



Travis County Commissioners Court Agenda Request

Meeting Date: May 6, 2014

Prepared By/Phone Number: Mike Long/44850

Elected/Appointed Official/Dept. Head: Judge Sam Biscoe

Commissioners Court Sponsor:

Agenda Language:

Approve contract award to Parking Systems of America for Parking Management Services (RFS No. 1403-005-ML, Revenue Generation Contract)

➤ **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets compliance requirements as outlined by the statutes.

➤ **Background/Summary of Request and Attachments**

A Request for Services No. 1403-005-ML, for Parking Management Services, was issued on March 26, 2014. Seven responses to the solicitation were received on April 16, 2014.

The Facilities Management Department reviewed the 7 proposals and, based on the attached revenue analysis and revenue "prior year" comparison information, recommends contract award to Parking Systems of America.

Based on the recommendation from the Facilities Management Department, the Purchasing Agent requests approval from the Commissioners Court to award a contract for parking management services to the proposer offering the best value to Travis County, Parking Systems of America.

➤ **Contract-Related Information:**

Award Amount: N/A

Contract Type: Revenue Generating

Contract Period: July 1, 2014 – June 30, 2016

➤ **Solicitation-Related Information:**

Solicitations Sent: 28

Responses Received: 7

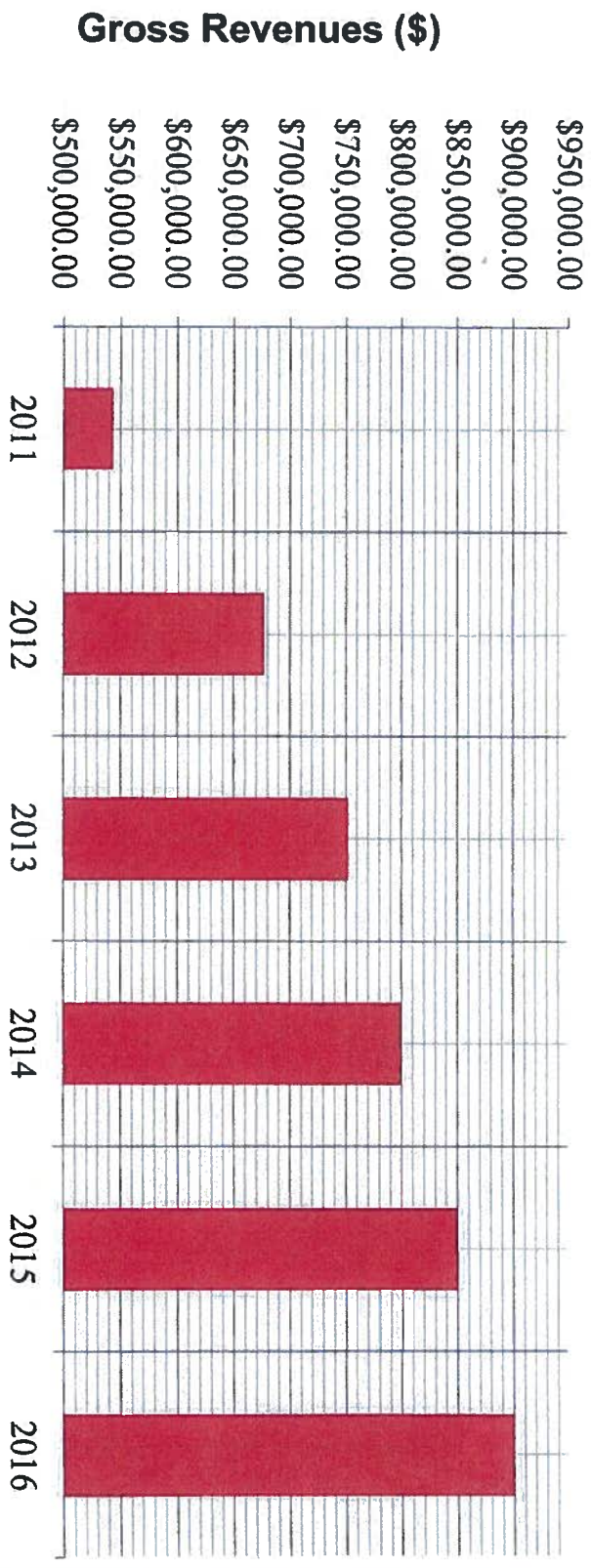
HUB Information: N/A

% HUB Subcontractor: N/A

No	Company	Fixed Monthly Revenue (\$)	Percentage of the Gross Revenue	Proposed Annual Fixed Revenue (\$)
1	Parking System of America, L.P.	\$ 65,600.00	75.45%	\$ 787,200.00
2	Platinum Parking	\$ 65,083.00	78.30%	\$ 780,996.00
3	LAZ Parking	\$ 60,000.00	76.00%	\$ 720,000.00
4	Premium Parking of Central Texas	\$ 55,000.00	75.00%	\$ 660,000.00
5	SP+Municipal Services	\$ 52,166.75	81.09%	\$ 626,001.00
6	HBA Parking System Inc.	\$ 30,000.00	72.00%	\$ 360,000.00
7	ABM Parking Services	\$ 16,667.00	77.50%	\$ 200,004.00
<p>The parking lot maximum annual gross revenue after tax for the past 3 years is</p>				\$ 752,701.97
<p>If gross revenue is larger than \$752,701.97</p>				
		<p>Parking System of America @ 75.45%</p>		<p>Platinum Parking @ 78.30%</p>
	% Calculated	Pays		% Calculated
\$	603,600.00	\$ 787,200.00		626,400.00
\$	679,050.00	\$ 787,200.00		704,700.00
\$	754,500.00	\$ 787,200.00		783,000.00
\$	1,005,363.98	\$ 787,200.00		787,200.00
		<p>Parking System of America @ 75.45%</p>		<p>SP+ Municipal Services @ 81.09%</p>
	% Calculated	Pays		% Calculated
\$	603,600.00	\$ 787,200.00		648,720.00
\$	679,050.00	\$ 787,200.00		729,810.00
\$	732,448.39	\$ 787,200.00		787,200.00
<p>If gross revenue is larger than \$752,701.97</p>				
		<p>Parking System of America @ 75.45%</p>		<p>LAZ Parking @ 76.00%</p>
	% Calculated	Pays		% Calculated
\$	603,600.00	\$ 787,200.00		608,000.00
\$	679,050.00	\$ 787,200.00		684,000.00
\$	754,500.00	\$ 787,200.00		760,000.00
\$	1,035,789.47	\$ 787,200.00		787,200.00

FY	2011	2012	2013	2014	2015	2016
Amount	\$ 544,203.03	\$ 677,598.08	\$ 752,701.97	\$ 800,000.00	\$ 850,000.00	\$ 900,000.00
Comments	12/2010 to 11/2011	Actual	Actual	Projected	Projected	Projected

Gross Revenues per Fiscal Year





FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca Street, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

Project No: 3GUAD-02-14X-4X

File: 703

TO: Cyd V. Grimes, C.P.M., Purchasing Agent

FROM: Roger A. El Khoury, M.S., P.E., Director

DATE: April 17, 2014

SUBJECT: 3rd and Guadalupe Parking lot
Parking Management Services - RFS# 1403-005-ML

Facilities Management Department (FMD) reviewed the seven proposals for the parking management services at 3rd and Guadalupe parking lot. Based on our attached analysis and comparison of offers (Attachment One), FMD recommend awarding the Parking Management Services contract to Parking System of America, L.P. which proposed to offer the County annual fixed revenue of \$787,200.00 or 75.25% of the annual gross revenue whichever is greater. Parking System of America, L.P. is the current management firm on this parking lot.

FMD performed an analysis and comparison of the top proposals based on fixed annual revenue and percentage of gross revenue and found that:

- The break even between Parking System of America, L.P. and SP+Municipal Services which proposed to offer annual fixed revenue of \$626,001.00 or 81.09% of annual gross revenue per year whichever is greater is reached when the annual gross revenue is \$970,773.21.
- The break even between Parking System of America, L.P. and Platinum Parking which proposed to offer annual fixed revenue of \$780,996.00 or 78.30% of annual gross revenue per year whichever is greater is reached when the annual gross revenue is \$1,005,363.98.
- The break even between Parking System of America, L.P. and LAZ Parking which proposed to offer annual fixed revenue of \$720,000.00 or 76.00% of annual gross revenue per year whichever is greater is reached when the annual gross revenue is \$1,035,789.47.

The maximum actual annual gross revenue of the parking lot for the past three years was \$752,701.97 which occurred in fiscal year 2013. Attachment two is a graph showing the actual and projected annual gross revenues per fiscal years.

Therefore, FMD concluded that the County would receive the best revenue from the parking lot by awarding the Parking Management Services Contract to Parking System of America, L.P. when the annual gross revenue is at or less than \$970,773.21. This amount is not projected to be reached in FY2016.

Facilities Management Department requests that Purchasing Office places the Parking Management Services contract award on the Commissioners' Court agenda for approval. Your assistance with this FMD request is appreciated. Please call me at 44579 if you have any questions.

ATTACHMENTS

1. Attachment One - Revenue Analysis and Comparison of Offers
2. Attachment Two - Actual and Projected Annual Gross Revenue per Fiscal Year

COPY TO:

Leroy Nellis, Acting County Executive, PBO

John Carr, Administrative Director, FMD

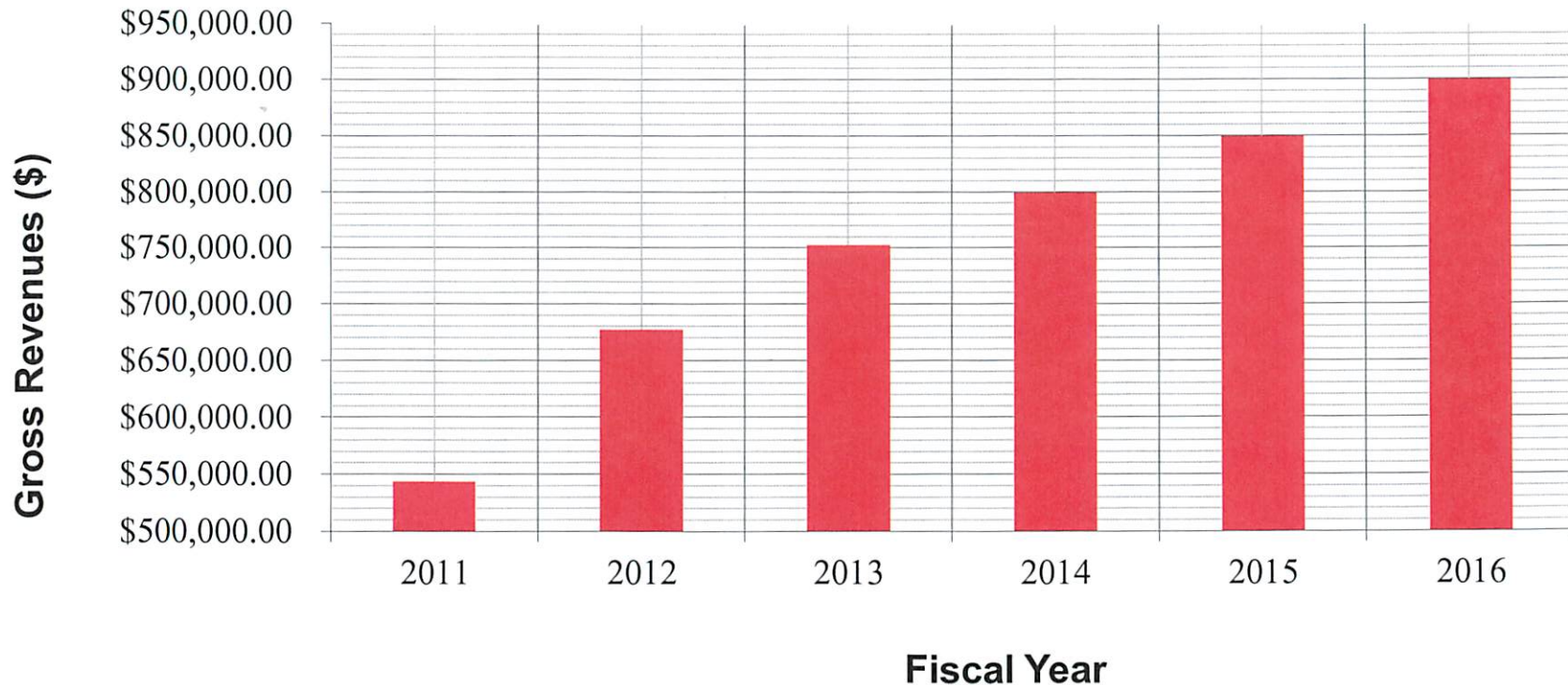
Amy Draper, Financial Manager, FMD

Mike Long, CPPB, Purchasing Assistant IV, Purchasing Office

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1	Parking System of America, L.P.	\$ 65,600.00	75.45%	\$ 787,200.00	
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The parking lot maximum annual gross revenue after tax for the past 3 years is				\$ 752,701.97	
If gross revenue is larger than \$752,701.97		Parking System of America @ 75.45%		Platinum Parking @ 78.30%	
		% Calculated	Pays	% Calculated	Pays
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	\$ 900,000.00	\$ 679,050.00	\$ 787,200.00	704,700.00	780,996.00
	\$ 1,000,000.00	\$ 754,500.00	\$ 787,200.00	783,000.00	783,000.00
	\$ 1,005,363.98	\$ 758,547.12	\$ 787,200.00	787,200.00	787,200.00
If gross revenue is larger than \$752,701.97		Parking System of America @ 75.45%		SP+ Municipal Services @ 81.09%	
		% Calculated	Pays	% Calculated	Pays
	\$ 800,000.00	\$ 603,600.00	\$ 787,200.00	\$ 648,720.00	\$ 648,720.00
	\$ 900,000.00	\$ 679,050.00	\$ 787,200.00	\$ 729,810.00	\$ 729,810.00
	\$ 970,773.21	\$ 732,448.39	\$ 787,200.00	\$ 787,200.00	\$ 787,200.00
If gross revenue is larger than \$752,701.97		Parking System of America @ 75.45%		LAZ Parking @ 76.00%	
		% Calculated	Pays	% Calculated	Pays
	\$ 800,000.00	\$ 603,600.00	\$ 787,200.00	608,000.00	720,000.00
	\$ 900,000.00	\$ 679,050.00	\$ 787,200.00	684,000.00	720,000.00
	\$ 1,000,000.00	\$ 754,500.00	\$ 787,200.00	760,000.00	760,000.00
	\$ 1,035,789.47	\$ 781,503.16	\$ 787,200.00	787,200.00	787,200.00

FY	2011	2012	2013	2014	2015	2016
Amount	\$ 544,203.03	\$ 677,598.08	\$ 752,701.97	\$ 800,000.00	\$ 850,000.00	\$ 900,000.00
Comments	12/2010 to 11/2011	Actual	Actual	Projected	Projected	Projected

Gross Revenues per Fiscal Year



**PROFESSIONAL SERVICES
AGREEMENT**

BETWEEN

TRAVIS COUNTY

AND

PARKING SYSTEM OF AMERICA L.P.

FOR

PARKING MANAGEMENT SERVICES

CONTRACT NO. 4500000182



Travis County Purchasing Office

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PARKING MANAGEMENT AGREEMENT

This Parking Management Agreement (this "Agreement") is entered into by and between the following parties: Travis County, a political subdivision of the State of Texas ("County") and Parking System of America, L.P., a company authorized to do and doing business in the State of Texas ("Operator").

WHEREAS, County requested proposals from qualified firms to provide parking operation and management services on that certain County-owned surface lot having the legal description set forth in **Exhibit A**; and

WHEREAS, Operator was the successful Offeror under Request for Services #1403-005-ML.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Auditor" means the Travis County Auditor or her designee.
- 1.2 "Commissioners Court" means the Travis County Commissioners Court.
- 1.3 "County" means Travis County, Texas, a political subdivision of the State of Texas.
- 1.4 "County Use Days" means days set aside by Operator for County's exclusive use and enjoyment of the Property, as described in Section 3.0.
- 1.5 "Director" means the Director of FMD.
- 1.6 "FMD" means the Travis County Facilities Management Department.
- 1.7 County has adopted an Ethics Policy that controls the way in which 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 County considers influential in this contract are called Key Contracting Persons and are listed in Exhibit A to the Affidavit. The transactions that are covered by the Ethics Policy are those that involve the following:
- 1.7.1 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
- 1.7.2 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;

1.7.3 but does not include

- (i) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
- (ii) 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
- (iii) 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.

1.8 “Key Contracting Person” means any person or business listed in Exhibit A to the Ethics Affidavit attached hereto as **Attachment B** and made a part hereof.

1.9 “Operations Fee” means the fixed and/or percentage monthly payment to be made by Operator under this Agreement, as described in Section 7.0.

1.10 “Property” means that certain tract of real property described in **Attachment A**.

1.11 “Purchasing Agent” means the Travis County Purchasing Agent.

1.12 “Services” means the parking operation and management services described in Section 4.0 of this Agreement.

2.0 TERM OF AGREEMENT

2.1 The term of this Agreement (the “Term”) shall be for a period of one (1) year, commencing upon the date of award by the Commissioners Court and terminating twelve (12) months thereafter, unless sooner terminated as provided herein.

2.2 County has the unilateral option to extend this Agreement for two (2) additional one (1) year periods (individually, an “Option to Extend” and collectively, the “Options to Extend”) during which all provisions of this Agreement shall remain unchanged and in full force and effect except for the termination date. To be effective, County shall exercise an Option to Extend at least thirty (30) days prior to the expiration of this Agreement, or any extension.

2.3 Operator acknowledges and agrees that it is the intention of Travis County to develop the Property for use as a civil and family courthouse as soon as practicable. Accordingly, County may determine that discontinuing Operator’s Services prior to expiration of the Term, or any extension, is in the best interest of County, and may exercise its rights to terminate for convenience as described in Section 18.0 without liability.

3.0 USE; THIRD-PARTY LICENSES

3.1 The Property shall be used solely for the parking of licensed motor vehicles and related purposes. Operator shall not permit the use of the Property for any other purpose without Owner's written consent and shall notify Owner promptly of any attempt by anyone to use the Property for any other purpose.

3.2 Operator agrees to make no structural changes to any portion of the Property except as expressly permitted herein. Licensee agrees to leave the Property in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by existing County policy.

3.3 Notwithstanding the foregoing, County hereby grants to Operator the right to allow third parties to license the Property during the Term, or any extension, for limited purposes specifically and expressly approved in writing and in advance by County. Operator specifically agrees to permit the Sustainable Food Center ("SFC") to conduct its weekly (Saturdays, 7 a.m. – 2 p.m.) "Downtown Farmers' Market" on a designated portion of the Property on terms at least as favorable as the terms governing SFC's operations on the Property on the date of execution of this Agreement, including: (i) consideration in the form of the "Partnership Benefits" described in **Attachment C** (incorporated herein for all purposes); and (ii) substantially the same purposes and uses (as directed by County) listed in the "Executive Summary of License Agreement", attached hereto as **Attachment D** and incorporated herein for all purposes. Any such grant of permission for third parties (including SFC) to use the Property as described herein shall be accompanied by a fully executed "License Agreement" (or similar instrument) between Operator and the third party setting forth the terms and conditions of the third party's use. Such terms shall contain provisions that protect the County from liability; all terms shall be subject to the review and approval of County.

4.0 AS-IS CONDITION OF PROPERTY

4.1 OPERATOR ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO EXECUTION OF THIS AGREEMENT, OPERATOR IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. OPERATOR AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST COUNTY (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. COUNTY WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. OPERATOR FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS ACCEPTED BY OPERATOR IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY OPERATOR SHALL BE AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP

ESTABLISHED BETWEEN COUNTY AND OPERATOR. OPERATOR HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PROPERTY.

5.0 OPERATOR OBLIGATIONS AND SERVICES

5.1 Operator shall provide and perform the following services (the "Services") for County in compliance with all laws, ordinances, rules and regulations applicable thereto:

A. Manage and operate parking services on the Property in a professional and responsible manner in accordance with best industry practices.

B. Furnish sufficient personnel for the operation and management of the Property as a public parking facility, each person fully trained for their respective function, together with all labor, equipment, merchandise, materials, insurance and all other items normally required of a similar business in Austin, Texas providing similar Services.

C. Maintain the Property in a clean and sanitary condition, and cause the Property to be clear of rubbish, filth, and refuse so as to promote an attractive, clean appearance.

D. At Operator's own expense, place or install signage (together with appropriate equipment and trade fixtures, as appropriate) in conspicuous locations around the Property listing parking rates, hours of operation, towing information, and other information relevant and appropriate to parking management operations. The posting of such signage and the installation of any equipment or fixtures or shall be carried out in a manner that does not damage the Property. Any signage, equipment or fixtures installed by Operator shall be of good quality, in keeping with equivalent parking operations in Austin, Texas; Operator shall be responsible for all repairs to all items supplied by Operator, and shall keep all such items in good repair. Operator shall remove all signage, equipment and fixtures placed or installed by Operator, or under Operator's direction, upon expiration, or earlier termination, of this Agreement.

5.2 Operator shall perform in an efficient and orderly manner as is customary in similar parking management operations, and (if applicable) will endeavor to employ only persons who in appearance, manner, and character are suitable for said operation. The Commissioners Court shall have the right to require Operator to dismiss from the Premises covered by this Agreement any employees of Operator whose conduct or dress is improper, inappropriate or offensive; and such employees shall not be employed again on the Property by Operator without the written consent of the Commissioners Court.

5.3 Operator shall comply with all County, City, State and Federal regulations, laws and ordinances which in any manner regulate Operator's business operations. Any violation of said statutes, rules, regulations or ordinances shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice to Operator.

5.4 Operator shall secure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful operations of Operator's parking management operations described herein.

6.0 TAXES

6.1 During the Term, or any extension, County shall pay prior to delinquency all ad valorem taxes and special assessments, if any, levied or assessed against the Property, and Operator shall pay prior to delinquency all parking, personal property or other taxes levied or assessed against Operator in connection with Operator's management and operation of the Property, including taxes levied in connection with Operator's signs, equipment, fixtures and personal property placed, installed or located on the Property.

7.0 PAYMENT PROVISIONS AND RECORD OF ACCOUNTS

7.1 Operator shall pay County during the Term, or any extension, an Operations Fee equal to the greater of \$65,600 (SIXTY-FIVE THOUSAND SIX HUNDRED DOLLARS) per month or 75.45% of gross revenues in consideration for the right to manage and operate the Property. The term "gross revenues" as used in this Agreement shall mean gross collections from Operator's management and operation of the Property as a paid public parking facility, reduced by the cost of sales tax.

7.2 The fixed Operations Fee of \$65,600 (SIXTY-FIVE THOUSAND SIX HUNDRED DOLLARS) is due in advance on the first day of each calendar month. Percentage rental, if any, shall be payable on the 20th day of the month following the month in which revenues were collected, and shall be accompanied by a detailed written statement of gross revenue collections from the Property during the preceding month. The Operations Fee for any partial month shall be pro-rated. Payments shall be made by check payable to Travis County and mailed or delivered to:

**Travis County
Facilities Management Department
1010 Lavaca, Suite 400
Austin, TX 78701**

7.3 Operator shall prepare and maintain during the Term of this Agreement, or any extension, accurate, separate and complete records and accounts of all parking revenues, receipts, expenses, copies of daily sales reports, deposit slips and disbursements, and a separate bank account relating to the requirements described herein. All such records and accounts shall be subject to examination and audit by County at any reasonable time.

7.4 Operator shall furnish the County Auditor within one week subsequent to filing a copy of that part of his Federal Income Tax Return which reflects Operator's performance of the Services described herein.

8.0 ACCOUNTING RECORDS AND REPORTS

8.1 During the Term of this Agreement, or any extension, Operator shall maintain sales records for each day, in accordance with generally accepted accounting principles. Records shall include a full, complete, accurate, permanent record and account of all sales and of all sums of money paid or payable for or on account or arising out of Operator's business transactions conducted on the

Property. Such records shall include but not be limited to sales slips, customer credit records, cash register tapes, invoices, bank account records and their documents of business, herein after referred to as "business records". Operator will be responsible for any returned checks of customers.

8.2 If applicable, the cash register/sales slip should have sufficient totals to record major categories, including sales tax and the total purchase.

8.3 Operator shall preserve such business records and supporting documents for a six (6) month period after the expiration of the Agreement Term, or any extension.

8.4 Upon request by County, Operator shall deliver within seventy-two (72) hours such business records to the Director (or other designated County representative) for the purpose of having the business audited. Operator specifically authorizes County, its employees, agents and designated representatives to conduct an audit of the business and agrees to fully assist County wherever possible.

8.5 County reserves the right as part of its audit to duplicate and retain copies of Operator business records.

9.0 OPERATOR REPRESENTATIONS; WARRANTIES

9.1 Operator represents that it has thoroughly examined the requirements, specifications, schedule, instructions and all other contract documents. Operator has made all investigations necessary to thoroughly inform itself regarding the Services to be provided under this Agreement.

9.2 The apparent silence of any requirements included herein about any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail. All interpretations of these requirements shall be made on the basis of this statement.

9.3 Operator warrants that all of the information provided in Operator's original Proposal submitted in response to RFS #1403-005-ML and dated April 16, 2014 is true and correct and that Operator will use its best efforts to provide quality Services.

10.0 OPERATOR CERTIFICATIONS

10.1 Operator certifies that it is a duly qualified, capable, and otherwise bondable business entity, that he is not in receivership or contemplates same, and has not filed for bankruptcy. It further certifies that the company, corporation or partnership is not currently delinquent with respect to payment of property taxes within Travis County.

10.2 Operator represents and warrants that: (i) all applicable copyrights, patents and licenses that may exist on materials used in this Agreement have been adhered to; (ii) County shall not be liable for any infringement of those rights; and (iii) any rights granted to County shall apply for the duration of this Agreement Term, or any extension. Operator agrees to and shall indemnify and hold harmless 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.

11.0 DISPUTES AND APPEALS

11.1 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 or other authorized County person, in relation to disputes is void unless otherwise stated in this Agreement. If Operator does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, Operator 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. If the matter is not resolved to Operator's satisfaction, Operator may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Operator then has the right to be heard by Commissioners Court.

12.0 FUNDING OUT

12.1 Despite anything to the contrary in this Agreement, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement after giving Operator thirty (30) days written notice that this Agreement is terminated due to the failure to fund it.

13.0 W-9

13.1 Operator 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 and its rules and regulations before any Agreement funds are payable.

14.0 COVENANT AGAINST CONTINGENT FEES

14.1 Operator warrants that no persons or selling agency has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Operator to secure business. For breach or violation of this warranty, County shall have the right to terminate this Agreement without liability, or in its discretion to, as applicable, add to or deduct from the Agreement price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

15.0 ASSIGNMENT

15.1 Assignment. Operator shall not assign any part of the Services, rights or obligations under this Agreement without the prior written consent of the other party. **NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS AGREEMENT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY THE COMMISSIONERS COURT.**

15.2 Successors Bound. The terms, provisions, covenants, obligations and conditions of this Agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the

parties to this Agreement if the assignment or transfer is made in compliance with the provisions of this Agreement.

16.0 FORCE MAJEURE

16.1 If the performance by either party of any of its obligations under this Agreement is interrupted or delayed due to an act of God or the common enemy or as 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 shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

17.0 TERMINATION FOR DEFAULT

17.1 Failure by Operator in performing any provisions of this Agreement shall constitute a breach of contract. County may require corrective action within ten (10) calendar days after date of receipt by Operator of written notice citing the exact nature of the breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute an Operator default. Operator shall be given a twenty (20) calendar day period within which to show cause why this Agreement should not be terminated for default. Commissioner's Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause, shall be issued by the Purchasing Agent or County Attorney only and all replies shall be made in writing to the Purchasing Agent at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County Attorney shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Agreement in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to Operator. As a minimum, Operator shall be required to pay any difference in the cost of securing the products or services covered by this Agreement, or compensate for any loss or damage to the County derived hereunder should it become necessary to contract with another source because of his default, plus reasonable administrative costs and attorney's fees. In the event of Termination for Default, County, its agents or representatives, shall not be liable for loss of any profits anticipated to be made hereunder.

18.0 TERMINATION FOR CONVENIENCE

18.1 County reserves the right to terminate this Agreement upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. In the event of such termination County shall not be liable for loss of any profits anticipated to be made hereunder.

19.0 CHANGES

19.1 Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made by written change order signed by both parties. IT IS ACKNOWLEDGED BY OPERATOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE SCOPE OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.

20.0 COUNTY ACCESS

20.1 Operator shall maintain and make available all books, documents, and other evidence pertinent to the revenues, costs and expenses of this Agreement for inspection, audit or reproduction by any authorized representative of County to the extent this detail will properly reflect these costs and expenses. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the Agreement Term, or any extension, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

21.0 SUBCONTRACTS

21.1 Operator shall not enter into any subcontracts for any service or activity relating to the performance of this contract without the prior written approval or the prior written waiver of this right of approval from County. It is acknowledged by Operator that no officer, agent, employee or representative of County has the authority to grant such approval or waiver unless expressly granted that specific authority by the Commissioners Court.

21.2 If a subcontract is approved, Operator must make a "good faith effort" to take all necessary and reasonable steps to ensure HUBs maximum opportunity to be subcontractors under this Agreement. Operator must obtain County approval of all proposed HUB subcontractors through the Purchasing Agent. Failure by Operator to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Agreement and may result in termination of this Agreement.

22.0 MONITORING

22.1 County reserves the right to perform periodic on-site monitoring of Operator's compliance with the terms of this Agreement, and of the adequacy and timeliness of Contractor's performance under this Agreement. After each monitoring visit, County shall provide Operator with a written report of the monitor's findings. If the report notes deficiencies in Operator's performances under the terms of this Agreement, it shall include requirements and deadlines for the correction of those deficiencies by Operator. Operator shall take action specified in the monitoring report prior to the deadlines specified.

23.0 ASSIGNMENT OF CONTRACT OR MORTGAGE

23.1 Operator must not transfer or assign any part of or right or interest in this Agreement, directly or indirectly, voluntary or involuntary without the express written approval of the Commissioners Court. Operator must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County buildings.

24.0 CIVIL RIGHTS/ADA COMPLIANCE

24.1 Operator shall provide all services and activities required by this Agreement 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] if Operator were an entity bound to comply with these laws. Operator shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

25.0 GRATUITIES

25.1 County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by Operator or any agent or representative of Operator, to any County Official or employee with a view toward securing favorable treatment with respect of this Agreement. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Operator at least three times the cost incurred by Contractor in providing the gratuities.

26.0 FORFEITURE OF CONTRACT

26.1 Operator must forfeit all benefits of this Agreement and County must retain all performance by Operator and recover all consideration or the value of all consideration, paid to Operator pursuant to this Agreement if:

26.1.1 Operator was doing business at the time of executing this Agreement or had done business during the 365 day period immediately prior to the date of execution of this Agreement with one or more Key Contracting Persons; or

26.1.2 Operator does business with a Key Contracting Person after the date of Operator's execution of this Agreement and prior to full performance of the Agreement.

27.0 NOTICES

27.1 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 set forth in this section.

27.2 The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M.; CPPO
 Purchasing Agent
 P.O. Box 1748
 Austin, Texas 78767-1748

27.3 The address of Operator for all purposes under this Agreement and for all notices hereunder shall be the address shown in the Notice of Award.

27.4 Each party may change the address for notice to it by giving notice of the change in compliance with this Section.

28.0 CONSTRUCTION OF CONTRACT

28.1 Law and Venue. This Agreement is governed by the laws of the United States of America and Texas and all obligations under this contract 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.

28.2 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 shall remain valid and binding.

28.3 Headings. Headings and titles 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 part, section or subsection and are not to be used in construing this Agreement.

28.4 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 period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Agreement are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.

28.5 Gender and Number: 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 this Agreement clearly requires otherwise.

29.0 ENTIRE CONTRACT

29.1 All oral and written agreements between the parties to this Agreement relating 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.

29.2 All terms, conditions and requirements of the Travis County Request for Services, RFS #1403-005-ML, and Operator's Proposal submitted in response thereto are hereby made a part of this Agreement; provided, however, to the extent that the provisions of RFS #1403-005-ML and Operator's Proposal deviate from those of this Agreement, the terms and conditions of this Agreement shall control.

30.0 OPERATOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION

30.1 OPERATOR SHALL INDEMNIFY COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND WHETHER MERITORIOUS OR NOT AND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES, ARISING IN CONNECTION WITH THE SERVICES PROVIDED BY OPERATOR UNDER THIS AGREEMENT. IT IS THE EXPRESSED INTENTION OF THE PARTIES TO THIS AGREEMENT, BOTH OPERATOR AND COUNTY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY OPERATOR TO INDEMNIFY AND PROTECT COUNTY FROM THE CONSEQUENCES OF OPERATOR'S ACTIONS.

30.2 If any claim, or other action, that relates to Operator's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Operator, Operator shall give written notice to County in compliance with this section of the following information:

30.2.1 The existence of the claim, or other action, within ten (10) working days after notification is received by County;

30.2.2 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;

30.2.3 The alleged basis of the claim, action or proceeding;

30.2.4 The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and

30.2.5 The name or names of any person(s) against whom this claim is being made.

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

31.0 PROPERTY TAXES

31.1 Despite anything to the contrary in this Agreement, if Operator is delinquent in payment of property taxes at the time of providing services, Operator hereby assigns the portion of the amount owing to it under this Agreement that is equal to the amount Operator is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

32.0 MEDIATION

32.1 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 shall 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.

33.0 CONFLICT OF INTEREST QUESTIONNAIRE

33.1 If required under Chapter 176 Texas Local Government Code, Operator shall 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, Operator shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Operator shall 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. Operator 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 excepted from disclosure under the Texas Public Information Act. As between County and Operator, Operator shall be 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.

34.0 NON-WAIVER OF DEFAULT

34.1 The waiver of a breach of any term or condition of this Agreement is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term of condition. No official, agent, employee, or representative of County may waive any breach of any term of condition of this Agreement unless expressly granted that specific authority by Commissioners Court.

34.2 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.

35.0 CERTIFICATION OF ELIGIBILITY

35.1 Operator certifies that at the time of submission of its offer, it was not on the federal government's list of suspended, ineligible, or debarred contractors and that it has not been placed on this list between the time that its offer was submitted and the time of execution of this Agreement. If Operator is placed on the list during the term of this Agreement, or any extension, Operator shall notify the Travis County Purchasing Agent. False certification or failure to notify may result in terminating this Agreement for default.

36.0 INSURANCE AND LIABILITY

36.1 During the period of this Agreement, Operator shall maintain at its expense, insurance with limits not less than those prescribed below. With respect to required insurance, Operator shall:

- (i) Name County as additional insured, as its interests may appear.
- (ii) Provide County a waiver of subrogation.
- (iii) Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
- (iv) Provide the County Purchasing Agent at the address indicated above a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award and within ten (10) calendar days of each renewal of the insurance. **Also, Operator shall ensure that Operator’s certificate contains the contract number as indicated on the Contract Award form when issued by Travis County.**
- (v) Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident).....	\$500,000.00
Property Damage	\$100,000.00

General Liability (Including Contractual Liability):

Bodily Injury	\$500,000.00
Property Damage	\$100,000.00

Excess Liability:

Umbrella Form.....Not Required

Worker's Compensation:.....Statutory

Employer’s Liability
 Bodily Injury \$250,000 (per individual)
 \$500,000 (per occurrence)

Blanket Crime Policy Insurance

1. Blanket Crime Policy shall be required with limits of \$100,000.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Agreement or the effective date of this Agreement, whichever occurs first. Coverage shall include a three (3)-year extended reporting period from the date this Agreement 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.

37.0 TEXAS PUBLIC INFORMATION ACT

37.1 Notwithstanding anything to the contrary set forth herein, disclosure of any information obtained by either party or any of its officials, employees, agents or representatives in connection with this Agreement shall be 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 State Attorney General's Office.

OPERATOR:

By: Fred Baker

Title: President

Date: 4/22/14

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

APPROVED AS TO FORM:

County Attorney

Date: _____

COMPLIANCE WITH LAW AND POLICY CONFIRMED AND APPROVED:

Cyd Grimes
Travis County Purchasing Agent

Date: _____

ATTACHMENT A**LEGAL DESCRIPTION OF PROPERTY**

The Old Court House and Jail Block of the ORIGINAL CITY OF AUSTIN, according to the map or plat thereof dated 1839, and titled "Plan of the City of Austin" on file in the General Land Office of the State of Texas as provided by Chapter 60, Acts 41st Legislature approved March 20, 1930, being the same tract as conveyed by Special Warranty Deed dated September 21, 2000, executed by the City of Austin, a Texas home-rule municipal corporation, to the Seller, recorded under Document No. 2000151983 of the Official Public Records of Travis County, Texas.

DRAFT

ATTACHMENT B

STATE OF TEXAS}
COUNTY OF TRAVIS}

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Business Name of Offeror: _____

County of Offeror: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Offeror to make this affidavit for Offeror.
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 Offeror 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 Exhibit B.

Signature of Affiant

Address

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

Notary Public, State of Texas

Typed or printed name of notary

My commission expires:

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
March 26, 2014

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)	Charyl Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Madison A. Gessner*	
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 & Comm	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 DivisionDaniel Bradford
 Attorney, Transactions DivisionElizabeth Winn
 Attorney, Transactions DivisionMary Etta Gerhardt
 Attorney, Transactions DivisionBarbara Wilson
 Attorney, Transactions DivisionJennifer Kraber*
 Attorney, Transactions DivisionTenley Aldredge
 Director, Health Services DivisionBeth Devery
 Attorney, Health Services DivisionPrema Gregerson
 Purchasing AgentCyd Grimes, C.P.M., CPPO
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing AgentBonnie 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 IVJorge 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 IVJesse Herrera, CTP, CTPM, CTCM
 Purchasing Agent Assistant IIIShannon Pleasant, CTPM
 Purchasing Agent Assistant IIIDavid Walch
 Purchasing Agent Assistant IIIMichael Long, CPPB
 Purchasing Agent Assistant IIISydney Ceder
 Purchasing Agent Assistant IIIRuena Victorino*
 Purchasing Agent Assistant IIIRachel 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 AnalystScott Worthington
 Facilities Management.....John Carr

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
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
Executive Assistant.....	Barbara Smith	01/15/15
Attorney, Transactions Division	Jim Connolly.....	02/28/15

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

EXHIBIT B
DISCLOSURE

Offeror acknowledges that Offeror is doing business or has done business during the 365 day period immediately prior to the date on which this contract is made with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

If no one is listed above, Offeror warrants that Offeror is not doing business and has not done business during the 365 day period immediately prior to the date on which this Request for Services response is made with any Key Contracting Person.

DRAFT

ATTACHMENT C

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.

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized

ATTACHMENT D**BENEFITS FOR TRAVIS COUNTY
IN PARTNERSHIP WITH SFC FARMERS' MARKET DOWNTOWN 2011***Reputation*

- Travis County (TRAVIS COUNTY) furthers its reputation as a strong civic partner in sustainability due to the synergies of being associated with the SFC Farmers' Market Downtown.

*Advertising &
Promotion*

- Over \$50,000 in 2008 in marketing and promotional benefits, including a display of TRAVIS COUNTY's name and logo on a Market sponsor placard at the market every Saturday, thus gaining visibility among more than 100,000 customers and over 100 local vendors each year.
- Travis County's name featured in an E-newsletter signature paragraph distributed to 5,500 shoppers each week.
- Inclusion of TRAVIS COUNTY name on SFC Farmers' Market promotional print materials such as a seasonal brochure distributed for pick-up at high-traffic locations.
- Acknowledgment in SFC's annual report and other print publications.

Participation

- TRAVIS COUNTY representative(s) will be invited to participate with other dignitaries in SFC Farmers' Market's public events, thereby further advancing visibility and appreciation for TRAVIS COUNTY within the downtown Austin community and throughout the Central Texas region.

ATTACHMENT E

Executive summary of license agreement
Between Sustainable Food Center – SFC Farmers’ Market
And Travis County
March, 2011

The Sustainable Food Center requests the following provisions to work with Travis County and the Commissioner’s Court as a part of a partnership between the two parties to help support the SFC Farmers’ Market operations at the Downtown/Republic Square location, where SFC has been for the past 7 years.

The property owned by Travis County, bordered by 3rd and 4th Streets, and Guadalupe and San Antonio Streets would be used for the following purposes for the SFC Farmers’ Market:

1. Park vendors’ and customers’ vehicles remains free, from 7 am to 2 pm, every Saturday, in the northern half of the flat surface parking lot that is currently run by the LAZ Parking contractor.
2. Continue use of space in the parking lot for an electrical pole and its outlets that are owned by SFC.
3. Continue placement of two porta-potties on the west side of the block, at mid-block, for use by vendors and customers only Saturdays, from 7 am to 2 pm. (Locked the rest of the week).
4. Continue placement of two 10 X 10 storage buildings, one on the west side, and one on the east side (with approval to place one more if need arises; on the west side), for storage of farmers’ market equipment.
5. Continue posting signs on the parking lot’s light poles that state that parking on the northern half is for farmers’ market parking only from 7 am to 2 pm Saturdays.

We would name Travis County as additional insured for our operations at this location. If you have any questions, please call Suzanne Santos, SFC Farmers’ Market Director, at 512-236-0074, ext. 101.