurance coverage made on behalf of the CONSULTANT if the CONSULTANT is a national or multinational corporation by an agent, employee or other representative of the CONSULTANT who does not know and is not in a position that he or she should have known about this Agreement.

11.8.3 “Key Contracting Person” means any person or business listed in listed in Attachment 1 to Exhibit 5, attached and incorporated into this Agreement.

11.9 PURCHASE ORDER. The CONSULTANT and its contractors, subcontractors, and vendors must provide goods and services using the purchase order method. A purchase order number will be assigned by the designated representative of the Travis County Purchasing Office. The CONSULTANT and its contractors, subcontractors and vendors must reference the Agreement number and the purchase order number on all invoices to:

The terms and conditions contained elsewhere in this Agreement prevail over different or contrary terms in any purchase order. The COUNTY will not pay invoices that are more than the amount authorized by the purchase order.

- 11.10 PAYMENTS. Payment will be made by check or by warrant upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below for orders placed by the Purchasing Agent, or as indicated on Purchase Orders placed by other authorized COUNTY offices and/or departments.

Travis County
P.O. Box 1748
Austin, Texas 78767

11.10.1 In order to be considered "correct and complete," an invoice must include at least the following information:

- (a) name, address, and telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address,
- (b) County Agreement, Purchase Order, or Delivery Order number,
- (c) identification of items or services as outlined in the Agreement,
- (d) quantity or quantities, applicable unit prices, total prices, and total amount, and
- (e) any additional payment information which may be called for by this Agreement.

11.10.2 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED.

- (a) In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of the CONSULTANT to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of the CONSULTANT until:
 - (1) the County Treasurer notifies the CONSULTANT in writing that the debt is outstanding; and
 - (2) the debt is paid.
- (b) "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.
- (c) The COUNTY may apply any funds COUNTY owes the CONSULTANT to the outstanding balance of debt for which notice is made under section 11.10.2(a) above if the notice includes a statement that the amount owed by the COUNTY to the CONSULTANT may be applied to reduce the outstanding debt.

- 11.11 INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.
- 11.12 PROPERTY TAXES. If the CONSULTANT is delinquent in the payment of property taxes in Travis County at the time of providing services under this Agreement, the CONSULTANT assigns any payments to be made for services rendered under this Agreement to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.
- 11.13 TAXPAYER IDENTIFICATION. The CONSULTANT must provide the COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.
- 11.14 SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the COUNTY and the CONSULTANT and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONSULTANT may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.
- 11.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING REQUIREMENTS.
- 11.15.1 HUB Program Requirements
- 11.15.1.1 In consideration of award of this Agreement to the CONSULTANT, the CONSULTANT agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING DECLARATION Form provided with the CONSULTANT's Qualifications Statement and attached hereto as Exhibit 6 and made a part hereof. The CONSULTANT will make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 15.8% for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE) (*Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American*).
- For purposes of this Agreement, all references to "HUB" shall mean "certified HUB." To be considered as a "certified HUB," the subcontractor must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program.
- 11.15.1.2 The Travis County Purchasing Office implemented an electronic reporting system (Vendor Tracking System) to eliminate standard forms, and

streamline the current manual process of tracking payments to all first-tier subcontractors/subconsultants by performing all such tracking procedures electronically.

The selected Respondent shall be responsible for the use of the system and require all subcontractors/subconsultants to be responsible for system reporting.

Training and additional information regarding the use of this system will be provided to the Respondent by Travis County Purchasing Office HUB staff after contract award but prior to commencement of contract performance.

If you have any questions regarding this system or difficulty in locating Certified HUB subconsultants contact the Travis County HUB staff at (512) 854-9700 for assistance.

11.16 FUNDING OUT. The COUNTY will make reasonable efforts within its power to obtain, maintain and properly request and appropriate funds from which the payments provided for in connection with this Agreement may be paid. Notwithstanding any provision to the contrary in this Agreement, if either no funds or insufficient funds are appropriated for any payments due under this Agreement for the period covered by such budget or appropriation, this Agreement will terminate without penalty to the COUNTY.

11.17 FUNDING LIMITATIONS. Funds for payment on this Agreement will come from the County and/or its funding partners. County funds for payment on this Agreement have been provided through the COUNTY budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of Travis County to be included in each proposed budget within the foreseeable future. The County Commissioners Court expects this to be an integral part of future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, COUNTY cannot guarantee the availability of funds, and enters into this Agreement only to the extent funds are made available. The Fiscal Year for COUNTY extends from October 1st of each calendar year to September 30th of the next calendar year.

THE COUNTY CANNOT GUARANTEE THE AVAILABILITY OF FUNDS FOR COMPLETION OF THE PROJECT AND ENTERS INTO THIS AGREEMENT ONLY TO THE EXTENT THAT FUNDS ARE MADE AVAILABLE FROM THE COUNTY AND/OR THE COUNTY'S FUNDING PARTNERS. AS OF JANUARY 1, 2013, THERE IS SUFFICIENT FUNDING FOR THE FIRST TWELVE MONTHS OF THE PROJECT. FUNDING FOR ADDITIONAL PORTIONS OF THE PROJECT MAY OR MAY NOT BE MADE AVAILABLE BY THE COUNTY OR ITS FUNDING PARTNERS. THERE IS RISK INVOLVED WITH THIS AGREEMENT. THE COUNTY'S OBLIGATIONS UNDER THIS AGREEMENT ARE CONTINGENT UPON THE AVAILABILITY OF FUNDS. IF SUFFICIENT FUNDS ARE NOT AVAILABLE, THE COUNTY WILL NOTIFY THE

CONSULTANT IN WRITING WITHIN A REASONABLE TIME AFTER SUCH FACT IS DETERMINED. THE COUNTY WILL THEN TERMINATE THIS AGREEMENT AND WILL NOT BE LIABLE FOR THE FAILURE TO MAKE ANY PAYMENT TO THE CONSULTANT UNDER THIS AGREEMENT.

- 11.18 NON-WAIVER OF DEFAULT. No payment, act, or omission by the COUNTY may constitute or be construed as a waiver of any breach or default of the CONSULTANT which then exists or may subsequently exist. All rights of the COUNTY under this Agreement are specifically reserved and any payment, act, or omission is not to be construed to impair or prejudice any remedy or title to the COUNTY under it. Any right or remedy in this Agreement does not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided in this Agreement, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 11.19 MEDIATION. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation are to remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
- 11.20 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, the COUNTY may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
- 11.21 CONSULTANT CERTIFICATIONS:
- 11.21.1 The CONSULTANT certifies that the CONSULTANT
- (a) is a duly qualified, capable and otherwise bondable business entity,
 - (b) is not in receivership and does not contemplate same,
 - (c) has not filed for bankruptcy,
 - (d) is not currently delinquent with respect to payment of property taxes within Travis County, and
 - (e) is duly licensed in the State of Texas to perform the work described in this Agreement.
- 11.22 CIVIL RIGHTS/ADA COMPLIANCE. The CONSULTANT must provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if the CONSULTANT were an entity bound to comply with

these laws. The CONSULTANT must not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

- 11.23 GRATUITIES. The COUNTY may terminate this Agreement if it is found that gratuities of any kind, including entertainment, or gifts were offered or given by the CONSULTANT or any agent or representative of the CONSULTANT, to any County Official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the COUNTY pursuant to this provision, the COUNTY will be entitled, in addition to any other rights and remedies, to recover from the CONSULTANT at least three times the cost incurred by CONSULTANT in providing the gratuities.
- 11.24 MONITORING. The COUNTY reserves the right to perform periodic on-site monitoring of the CONSULTANT's compliance with the terms of this Agreement and of the adequacy and timeliness of the CONSULTANT's performance under this Agreement. After each monitoring visit, the COUNTY will provide the CONSULTANT with a written report of the monitor's findings. If the report notes deficiencies in the CONSULTANT's performances under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by the CONSULTANT. The CONSULTANT must take action specified in the monitoring report prior to the deadlines specified.
- 11.25 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim.
- 11.26 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by the County or any of its officials, employees, agents or representatives in connection with this Agreement is subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions, and letter rulings issued by the Texas Attorney's General Office.
- 11.27 CONFLICT OF INTEREST QUESTIONNAIRE. If required under Chapter 176 of the Texas Local Government Code, the CONSULTANT must file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, the CONSULTANT must file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. The CONSULTANT must file an updated, completed questionnaire with the Travis County Clerk not later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The CONSULTANT should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is accepted from disclosure under the Texas Public Information Act. The CONSULTANT is solely responsible for the preparation of its Conflict of Interest Questionnaire and the accuracy and completeness of the content contained therein

and ensuring compliance with all applicable requirements of Chapter 176 of the Local Government Code.

- 11.28 CERTIFICATION OF ELIGIBILITY. This provision applies if the anticipated contract exceeds \$25,000. By signing this Agreement, the CONSULTANT certifies that it is not on the federal government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list while this Agreement is in effect, the CONSULTANT must notify the Travis Purchasing Agent. Failure to do so may result in terminating the contract for default.
- 11.29 ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 11.30 ENTITY STATUS. This provision applies if CONSULTANT is a Texas corporation. By my signature below, I certify that the CONSULTANT is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.
- 11.31 ACKNOWLEDGEMENT. As a duly authorized representative of the CONSULTANT, I acknowledge by my signature below that I have read and understand the above paragraphs and that the CONSULTANT has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

THE CONSULTANT:

By: _____

Printed Name: _____

Title: _____

Authorized Representative

Date: _____

TRAVIS COUNTY:

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

AVAILABILITY OF FUNDS CONFIRMED:

By: _____

Nicki Riley
Travis County Auditor

APPROVED AS TO FORM:

By: _____

Cyd V. Grimes, C.P.M., CPPO
Travis County Purchasing Agent

APPROVED AS TO FORM:

By: _____

Assistant County Attorney

**EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES
(ACTUAL COST OF SERVICES METHOD)**

SECTION 1 – COMPENSATION FOR BASIC SERVICES

1.1 Unless this Agreement has been amended or modified as provided herein, the payments for the tasks described below will be:

Phase I – Review and Analysis	\$ _____
Phase II – Procurement Assistance	
A. Design-Build Procurement Approach	\$ _____
B. Public-Private Partnership Procurement Approach	\$ _____
Phase III– Contract Negotiation	\$ _____
A. Design-Build Procurement Approach	\$ _____
B. Public-Private Partnership Procurement Approach	\$ _____
Phase IV – Program Management	
A. Design-Build Procurement Approach	\$ _____
B. Public-Private Partnership Procurement Approach	\$ _____
Total Fixed Fee for Phase I through IV	
A. Design-Build Procurement Approach	\$ _____
B. Public-Private Partnership Procurement Approach	\$ _____

SECTION 2 - FIXED FEE

- 2.1 The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee, shown above, is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor, non-labor costs, and all expenses required in the performance of the various phases of work provided for under this Agreement.
- 2.2 In the event of any dispute over the classification of the CONSULTANT's services as either "Basic" or "Additional" services, the decision of the PURCHASING AGENT shall be final and binding on the CONSULTANT.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

- 3.1 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a written amendment to this Agreement. However, the CONSULTANT must not perform any Additional Services until after receiving a written contract modification for those services from the PURCHASING AGENT.
- 3.2 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services shall be the hourly rates set forth in Exhibit 2.

3.3 Work made necessary by the CONSULTANT'S errors or omissions does not constitute "Additional Service," and the CONSULTANT will receive no compensation for any such work.

EXHIBIT 2
HOURLY RATES FOR ADDITIONAL SERVICES

Staff Category	Hourly Rate

EXHIBIT 3
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONSULTANT will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the CONSULTANT'S obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONSULTANT will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provision of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. The CONSULTANT will furnish, upon written request, all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONSULTANT will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of

September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY or Federal Agency the CONSULTANT may request the COUNTY and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT 4
INSURANCE REQUIREMENTS

During the life of this Agreement, the CONSULTANT agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

The CONSULTANT shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. The CONSULTANT shall not allow any subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by the COUNTY shall not relieve or decrease the liability of the CONSULTANT hereunder.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. The CONSULTANT shall furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. The CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

EXHIBIT 5
ETHICS AFFIDAVIT

STATE OF _____
COUNTY OF _____

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Business Name of CONSULTANT: _____

County of CONSULTANT: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this Affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this Affidavit.
3. Affiant can read and understand the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this professional services agreement, which list is attached to this Affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365 day period immediately before the date of this affidavit.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20____.

Notary Public, State of _____

Typed or printed name of notary

My commission
expires: _____

ATTACHMENT 1 TO EXHIBIT 5
LIST OF KEY CONTRACTING PERSONS
JANUARY 16, 2013

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge.....	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Vacant	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	CharylN Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Barbara Smith*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Nicki Riley*	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder*	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer.....	Tanya Acevedo	
Interim Chief Information Officer.....	Rod Brown	
Interim Chief Information Officer.....	Walter Lagrone	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Elizabeth Winn	

Attorney, Transactions DivisionMary Etta Gerhardt
 Attorney, Transactions DivisionBarbara Wilson
 Attorney, Transactions DivisionJim Connolly
 Attorney, Transactions DivisionTenley Aldredge
 Director, Health Services Division.....Beth Devery
 Attorney, Health Services Division.....Prema Gregerson
 Purchasing AgentCyd Grimes, C.P.M., CPPO
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing Agent.....Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IVCW Bruner, CTP
 Purchasing Agent Assistant IVLee Perry
 Purchasing Agent Assistant IVJason Walker
 Purchasing Agent Assistant IVRichard Villareal
 Purchasing Agent Assistant IVPatrick Strittmatter
 Purchasing Agent Assistant IVLori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IVScott Wilson, CPPB
 Purchasing Agent Assistant IV.....Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IVLoren Breland, CPPB
 Purchasing Agent Assistant IVJohn E. Pena, CTPM
 Purchasing Agent Assistant IVRosalinda Garcia
 Purchasing Agent Assistant IVAngel Gomez*
 Purchasing Agent Assistant III.....Shannon Pleasant, CTPM
 Purchasing Agent Assistant III.....David Walch
 Purchasing Agent Assistant III.....Michael Long, CPPB
 Purchasing Agent Assistant III.....Nancy Barchus, CPPB
 Purchasing Agent Assistant III.....Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III.....Sydney Ceder*
 Purchasing Agent Assistant III.....Vacant
 Purchasing Agent Assistant II.....Vacant
 Purchasing Agent Assistant II.....L. Wade Laursen*
 Purchasing Agent Assistant II.....Sam Francis*
 HUB CoordinatorSylvia Lopez
 HUB Specialist.....Betty Chapa
 HUB Specialist.....Jerome Guerrero
 Purchasing Business AnalystScott Worthington
 Purchasing Business AnalystJennifer Francis
 250th Judicial District Civil Court Judge John K. Dietz
 County Court at Law #2..... Judge Eric Sheppard
 261st Judicial District Civil Court..... Judge Lora Livingston
 201st District Court..... Judge Amy Clark Meachum
 200th Judicial District Civil Court Judge Gisela D. Triana-Doyal
 Strategic Planning Mgr., Planning & Budget.....Belinda Powell

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant III..	Elizabeth Corey, C.P.M.	03/14/13
Attorney, Transactions Division	Tamara Armstrong	03/30/13
Executive Assistant	Lori Duarte	06/15/13
Chief Information Officer	Joe Harlow	07/31/13
County Auditor	Susan Spataro, CPA	08/31/13
Purchasing Agent Assistant IV ..	George R. Monnat, C.P.M., A.P.P.	09/26/13

Executive Assistant Cheryl Aker..... 10/05/13
Purchasing Agent Assistant II.... Jayne Rybak, CTP..... 12/14/13
Commissioner, Precinct 3 Karen Huber..... 01/01/14
Executive Assistant Garry Brown 01/01/14
Executive Assistant Julie Wheeler ... 01/01/14
Executive Assistant Jacob Cottingham 01/01/14

EXHIBIT 6

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

(INSERT RFS ATTACHMENT 2 AT CONTRACT AWARD)

APPENDIX A

SCOPE OF SERVICES

(PART II OF THE RFS AND ANY AMENDMENTS THERETO WILL BE INSERTED IN THIS SECTION AT CONTRACT AWARD).