



Travis County Commissioners Court Agenda Request

Meeting Date: January 14, 2014

Prepared By/Phone Number: Sylvia Lopez, HUB Coordinator, 854-4561

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Office
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: APPROVE CONTRACT NO. 4400001840, NATIONAL ECONOMIC RESEARCH ASSOCIATES, INC. (NERA), MINORITY, WOMEN-OWNED AND HISTORICALLY UNDERUTILIZED BUSINESS DISPARITY STUDY.

The County was approached in March 2012 to participate in the City of Austin's next Disparity Study through an Interlocal Agreement. In August 2012, money was earmarked by the Commissioners Court for the County to participate in the study. Purchasing staff has been extensively involved in preparations by attending ongoing meetings/discussion with Commissioner Eckhardt's Office, City of Austin and several other government agencies.

The City of Austin issued an RFQ in late December 2012 and awarded the contract on June 20, 2013 to NERA to conduct a disparity study.

November 19, 2013 Purchasing presented an update to the Court and received approval to commence negotiations with NERA to conduct a full blown "Disparity Study". Purchasing staff met with NERA several times finalizing the County's scope and cost estimate with a not to exceed contract amount of \$339,552.38.

The Purchasing Agent is requesting court approval of the contract.

**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

NATIONAL ECONOMIC RESEARCH ASSOCIATES, INC.

FOR

**Minority and Women Owned and Historically Underutilized Business
Disparity Study Services**

CONTRACT NO. 440001840



Travis County Purchasing Office

TABLE OF CONTENTS

1.0	Definitions.....	3
2.0	Term.....	4
3.0	Contractor's Responsibilities	4
4.0	Compensation, Billing and Payment.....	6
5.0	Records, Confidentiality and Access	8
6.0	Amendments / Modifications	8
7.0	Miscellaneous	10
	Approvals.....	16

Attachments

Attachment A – Scope of Services & Fee Schedule	17
Attachment B – Sub Contractors.....	24
Attachment C – Insurance.....	25
Attachment D – Ethics Affidavit including:	28
Exhibit 1 - List of Key Contracting Persons.....	29
Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and voluntary Exclusion for Covered Contracts	31

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

PROFESSIONAL SERVICES AGREEMENT
Minority and Women Owned and Historically Underutilized
Business Disparity Study Services

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and **National Economic Research Associates, Inc.**, (the "CONTRACTOR").

WHEREAS, COUNTY desires to enter into an Agreement for the purpose of conducting a Minority and Women Owned and Historically Underutilized Business Disparity Study, and;

WHEREAS, CONTRACTOR has the professional ability and expertise to provide such services;

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes, or her successor.
- 1.3 "County Auditor" means Travis County Auditor Nicki Riley, or her successor.
- 1.4 "Parties" mean Travis County and National Economic Research Associates, Inc.
- 1.5 "Is doing business" and "has done business" mean:
 - 1.5.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal equitable; or
 - 1.5.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;
 - 1.5.3 **but does not include**
 - 1.5.3.1 any retail transaction for goods or services sold to a Key

Contracting Person at a posted, published, or marked price available to the public,

1.5.3.2 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 Contractor in the ordinary course of its business; and

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

- 1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.
- 1.7 "Director" means Sylvia Lopez, Travis County HUB Coordinator/DBE Liaison, CCA of Travis County, who will administer this Agreement, or her designated representative.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon execution by all parties and shall continue for 24 months.

2.2 Extension Term(s). The Initial Term of this Agreement may be extended by written agreement of the Parties.

2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the duties that it has accepted as part of this Agreement.

- 3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance 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].
- 3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.
- 3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.
- 3.7 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.8 Contractor Requests for Information. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the Director and may rely on all factual information supplied by the Director in response to his requests. However, the Director shall not serve as the agent of COUNTY or Commissioners Court or any elected official of COUNTY for any other purpose than conveying factual information. In performing the Services, CONTRACTOR will use all information supplied by the COUNTY without having independently verified the same and CONTRACTOR assumes no responsibility for the accuracy or completeness of such information.
- 3.9 Upon request, CONTRACTOR shall report on the status, progress, and general nature of the work performed to date pursuant to this Agreement.
- 3.10 Upon request, CONTRACTOR shall be available to the Commissioners Court, the Travis County Judge and Commissioners or their representatives for questions with respect to the services being performed pursuant to this Agreement.
- 3.11 Professional Licensure/Certification. CONTRACTOR shall maintain all necessary licenses and certifications related to the professional services being provided hereunder, and shall perform all services under this Agreement according to the applicable federal, state, and local rules and regulations. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR

shall inform COUNTY of such event within five (5) working days.

3.12 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent professional in Travis County, Texas would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

3.13 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this contract that exceed \$100,000.00.

Form is provided as Attachment E

4.0 COUNTY PERFORMANCE OF SERVICES

4.1 COUNTY shall designate a Project Director who will be the person responsible for monitoring CONTRACTOR's performance under the terms and conditions of this Agreement.

4.2 COUNTY shall provide CONTRACTOR, at COUNTY's expense, periodic access to on-site working space for up to four CONTRACTOR staff members at a time, with a desk or work table, access to a telephone, and access to an analog telephone line for internet access. Such work space may be in multiple locations and will not be solely dedicated to CONTRACTOR during the contract period.

4.3 COUNTY shall provide CONTRACTOR copies of or access to documents that are necessary for the successful completion of work required by this Agreement.

5.0 COMPENSATION, INVOICING AND PAYMENT

5.1 Compensation. For and in consideration of the satisfactory performance of the services described in Attachment A, Scope of Services, by CONTRACTOR pursuant to the terms of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Deliverable Schedule incorporated in the Scope of Services which is attached hereto as Attachment A and made a part hereof.

5.1.1 Not to exceed amount: \$339,552.38

5.1.2 Additional Fees: Not applicable

5.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld, in accordance with the mutually agreed upon terms of this Agreement and the services described in Attachment A, Scope of Services. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

5.3 Invoicing. Within ten days after the completion of each deliverable, as described in Attachment A: Scope of Services, but in no event more often than monthly, CONTRACTOR shall invoice County for services rendered pursuant to this Contract. Each invoice shall include a description of the services and completed activities performed by Contractor and any deliverables for which payment is being requested.

Original invoices shall be sent to:

Travis County Purchasing Office
Attn: Sylvia Lopez
P.O. Box 1748
Austin, TX 78701-2105

5.4 Payment. If Director determines that Contractor has satisfactorily performed the services and activities for which payment is being requested (including timely delivery of deliverables) in accordance with Attachment A, Scope of Services, Director will approve the invoice and payment will be made to Contractor within 30 days following such approval. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

5.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

5.6 Taxpayer Identification. CONTRACTOR shall provide 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, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

5.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of

invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

5.8 Disbursements to Persons with Outstanding Debt.

5.8.1 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 CONTRACTOR 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 CONTRACTOR until:

5.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

5.8.1.2 the debt is paid.

5.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

5.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 5.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

5.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

5.10 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

5.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

6.0 RECORDS CONFIDENTIALITY AND ACCESS

6.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

6.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR.

6.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

6.4 Notwithstanding anything herein to the contrary, any audit hereunder must (i) be at COUNTY's sole expense, (ii) be upon reasonable advance notice to CONTRACTOR and during CONTRACTOR's normal business hours, (iii) not unreasonably interfere with the business operations of CONTRACTOR, (iv) absent CONTRACTOR's default, be limited to once in any twelve month period, unless otherwise required by law, (v) be limited to books, records and personnel of CONTRACTOR directly relating to the services performed under this Agreement and (vi) at CONTRACTOR's request, be subject to the execution of a confidentiality agreement satisfactory to Contractor. In connection with any such audit, Contractor shall under no circumstances be required to breach (i) any obligations of confidentiality it may owe to any of its employees or any third party client or (ii) any applicable law. Contractor acknowledges County's obligation to comply with the Texas Public Information Act to provide documents requested by the public in order to avoid statutory penalties.

7.0 AMENDMENTS/MODIFICATIONS

7.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

7.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Director with a copy to the Purchasing Agent.

7.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

8.0 MISCELLANEOUS:

8.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

8.2 Copyrights, Patents and Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement (except to the extent the applicable infringement was caused by the County). Contractor shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind 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 patents, licenses, or copyrights applicable to materials used in this Agreement (except to the extent the applicable infringement was caused by the County).

8.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR

with respect to these claims or actions.

8.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

8.5 Non-Waiver of Default

8.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

8.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

8.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

8.7 Entire Agreement

8.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County as referenced herein. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

8.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 8.7.2.1 Attachment A – Scope of Services & Fee Schedule
- 8.7.2.2 Attachment B – Subcontractors

- 8.7.2.3 Attachment C –Insurance
- 8.7.2.4 Attachment D – Ethics Affidavit including:
Exhibit 1 - List of Key Contracting Persons
- 8.7.2.5 Attachment E – Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary Exclusion for
Covered Contracts

8.8 Notices:

8.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall 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 herein specified.

8.8.2 County Address. The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M., CPPO (or her 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):

Sylvia Lopez
Travis County Purchasing Office
P.O. Box 1748
Austin, Texas 78767

8.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

National Economic Research Associates, Inc.
Attn: Jon Wainwright, Sr. Vice President
3801 South Capital of Texas Highway, Suite 330
Austin, Texas 78704

(512) 871-8995 Jon.Wainwright@NERA.com

8.8.4 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 8.8. Any change in the address shall be reported within fifteen (15) days of the change.

8.9 Authority of the DIRECTOR. The DIRECTOR will act on behalf of the COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

8.10 Dispute Resolution. The Purchasing Agent will act as the County representative in disputes where the Contractor has been unable to successfully resolve such dispute with the Department. Any document, notice or correspondence in relation to the dispute at this stage not issued by or to the Purchasing Agent is void unless otherwise stated in this Contract. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice or correspondence outlining the exact point of disagreement in detail. The Purchasing Agent will provide Contractor with a written response to the dispute containing the final resolution by County. If the matter is not resolved to the Contractor's satisfaction in this final notice, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the final unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

8.11 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 person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. And Rem. Code, 154.023. 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 must remain confidential as described in Tex. Civ. Prac. and Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.

8.12 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

8.13 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

8.14 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

8.14.1 Severability. Any clause, sentence, provision, paragraph, or article of this

Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

8.14.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

8.14.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

8.15 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

8.16 Interpretational Guidelines

8.16.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

8.16.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

8.16.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

8.16.4 Contract/Agreement. As used in this document, the terms "Contract" and "Agreement" are synonymous.

8.17 Conflict of Interest:

If required by Chapter 176, Texas Local Government Code, the Contractor shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Contractor shall update this Questionnaire by September 1 of each year for the duration of

this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Contractor shall submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

- 8.18 Limitation on Liability. Notwithstanding anything herein to the contrary (a) neither Contractor nor the County will be liable to the other in connection with the services to be provided by Contractor hereunder or any matter relating to such services for any indirect, special, punitive, consequential or incidental damages, including loss of profits, and (b) Contractor will not be liable to County to the extent any claim or claims individually or in the aggregate exceed two times (2x) the total professional fees paid to Contractor for the services pursuant to the applicable Scope of Services excluding the following: claims resulting from (i) the Contractor's fraud, willful misconduct or failure or refusal to comply with applicable law; (ii) Company's damage to tangible property; (iii) Company's actions that cause personal injury or death to any person; (iv) Company's breach of its confidentiality obligations hereunder; and (v) Company's infringement of a third party's intellectual property rights (except to the extent the applicable infringement was caused by the County), in each case, in connection with the provision of the Services. This provision applies to the fullest extent permitted by applicable law and to all causes of action, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.
- 8.19 Ownership and Use of Services. All materials prepared by Contractor specifically and exclusively for County pursuant to the agreement shall be owned by County. Contractor shall retain all of its rights in its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, models, tools, techniques, skills, generic industry information, knowledge and experience (and any graphic representations of any of these) whether now possessed or hereafter acquired by Contractor ("Contractor IC"), and that Contractor's deliverables will inherently contain and/or embed Contractor IC. It is understood and agreed that the deliverables provided by Contractor hereunder will inherently contain and/or embed Contractor IC. Contractor hereby grants to County a non-exclusive, non-transferable, worldwide, fully paid-up license to use any Contractor IC contained or embedded in the materials delivered by Contractor to the County hereunder, solely for the County's business purposes in accordance with the terms of this Agreement. The services provided by Contractor may include advice and recommendations; however, all decisions in connection with the implementation of such advice and recommendations shall be the sole responsibility of, and made by, the County.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

National Economic Research Associates, Inc. Travis County

Jon Wajert
By: Sr. Vice President
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 1/2/14

Date: _____

Approved as to Legal Form By:

Assistant County Attorney

Funds Verified By:

Nicki Riley, County Auditor

Approved by Purchasing:

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

ATTACHMENT A

TRAVIS COUNTY MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MBE/WBE) AND HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DISPARITY STUDY
SCOPE OF SERVICE

1. OBJECTIVE OF THE PROJECT:

The selected Consultant shall conduct a Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Historically Underutilized Business (HUB) disparity study consistent with constitutional mandates, governing law, and MBE/WBE/HUB best practices. The Consultant's final report shall outline the results of the disparity study and clearly and concisely offer the Consultant's recommendations consistent with the results of the disparity study and governing law.

2. DEFINITIONS:

For purposes of this project, the following terms have the meanings set out below:

- a) **MBE:** refers to Minority-owned Business Enterprise.
- b) **WBE:** refers to Women-owned Business Enterprise.
- c) **HUB:** refers to Historically Underutilized Businesses.

3. ANTICIPATED SERVICES:

Objective:

The selected Consultant will be required to perform a comprehensive disparity study of contracting and procurement activities in the County's relevant geographic market area and product markets (the Disparity Study or the Study). The Disparity Study will be based on five years of historical data (FY 2009-2013) collected by the County. The County's data may include total contract amounts and total amounts paid to MBE/WBE/HUBs, recorded by industry, race/ethnicity, and sex. The County has collected this data on prime contractors and subcontractors. The County's prime contractor data has been catalogued using SAP and H-T-E financial systems and subcontractor data in the web based tracking system or the Vendor Tracking System (VTS) and all are available in electronic format.

The Disparity Study shall analyze whether a significant statistical disparity exists between the percentage of available MBE/WBE/HUB businesses' in the County's geographic and product markets and their corresponding percentage utilization on County contracts.

The Disparity Study will analyze MBE/WBE/HUB businesses' availability and participation both as prime contractors and subcontractors in specific industries (identified by commodity codes and procurement categories) within the broader categories of construction, construction-related professional services, construction-related non-professional services, and commodities. The Consultant will not be expected to analyze the data associated with smaller contracts, likely those with a value of less than \$50,000. More specifically, the selected Consultant must perform the

ATTACHMENT A

following elements of work (collectively referred to as the Project):

- a. Provide a detailed and up-to-date overview of current constitutional standards and case law on race and gender-conscious and race and gender-neutral government efforts in public contracting; (5)
- b. Determine the County's appropriate geographic market area; (7)
- c. Determine the County's product markets, or those industries within the major procurement categories (construction, construction-related professional services, construction-related non-professional services, and commodities) that are most indicative of work performed on County contracts. (7)
- d. Utilizing data provided by County, as well as data the Consultant independently derives, provide statistical evidence of disparities in business enterprise activity in the County's geographic and product markets; (18)
 - i. Determine the availability of MBE/WBE/HUB businesses (classified by industry, race/ethnicity, and sex) in the County's geographic and product markets. The Consultant's methodology for determining availability shall rely on more than just census data, and focus on data specified above to ensure that results are captured and that ownership is verified. (17)
 - ii. Determine the County's utilization of available MBE/WBE/HUB businesses', classified by industry, race/ethnicity and sex in the County's geographic and product markets; (16)
 - iii. Examine, document and detail if there are large and statistically significant disparities between the availability of MBE/WBE/HUBS and their utilization by the County as contractors and subcontractors; (18)
 - iv. Identify if there is a large and statistically significant disparity between availability of MBE/WBE/HUBs, and their utilization as contractors or subcontractors.
- e. Collect and analyze anecdotal evidence on the experience of businesses in the County's markets, including business-owners and community stakeholder's inputs; which may include County precinct specific public hearings, interviews, surveys and other methods approved by the County Purchasing Office, to support identified statistical disparities. (13 & 14)
- f. To the extent necessary and possible, collect data regarding other public entities' utilization of MBE/WBE/HUBs with similar geographic and product markets. Document and explain the significance of these findings. (4)
- g. If appropriate, determine whether and to what extent discrimination exists in the private sector, including a focus on the availability, through surveys, of credit to the minority contracting community. Focus could include, through surveys, availability of credit and insurance (including bonding) to the minority contracting community. This determination will require an analysis of MBE/WBE/HUBs businesses' private sector success relative to non-MBE/WBE/HUBs businesses' private sector success. Identify barriers to minority business formation, contracting, subcontracting and ownership. Determine trends and rates for formation and earnings.
- h. Based on analysis and review of the County's contracting and purchasing policies, electronic contract compliance records, HUB utilization reports, and any HUB Program background reports and studies that may have been conducted relating to the Program, provide recommendations, including race-and gender-neutral means, for addressing any identified disparities. These recommendations should address annual ethnic-specific goals (and provide guidance on determining project-specific goals), and any other related compliance issues. Provide monthly progress reports to the County. (20)
- i. Provide a draft final report including, but not necessarily limited to, an executive summary, an overview of relevant case law, the Disparity

ATTACHMENT A

Study with detailed discussion of the Consultant's methodology and analysis, and recommendations based on Consultant's findings and review of the County's HUB Program. These recommendations should be narrowly tailored to address any discrimination found. (19)

- j. Revise the report subject to concerns raised by the County and present in final form. (19)
- k. Present Disparity Study findings to County Departments and relevant staff, Commissioners Court, and otherwise cooperate with the County in facilitating dissemination of the Disparity Study results to the County and the public. (21)
- l. In the event the County's HUB Program is challenged any time from six years of completion of the Disparity Study, the Consultant may be required to testify on the constitutionality of the County's HUB Program plan.

This Scope of Services does not include legal services, nor does it include a legal component other than what is specifically provided above (See #5). NERA's legal remarks will be based on its understanding of relevant law and industry best practice, as informed by legal counsel retained by NERA. However, NERA's comments are not, and should not, be construed as legal advice to the County. NERA recommends that the County seek and obtain advice from its own legal counsel in connection with its procurement programs and with this report.

Deliverables:

The Consultant shall specifically deliver the following:

- a. Hold one meeting with key County officials to discuss the scope, approach and methodology of the project. (1)
- b. Prepare a Work Plan to outline the mutual responsibilities for producing data, analyzing data, and reviewing the work product. (1)
- c. Work with the County's Project Manager and key staff to refine Work Plan and scope, approach and methodology of the project. (2)
- d. Monthly progress reports, including, when appropriate, summaries of analyses and assessments in progress or completed. (2)
- e. A draft of the Consultant's final report for review and comment by the County, and a final version of all relevant reports. (19)
- f. A final report on the Disparity Study, including an executive summary, an overview of relevant case law, the Disparity Study with detailed discussion of the Consultant's methodology and analysis, and recommendations based on Consultant's findings and review of the County's HUB Program. Unless otherwise permitted by the County, the final report and all data and records developed specifically for the County in conjunction with the final report and Disparity Study shall be submitted to the County as two hard copies and one electronic copy (in or compatible with Microsoft Office 2007 or later) to permit future use by the County. (21)
- g. Presentations before relevant County Departments and the Commissioners Court. **3- 4 including Comm. Court, Purchasing, Community/Work Session, Executive Managers** (21)

4. QUALIFICATIONS:

County Disparity Study Scope

ATTACHMENT A

The Consultant shall utilize personnel and subcontractors with the experience, knowledge, and capabilities to timely deliver a legally defensible Disparity Study developed consistent with best practices. It is the Consultant's responsibility to secure all services necessary to meet the requirements of the project.

5. PROPOSED SCHEDULE:

Within ten (10) days of a signed contract Consultant shall deliver to Director a detailed Project schedule.

COUNTY COST NOT TO EXCEED: \$339,552.38

TASK	COUNTY	FINAL COUNTY COST
1	Hold one meeting with the key County officials to discuss the scope, approach and methodology of the project. Prepare a Work Plan to outline the mutual responsibilities for producing data, analyzing data, and reviewing the work product.	\$2,700
2	Work with the County's Project Manager and key staff to refine the Work Plan and scope, approach and methodology of the project. Monthly progress reports, including, when appropriate, summaries of analyses and assessments in progress or completed.	\$900
3	See Task 1	\$15,180
4	To the extent necessary and possible, collect data regarding other public entities' utilization of MBE/WBE/HUBs with similar geographic and product markets. Document and explain the significance of these findings.	\$0
5	Provide detailed and up-to-date overview of current	\$3,500

County Disparity Study Scope

ATTACHMENT A

	constitutional standards and case law on race and gender-conscious and race and gender-neutral government efforts in public contracting.	
6	The Disparity Study will analyze MBE/WBE/HUB businesses' availability and participation both as prime contractors and subcontractors in specific industries.	\$117,684
7	Determine the County's appropriate geographic market area. Determine the County's product markets, or those industries within the major procurement categories (construction, construction-related professional services, construction-related non-professional services; and commodities) that are most indicative of work performed on County contracts.	\$7,200
8	See Task 20	\$16,200
9		\$0
10		\$0
11		\$0
12		\$10,000
13	Collect and analyze anecdotal evidence on the experience of businesses in the County's markets, including business owners and community stakeholder's inputs; which may include County precinct specific public hearings, interviews, surveys and other methods approved by the County Purchasing office, to support identified statistical disparities.	\$13,331.25
14	See Task 13	\$38,632
15	See Task 13	\$9,625
16	Determine the County's utilization of available MBE/WBE/HUB businesses', classified by industry, race/ethnicity and sex in the County's geographic and product markets.	\$10,800
17	Determine the availability of MBE/WBE/HUB businesses	\$10,800

County Disparity Study Scope

ATTACHMENT A

	(classified by industry, race/ethnicity, and sex) in the County's geographic and product markets. The Consultant's methodology for determining availability shall rely on more than just census data to ensure most firms are captured and that ownership is verified.	
18	Provide statistical evidence of disparities in business enterprise activity in the County's geographic and products. Examine, document and detail if there is statistical evidence of disparities in the contracting and subcontracting activities within the County.	\$10,800
19	Provide a draft final report including, but not necessarily limited to, an executive summary, an overview or relevant case law, the Disparity Study with detailed discussion of the Consultant's methodology and analysis, and recommendations based on Consultant's findings and review of the County's HUB program. Revise the report subject to concerns raised by the County and present in final form.	\$40,640
20	Based on analysis and review of the County's contracting and purchasing policies, electronic contract compliance records, HUB utilization reports, and any HUB Program background reports and studies that may have been conducted relating to the Program, and provide recommendations, including race-and gender-neutral means, for addressing any identified disparities. These recommendations should address annual ethnic-specific goals (and provide guidance on determining project-specific goals), and any other related compliance issues.	\$14,800
21	Present Disparity Study findings to County Departments and relevant staff, Commissioners Court, and otherwise cooperate with the County in facilitating dissemination of the Disparity Study results to the County and the public.	\$16,760.13

ATTACHMENT A

	<p>A final report on the Disparity Study, including an executive summary, an overview of relevant case law, the Disparity Study with detailed discussion of the Consultant's methodology and analysis, and recommendations based on Consultant's findings and review of the County's HUB Program. The final report shall be written in clear and concise language using consistent terms; easy to understand; organized in a logical manner; fully illustrated with relevant examples; and consistent with widely accepted methodology. Unless otherwise permitted by the County, the final report and all data and records developed in conjunction with the final report and Disparity Study shall be submitted to the County as two hard copies and one electronic copy (in or compatible with Microsoft Office 2007 or later) to permit future use by the County.</p>	
--	---	--

COUNTY COST NOT TO EXCEED COST: \$339,552.38

ATTACHMENT B
SUBCONTRACTORS

Jon S. Wainwright, Ph.D., NERA Economic Consulting

Elizabeth Newlon, Ph.D., NERA Economic Consulting

Don T. O'Bannon, Of Counsel Dallas

Patricia Ramos, CR Dynamics & Associates, Inc.

Sundra Davis, D'Moriea Consulting Agency

Carol S. Hadnot, Business Resource Consultants

Joe Deegan, J&D Data Services

ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Subcontractor(s):

A. The types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Except for Professional Liability insurance, all other insurance coverage herein shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Commercial General Liability and Automobile Insurance required under this Contract which shall include Travis County as Additional Insured with respect to the County's vicarious liability arising from Contractor's provision of the services pursuant to this Agreement.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. Intentionally Omitted.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are \$2,000,000 per occurrence
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
 - a. Waiver of Subrogation (Form 420304), excluding the recklessness, negligence or willful misconduct of the County.
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Coverage: \$2,000,000 per occurrence for coverage and \$4,000,000 aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract for claims arising solely from Contractor's provision of the services pursuant to this Agreement
3. The Policy shall also include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County included as an additional insured (Form CG 2010) with respect to the county's vicarious liability arising from Contractor's provision of the services pursuant to this Agreement.

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of 5,000,000* each accident
2. Policy shall also include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County included as an additional insured (Form TE 9901B) with respect to the county's vicarious liability arising from Contractor's provision of the services pursuant to this Agreement.

† **Alternative Insurance Requirement**

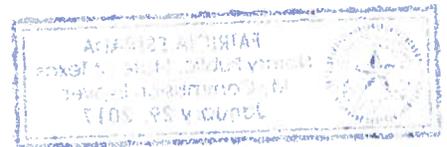
If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of
\$ 100,000/\$300,000/\$50,000
may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. **\$ 5,000,000 per Claim**
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.



ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 1/8/14
Name of Affiant: Jon Wainwright
Title of Affiant: Sr. Vice President
Business Name of Proponent: National Economic Research Associates, Inc.
County of Proponent: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Jon Wainwright
Signature of Affiant
3601 S. Congress Ave. 4109 Avenue F
Address Austin, TX 78751

SUBSCRIBED AND SWORN TO before me by Jon Wainwright on January 8, 2014.

Patricia Estrada
Notary Public, State of _____
Typed or printed name of notary _____
My commission expires: _____

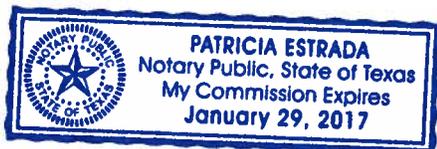


EXHIBIT A

LIST OF KEY CONTRACTING PERSONS
December 11, 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.....	David Salazar*	
Commissioner, Precinct 1.....	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant.....	Deone Wilhite	
Executive Assistant.....	Felicitas Chavez	
Executive Assistant.....	Sue Spears	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse).....	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
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.	
Chief Information Officer	Tanya Acevedo	
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 IV Jesse Herrera, CTP, CTPM, CTCM
 Purchasing Agent Assistant III Shannon Pleasant, CTPM
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Sydney Ceder
 Purchasing Agent Assistant III Ruena Victorino*
 Purchasing Agent Assistant III Rachel Fishback*
 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 Vacant

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Date of</u> <u>Expiration</u>
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
Commissioner, Precinct 2	Sarah Eckhardt	05/ 31/14
Purchasing Agent Assistant III	Nancy Barchus, CPPB	06/28/14
Purchasing Business Analyst.....	Jennifer Francis	11/29/14

* - Identifies employees who have been in that position less than a year.

**ATTACHMENT E
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
FOR COVERED CONTRACTS**

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ___ YES ___ NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

National Economic Research Assoc., Inc.

95-2879539

Jon W. Wright 1/8/14
Signature of Authorized Representative Date

Jon Wainwright Sr. Vice President
Printed/Typed Name & Title of Authorized Representative