



Travis County Commissioners Court Agenda Request

Meeting Date: July 22, 2014

Prepared By/Phone Number: David Walch 46663; Marvin Brice 49765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Consider and Take Appropriate Action on Approval of Contract No. 4400002131, Access Empowerment for Parking Mobility services.

- **Purchasing Recommendation and Comments:** This procurement action meets the compliance requirements as outlined by the statutes.

June 3, 2014, Court Item 17, the Commissioners Court was requested to consider and take appropriate action on a proposal to establish a pilot program for disabled parking enforcement in Constable Precinct 3 and Justice of the Peace Precinct 3 offices using Access Empowerment's Parking Mobility Program. The Court directed the Purchasing Agent to finalize a contract for these services.

This six month pilot program is designed to provide an added educational and enforcement tool in the ongoing effort to provide people with disabilities and mobility impairments access to disabled parking spaces that are frequently occupied by people without disabilities or mobility impairments.

It should be noted that the Contractor has raised objections to the "Right to Contractual Material" clause of the contract. He has stated he does not feel the course, its materials, copyrights, title, trademarks or intellectual property or proprietary rights (Work Product) should be transferred to the County (which is standard County **practice**). Below is the original version of the clause, and the revised version which has been included in the contract based upon the Contractor's objections

ORIGINAL VERSION:

7.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses,

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

inquiries, correspondence, and related material submitted by CONTRACTOR will become property of the COUNTY.

REVISED VERSION:

7.4 Right to Contractual Material. Notwithstanding this section or any other provision of this Agreement, CONTRACTOR is the sole and exclusive owner of all copyright, title, trademarks and all other intellectual property and proprietary rights in and to the Software Application and the Disability Parking Course.

Contractor also had objections to our standard insurance requirements. After consulting with our Risk Manager and Attorney, we should be reasonably covered by the contractor's insurance and certain immunities under state law.

The Purchasing Agent is requesting court approval of the contract which does not exceed \$50,000.

➤ **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount:	\$49,500.00
Contract Type:	Professional Services Agreement
Contract Period:	July 22, 2014 – January 21, 2015

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s):

Comments: PBO will concurrently request funding from Allocated Reserves for this contract on July 22, 2014.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.

 **DRAFT**

**PROFESSIONAL SERVICES
AGREEMENT**

BETWEEN

TRAVIS COUNTY

AND

ACCESS EMPOWERMENT

FOR

PARKING MOBILITY PROGRAM

CONTRACT NO. 4400002131



Travis County Purchasing Office

TABLE OF CONTENTS

1.0	Definitions.....	3
2.0	Term.....	5
3.0	Contractor’s Responsibilities	4
4.0	County Performance of Services.....	6
5.0	Compensation.....	6
6.0	Invoicing and Payment.....	7
7.0	Records, Confidentiality and Access	8
8.0	Amendments	9
9.0	Other Provisions.....	9
	Approvals.....	14

Attachments

Attachment A – Scope of Services & Performance Measures.....	15
Exhibit 1 – Program Description	
Exhibit 2 -- Timeline	
Attachment B – Compensation	16
Attachment C – Insurance Requirements	17
Attachment D – Ethics Affidavit including:	20
Exhibit 1 - List of Key Contracting Persons	21
Attachment E – Certification regarding Debarment	23

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TRAVIS COUNTY AND ACCESS EMPOWERMENT**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the “COUNTY”) and Access Empowerment, a Texas-based 501(c)(3) nonprofit organization (the “CONTRACTOR”).

WHEREAS, COUNTY desires to address accessible parking abuse utilizing a qualified organization to:

- provide an efficient method to engage, train and qualify citizen Volunteers
- provide Volunteers with an efficient, safe, easy to use tool to report accessible parking violations
- provide administratively efficient technology to manage Volunteers
- provide an automated system to issue and manage citations issued by Volunteers
- provide a diversion option for first time accessible parking violators; and
- provide a broad community education and awareness campaign about the importance of accessible parking to the citizens of Travis County.

WHEREAS, CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services; and

WHEREAS, COUNTY desires to deploy a program as described above within the jurisdiction of Justice of the Peace Precinct 3 as a six (6) month pilot program with interest in a subsequent ongoing program;

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

- 1.1 “Accessible Parking” means parking spots designated and intended for persons with disabilities who have legally obtained handicapped plates or placards and includes handicapped parking or disabled parking spots.
- 1.2 “Citations” mean the official legal documents indicating a parking infraction. Citations are issued for the specific violations of current disabled parking laws that are covered by the existing Volunteer Enforcement Program.
- 1.3 “Commissioners Court” means the Travis County Commissioners Court.
- 1.4 “County Auditor” means Travis County Auditor Nicki Riley or her successor.
- 1.5 “Is doing business” and “has done business” mean:

1.5.1 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,

1.5.2 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;

1.5.3 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 "Minimum Requirements" entail all of the current practices, procedures, and responsibilities of the existing Volunteer Enforcement Program including criminal background checks, individual screening, training, and support for Volunteers.
- 1.8 "Parking Mobility Program" means Access Empowerment's program involving the use of their Software Application, their training of Volunteers, and their provision of a diversion program for first time offenders.
- 1.9 "Parties" mean Travis County and Access Empowerment.
- 1.10 "Project Director" means Sally Hernandez, the Constable of Precinct 3 or her designee.
- 1.11 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.

- 1.12 “Smartphones” mean mobile telephones with advanced capabilities, including cameras, internet access, and Global Positioning System (GPS) access. Current examples as of March 2014 include Apple’s iPhone and smartphones which use the Android operating system.
- 1.13 “Software Application” means the Parking Mobility software application that is currently compatible with iPhone and Android-based smartphones, and allows a Volunteer to submit a Citation to COUNTY.
- 1.14 “Volunteer” means a civilian citizen who meets the requirements of Texas Transportation Code §681.0101 and is trained pursuant to that statute and certified to issue Citations for vehicles in violation of certain disabled parking laws.
- 1.15 “Volunteer Enforcement Program” means the COUNTY’s current, paper-based program for Volunteers issuing disabled parking Citations.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall begin upon execution and shall continue for a period of six (6) months, unless sooner terminated as provided herein. The initial term of this agreement may be extended by mutual agreement in accordance with Section 8.0: Amendments.

2.1.1 After five (5) months of the pilot program, the COUNTY and the CONTRACTOR shall measure the efficacy of the Parking Mobility Program. The COUNTY will consider competitively soliciting the services for an on-going basis based on the demonstrated efficacy of this pilot project.

2.2 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 his 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 CONTRACTOR’S obligations under 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 Insurance Requirements. CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 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.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the Project Director and may rely on all factual information supplied by the Project Director in response to these requests. However Project Director shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 Qualifications. CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by Commissioners Court before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

3.11 Professional Licensure/Certification. The CONTRACTOR shall maintain all necessary licenses and certifications related to the services being provided hereunder. 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 person 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. *Form is provided as Attachment E*

3.14 Eligibility. CONTRACTOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the state funds or specified grant or payment under Section 231.006 of the Texas Family Code and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

3.15 Financial Reporting. Upon request, CONTRACTOR shall provide COUNTY copies of profit and loss statements, annual financial statements, audit reports, and other financial records and reports that may be requested by COUNTY. COUNTY shall have the right to conduct onsite review of CONTRACTOR'S financial records and source documents.

3.16 Monitoring. COUNTY shall have the right to conduct periodic financial and programmatic monitoring of CONTRACTOR. CONTRACTOR agrees to cooperate fully with COUNTY'S monitoring activities.

3.17 Upon request, CONTRACTOR shall report on the status, progress, and general nature of the work performed to date pursuant to this Agreement.

3.18 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.

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 access to staff as well as copies of or access to documents that are necessary for the successful completion of work required by this Agreement.

5.0 COMPENSATION

5.1 Compensation shall be in the amounts outlined in "Attachment B Compensation".

5.2 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.

5.3 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.

5.4 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.

5.5 Disbursements to Persons with Outstanding Debt.

5.5.1 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:

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

5.5.1.2 the debt is paid.

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

5.5.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 9.8 below, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

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

5.7 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.

5.8 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 INVOICING AND PAYMENT

6.1 CONTRACTOR shall invoice COUNTY within 10 days after the delivery to COUNTY of the documents for which payment is sought.

6.2 Invoices shall include a description of the services performed and the documents delivered as outlined in ATTACHMENT A: Exhibit 2: Timeline.

6.3 Invoices shall be submitted to:

Sally Hernandez, Constable Pct 3
P.O. Box 1748
Austin, Texas 78767

6.4 If services performed and documents delivered comply with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR within 30 days of receipt of a complete and correct invoice submitted in accordance with this Section 6.0.

6.5 Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

7.0 RECORDS CONFIDENTIALITY AND ACCESS

7.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to services provided under this Agreement 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.

7.2 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

7.3 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.

7.4 Right to Contractual Material. Notwithstanding this section or any other provision of this Agreement, CONTRACTOR is the sole and exclusive owner of all copyright, title, trademarks and all other intellectual property and proprietary rights in and to the Software Application and the Disability Parking Course.

8.0 AMENDMENTS

8.1 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.

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

8.3 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.

9.0 OTHER PROVISIONS:

9.1 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.

9.2 Copyrights, Patents & 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. 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.

9.3 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.

9.4 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.

9.5 Non-Waiver of Default

9.5.1 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.

9.5.2 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.

9.6 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.

9.7 Entire Agreement

9.7.1 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. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

9.7.2 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.

- 9.7.2.1 Attachment A – Scope of Services
Exhibit 1 – Program Description
Exhibit 2 -- Timeline
- 9.7.2.2 Attachment B – Compensation
- 9.7.2.3 Attachment C – Insurance Requirements
- 9.7.2.4 Attachment D – Ethics Affidavit including:
Exhibit 1 - List of Key Contracting Persons
- 9.7.2.5 Attachment E –Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary
Exclusion for Covered Contracts
- 9.7.2.6 Attachment F – Security Compliance
- 9.7.2.7 Attachment G – Non-Disclosure and Confidentiality
Agreement for Documents Comprising ITS Security
Requirements.

9.8 Notices:

9.8.1 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.

9.8.2 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):

Sally Hernandez
Constable Pct 3
P.O. Box 1748
Austin, Texas 78767

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

Access Empowerment, Parking Mobility
Attn: Mack Marsh, Project Director
1101 W. 34th Street, Suite 175
Austin, Texas 78705

9.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 9.8. Any change in the address shall be reported within fifteen (15) days of the change.

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

9.11 Dispute Resolution - Administration by Purchasing Agent. When the CONTRACTOR and/or COUNTY have been unable to successfully resolve any question or issue related to this COUNTY, the CONTRACTOR or COUNTY shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the CONTRACTOR's requested resolution of the dispute and any other relevant information which CONTRACTOR desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the COUNTY representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent may be considered void. 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 with a copy to the Project Director 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 issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Project Director. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. 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.

9.12 Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties may use a mutually acceptable mediator, or a mediator appointed by a court of competent jurisdiction. Mediation is conducted in compliance with Chapter 154 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the results 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 Tex. Civ. Prac. & Rem. Code, §154.073, unless both parties agree, in writing, to waive the confidentiality.

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

9.14 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.

9.15 Non-Party Beneficiaries. No provision in this Contract creates any rights in any person or entity that is not a party to this Contract, and the rights to performance in this Contract are only enforceable by COUNTY and CONTRACTOR.

9.16 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.

9.16.1 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.

9.16.2 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.

9.16.3 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.

9.17 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

9.18 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

9.19 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.

9.20 Interpretational Guidelines

9.20.1 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.

9.20.2 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.

9.20.3 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.

9.21 Conflict of Interest Questionnaire: If required by Chapter 176, Texas Local Government Code, the Consultant shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin,

Texas 78751. The Consultant 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 Consultant shall submit an updated Questionnaire. The Consultant should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

9.22 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

TRIPPLICATE ORIGINALS

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

Access Empowerment

Travis County

(signature)

(signature)

By: Michael Haynes
President

By: Samuel T. Biscoe
Travis County Judge

Date: _____

Date: _____

Approved as to Legal Form By:

Assistant County Attorney

Approved by Auditor's Office

Nicki Riley, County Auditor

Approved by Purchasing:

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

ATTACHMENT A SCOPE OF SERVICE

CONTRACTOR shall provide all materials, software, programming and services as outlined in this Scope of Service. The temporal scope of this Agreement is a six month pilot program that commences on the day of last signature affixed to this contract and terminates 180 calendar days after commencement. COUNTY and CONTRACTOR shall discuss program performance in the fifth month of the pilot Program in consideration of implementation of full deployment of the program.

Travis County desires to address the issue of Accessible Parking violations by recruiting, training and certifying citizen Volunteers; obtaining access to use of the smartphone and web-based Software Application exclusively provided by CONTRACTOR to allow Volunteers to electronically submit citations for vehicles in violation of accessible parking laws, in compliance with current statutes and the current Minimum Requirements of Travis County's existing Volunteer Enforcement Program and to develop and provide a four-point Community Education and Awareness Program.

The CONTRACTOR will provide access to the Software Application, recruit and train Volunteers, submit Citations electronically, develop with County a first time offender diversion training program and provide broad community education and awareness efforts. The CONTRACTOR will allow access to the data collected by the Software Application. COUNTY will review all Citations before they are processed.

2.0 CONTRACTOR'S OBLIGATIONS FOR PERFORMANCE OF SERVICES

- 2.1 CONTRACTOR shall, in a timely manner, install, implement and maintain the Parking Mobility Program and provide the services described in this Contract and its attachments in accordance with their terms and conditions, and in compliance with the assurances, certifications, and all other statements made by CONTRACTOR in the Scope of Service and in the General Provisions of this Contract.

- 2.2 All software and hardware (or components thereof) and all services provided under this Contract shall be the latest improved model meeting specifications in current production at the time of delivery. By using the Software Application, each Citation can be viewed electronically by COUNTY, and once COUNTY approves each Citation, the Software Application will (i) print out a hard copy of the Citation to be mailed by COUNTY to the vehicle's owner and (ii) transfer the Citation's data into COUNTY's relevant systems. Citations submitted by the application shall, at a minimum, include: three (3) photographs of the vehicle; GPS coordinates for each photograph; and text that is compatible with the format of COUNTY's current Citation.

- 2.3 The purpose of this Contract is to procure an Accessible Parking Enforcement and Education program (“Disability Parking Course”) for COUNTY that satisfies or exceeds the requirements set forth in this Contract and in Scope of Service. CONTRACTOR acknowledges and agrees that this Contract (and specifically, Attachment A and Attachment B) includes pricing for all required hardware, software, configuration, installation, implementation, training, violator diversion, warranty and post-warranty maintenance and support, and that the Program supplied shall be new, complete and sufficient so as to provide the intended goods and services. CONTRACTOR shall collaborate with Travis County Counseling and Education Services (“CES”) to develop or modify the Disability Parking Course.
- 2.4 The Software Application shall be secure, comply with all Travis County Information Security Requirements, (as referenced in Attachment F and Attachment G) and provide appropriate levels of confidentiality, integrity, availability and non-repudiation. CONTRACTOR will host the Software Application; therefore, CONTRACTOR shall verify that the servers are protected by up to date security and anti-virus software acceptable to COUNTY. The Software Application must also meet or exceed all federal, state and local government laws and regulations, governing the creation, use, storage, access, accessibility, maintenance, processing and transmission of information assets.
- 2.5 CONTRACTOR shall maintain sufficient staff and administrative support to carry out the services described and to meet any established goals, objectives and activities presented in this Contract.
- 2.6 CONTRACTOR shall provide COUNTY with access and use of the Software Application.
- 2.7 CONTRACTOR shall provide the necessary infrastructure hardware and software to implement and support the project in Task A.1.
- 2.8 CONTRACTOR shall customize existing technologies to comply with the unique requirements of the program in Task A.2.
- 2.9 CONTRACTOR shall recruit Volunteers who meet the Minimum Requirements for the Volunteer Parking Enforcement program in Task A.3.
- 2.10 CONTRACTOR shall train the Volunteers to use the Software Application and shall train the Volunteers in accordance with the state mandatory four hour training required by Texas Transportation Code §681.0101 in collaboration with COUNTY. CONTRACTOR shall have at least twenty-five

Volunteers at their first training, and shall have Volunteers approved and appointed by COUNTY before Volunteers are allowed to participate in the Program in Task A.5.

- 2.11 CONTRACTOR shall train COUNTY on the use of the Software Application in Task A.5.
- 2.12 CONTRACTOR shall collaborate with COUNTY to implement technologies to provide the quantitative analysis which COUNTY needs to evaluate the Program in Task A.6.
- 2.13 CONTRACTOR shall implement an appropriate offender diversion program as developed with COUNTY stakeholders in Task A.7.
- 2.14 CONTRACTOR shall implement appropriate community awareness and education strategies as outlined in Task A.9.
- 2.15 CONTRACTOR shall support all Volunteers submitting Citations to COUNTY through the Software Application in Task A.10.
- 2.16 CONTRACTOR shall provide prompt and timely updates to the Software Application as requested by COUNTY or otherwise needed for proper utilization in Task A.11.
- 2.17 CONTRACTOR shall provide ongoing volunteer engagement in order to determine user satisfaction, evaluate efficiency and collect user input on overall quality of the Software Application in Task A.12.
- 2.18 CONTRACTOR shall provide presentations, educational materials and data reports as requested by COUNTY in Task A.13.
- 2.19 CONTRACTOR shall provide an analysis of the Program within 15 days following the end of the fifth month of the pilot Program in Task A.14.

CONTRACTOR REPRESENTATIONS AND WARRANTIES; IMPLIED SERVICES

3.1 CONTRACTOR warrants that he has thoroughly examined the general and specific requirements, schedules, instructions and all other documents related to this Agreement. CONTRACTOR has made all investigations necessary to be thoroughly informed regarding the requirements for materials, equipment and/or services as required by COUNTY. Further, CONTRACTOR warrants that he is fully satisfied that the specifications accurately describe or indicate that all conditions site or otherwise, have been taken into account in determining the offered prices. There will be no increase in the quoted Agreement prices based upon CONTRACTOR's misunderstanding or lack of knowledge about the intent of the Agreement.

3.2 CONTRACTOR warrants that all of the information provided in its Proposal is true and correct and that CONTRACTOR will use its best efforts to provide a quality Accessible Parking Enforcement and Education program, and associated training, maintenance and support services to COUNTY. Specifically, this warranty extends to all statements and/or representations made by CONTRACTOR in its Proposal.

3.3 CONTRACTOR acknowledges and agrees that if any services, functions or responsibilities not specifically described in this Agreement are required for the proper performance and provision of the Program, they shall be deemed to be implied by and included within the scope of this Agreement to the same extent and in the same manner as if specifically described herein. Except as otherwise expressly provided in this Agreement, CONTRACTOR shall be responsible for providing the facilities, personnel and other resources as necessary to provide the Program and associated training, maintenance and support services.

CONTRACT DELIVERABLES

Task A.1 – CONTRACTOR shall provide the necessary infrastructure hardware and software to implement and support the Parking Mobility Program.

Task A.1.1 -- CONTRACTOR shall provide infrastructure technologies to include but not limited to:

- Servers (load balancers, web servers and database servers)
- Data Storage
- Data Integration
- Web application hosting
- Bandwidth
- Quality Assurance software
- Security, Encryption and Multi---Factor Authentication

CONTRACTOR shall maintain separate infrastructures for testing, quality assurance and production to affect COUNTY's unique project requirements and goals.

The production infrastructure shall utilize highly---available, fully---redundant technology that minimizes service interruption and maximizes data integrity and protection. This includes, but is not limited to, load---balanced multiple web servers with a highly---available SQL database server with fail---over technologies. In addition, government---level security, encryption and multi---factor authentication features shall be implemented.

Deliverables for Task A.1 – CONTRACTOR shall provide COUNTY with a list of all technology utilized in implementation of project.

Task A.2 – CONTRACTOR shall customize existing technologies to comply with the unique requirements of the Parking Mobility Program.

Task A.2.1 – CONTRACTOR shall make modifications to the Software Application to address the COUNTY's requirements of the Program. CONTRACTOR shall collaborate with all relevant COUNTY stakeholders to address goals of the Program.

Deliverables for Task A.2.1 – CONTRACTOR shall provide a full report detailing the technology customization.

Task A.2.2 – CONTRACTOR shall collaborate with COUNTY to automate complaint, affidavit, and Citation submissions for violations occurring within the jurisdiction of Justice of the Peace Precinct 3. Any cost associated with the automation shall be the responsibility of the CONTRACTOR.

Data from the Software Application can be shared with COUNTY's existing data systems. This can be accomplished securely and in a manner in which COUNTY retains full control. This Citation automation provides the cost savings and procedural optimization necessary for COUNTY to process the violations generated by the Software Application.

CONTRACTOR shall implement a feature on the Software Application which allows COUNTY to do the following in a secure, web---based portal only accessible to (i) COUNTY staff designated by COUNTY and (ii) certain COUNTY computers designated by COUNTY:

- View all Citations, including those which have yet to be processed by COUNTY
- View the particular details of each unprocessed Citation
- Approve a Citation which:
 - Retrieves the most recent mailing address for the license plate of the vehicle in the Citation and adds this mailing address to the Citation
 - Prints out the Citation in a format ready to mail to the vehicle's owner
 - Electronically submits the Citation data to the COUNTY's systems that COUNTY currently has to manually enter such Citation data

In addition to encryption, the Software Application uses multi--factor technology locked to designated internal COUNTY computers to ensure optimal security. CONTRACTOR utilizes security and architecture experts from Fortune 500 companies for design and implementation of this feature.

As implemented, this feature will be secure, save COUNTY significant resources and allow COUNTY to handle Citations far more effectively and efficiently.

Deliverables for Task A.2.2 – With COUNTY's collaboration, CONTRACTOR shall provide the prompt and timely resources reasonably necessary to fulfill Task A.2.2, CONTRACTOR

shall demonstrate to COUNTY that this Citation automation feature (i) fulfills the functionality outlined above, (ii) is only available to COUNTY staff designated by COUNTY and (ii) only functions on COUNTY computers designated by COUNTY.

Task A.3 – Recruit Volunteers who meet the Minimum Requirements for both the current Volunteer Enforcement Program and for the Parking Mobility Program.

Task A.3 – CONTRACTOR shall recruit Volunteers who CONTRACTOR reasonably believes meet COUNTY'S current screening requirements and pass background checks, and who own either an iPhone or Android--based smartphone.

Deliverables for Task A.3 – CONTRACTOR shall provide COUNTY a list of volunteers who meet the requirements as outlined above. CONTRACTOR shall direct potential Volunteers to be screened by COUNTY in compliance with current practices.

Task A.4 – CONTRACTOR shall train Volunteers pursuant to Texas Transportation Code §681.0101 and CONTRACTOR shall train Volunteers on the use of the Software Application.

Task A.4 – CONTRACTOR shall train Volunteers in accordance with State law in order to prepare Volunteers to be appointed to file Citations. Further, CONTRACTOR shall train Volunteers in the proper, accurate, and complete use of the Software Application. CONTRACTOR shall be the sole source for technical and user support related to the Software Application.

Deliverables for Task A.4 – CONTRACTOR shall certify to COUNTY that each Volunteer has completed the CONTRACTOR's training in compliance with Texas Transportation Code 681.0101 and training in the Software Application. Volunteers will then be directed by COUNTY to appoint Volunteers before being allowed to submit citations through the Software Application.

Task A.5 – CONTRACTOR shall train COUNTY on the use of the Software Application.

Task A.5 – CONTRACTOR shall train COUNTY in the proper, accurate, and complete use of the Software APPLICATION, including but not limited to its web--based government administrative portal and the Citation automation feature detailed in Task A.2.2. CONTRACTOR shall be the sole source for technical and user support related to the Software Application.

Deliverables for Task A.5 – CONTRACTOR shall certify to COUNTY that each designated COUNTY personnel designated by COUNTY has completed the CONTRACTOR’s training for the administrative aspects of the Software Application. As new administrative features are added or existing ones modified, CONTRACTOR shall augment the original training and certify that all COUNTY personnel designated by COUNTY are up---to---date on said training. CONTRACTOR shall promptly respond to support requests from COUNTY and its designated staff.

Task A.6 – CONTRACTOR shall collaborate with COUNTY to implement technologies to provide the quantitative analysis which COUNTY needs to evaluate the Program.

Task A.6– CONTRACTOR shall engage the participation of COUNTY IT staff in order to fully integrate all necessary data systems in order to:

- Track Citations
- Track collections
- Provide geographical, map---based data
- Retrieve, compile and download/export data
- Volunteer management
- Provide project evaluation

Deliverables for Task A.6 – CONTRACTOR shall provide a full implementation report.

Task A.7 – During the term of this Contract, CONTRACTOR may implement the Disability Parking Course developed collaboratively with relevant COUNTY stakeholders.

Task A.7.a --- CONTRACTOR shall engage the participation of COUNTY Judicial and Constable’s staff and COUNTY Counseling and Education Services (CES) in order to finalize development and implementation of an appropriate web-based training program for first time offenders.

Deliverables for Task A.7.a – CONTRACTOR shall provide a full implementation report.

Task A.7.c During the term of the Contract, CONTRACTOR may collect a fee of \$50 from offenders upon completion of the diversion program. This fee is separate and apart from any fees in this Contract and from any fees, fines or monies collected by COUNTY. COUNTY shall not be liable for payment of Disability Parking Course. CONTRACTOR shall provide certification of offender completion immediately upon completion by the offender.

Deliverables for Task A.7.c CONTRACTOR shall provide monthly reports of all diversions attempted, completed and fees collected from violators.

Task A.8 – CONTRACTOR shall implement a multipoint community awareness and education strategy to create broad community awareness and engagement in ending accessible parking abuse.

Task A.8.1 – CONTRACTOR shall engage community based nonprofit partners to educate and engage their constituents on the problem of accessible parking abuse and provide social change across a broad cross---segment of the county’s population.

Deliverables for Task A.9.1 – CONTRACTOR shall provide a list of community partners; the number and type of outreach strategies and the number of individuals reached for each effort.

Task A.8.2 – CONTRACTOR shall develop and distribute appropriate video and printed educational materials to driver’s education programs, schools and other educational outlets to reach new drivers at a critical educational point.

Deliverables for Task A.8.2 – CONTRACTOR shall provide COUNTY with copies of all materials produced and a list of distribution points, including numbers of individuals reached.

Task A.9 – CONTRACTOR shall support all Volunteers submitting Citations to COUNTY through the Software Application.

Task A.9.1 – CONTRACTOR shall ensure that all Volunteers are actively submitting accurate and complete Citations.

Deliverables for Task A.9.1 – CONTRACTOR shall ensure that Citations are complete, accurate, and securely delivered to COUNTY. CONTRACTOR may provide continuing education and/or re---training to Volunteers to ensure compliance with the COUNTY’s collaboration to achieve optimal performance of Volunteers.

Task A.9.2 – CONTRACTOR shall ensure that all Volunteers are actively appearing in court as necessary to defend the Citations they have submitted.

Deliverables for Task A.9.2 – CONTRACTOR shall provide ongoing reminders when a court date for a Citation has been set and remind volunteers of their commitment to appear to defend the Citation.

Task A.10 – CONTRACTOR shall provide prompt and timely updates to The Software Application as requested by the COUNTY or otherwise needed for proper utilization.

Task A.10 – CONTRACTOR shall promptly resolve functional issues which arise in any aspect of the Software Application, including the smartphone and website technologies. CONTRACTOR shall implement new features requested by COUNTY unless said features require substantial development, in which case CONTRACTOR will coordinate with

COUNTY to determine an additional invoice amount to cover such development. CONTRACTOR shall provide training to volunteers and COUNTY concerning technological or procedural updates.

Deliverables for Task A.10 – CONTRACTOR shall document and provide technological and procedural updates to the Software application as needed or as requested by COUNTY.

Task A.11 – CONTRACTOR shall provide ongoing Volunteer engagement in order to determine user satisfaction, evaluate efficiency and collect user input on overall quality of the Software Application.

Deliverables for Task A.11 – CONTRACTOR shall provide periodic analysis in written and electronic formats.

Task A.12 – CONTRACTOR shall provide presentations, educational materials and data reports as requested by COUNTY representatives and officials.

Deliverables for Task A.12 – CONTRACTOR shall provide a list of community partners, presentations, educational materials and data reports. Examples include:

- Community nonprofit partners
- Large and small group presentations
- Printed and electronic educational materials
- Web and DVD based educational videos and handouts

Task A.13 – CONTRACTOR shall provide an analysis of the Parking Mobility Program within 15 days following the end of the fifth month of the pilot Parking Mobility Program.

Task A.13 – Analysis shall include data relative to violations written, reporting time, final and current status of all violations reported, user comments and analysis, cost efficacy of the project and overall functionality of the technology. Analysis shall provide recommendations on implementation of scalability and functional program improvements.

Deliverables for Task A.13 – CONTRACTOR shall provide analysis in written and electronic formats.

ATTACHMENT A: Program Description
Exhibit 1

ATTACHMENT A: EXHIBIT 1

EXHIBIT 1

Contract No. 4400002131



Accessible Parking abuse is the #1 health, safety and community access issue for people with disabilities and mobility impairments. 19% of the population are people with disabilities and mobility impairments, with this percentage growing as our population ages and as members of our military return from active duty with significant disabilities. Federal and state laws require less than 4% of all parking be designated for the needs of people with disabilities. While there have been no national studies on the prevalence of abuse of accessible parking spots, anecdotal studies show that 25% of these spaces are being abused at any given time with abuse as high as 75% during inclement weather, peak shopping periods and special events.

Community law enforcement budgets are stretched thinner and thinner each year and law enforcement officers do not see accessible parking abuse as a priority for enforcement. As a result, the Texas Legislature has raised fine amounts (Texas Transportation Code 681.011) and provided legislation enabling citizen volunteer programs to address the problem (TTC 681.0101). Despite these efforts, abuse continues to worsen.

The key to any behavior change effort is education. Providing an opportunity for the general community to understand the importance of accessible parking and why those spaces exist. Examples of community education campaigns that successfully changed social behavior are the 'Don't Mess with Texas' anti-litter campaign and the national 'Click It or Ticket' seatbelt campaigns. Both of these campaigns were successful in changing behavior but were funded by taxpayer dollars.

Parking Mobility is a community based enforcement and education program that leverages the high fines associated with accessible parking abuse into broad community education without using taxpayer dollars. Enforcement is important but education is critical.

This document demonstrates how Parking Mobility works and details our benefits to the community.

Relevant Laws

Texas Transportation Code Title 7, Subtitle H, Sec. 681.0101. ENFORCEMENT BY CERTAIN

APPOINTED PERSONS. (a) A political subdivision may appoint a person to have authority to file a charge against a person who commits an offense under this chapter.

(b) A person appointed under this section must:

- (1) be a United States citizen of good moral character who has not been convicted of a felony;
- (2) take and subscribe to an oath of office that the political subdivision prescribes; and
- (3) successfully complete a training program of at least four hours in length developed by the political subdivision.

(c) A person appointed under this section:

- (1) is not a peace officer;
- (2) has no authority other than the authority applicable to a citizen to enforce a law other than this chapter; and
- (3) may not carry a weapon while performing duties under this section.

(d) A person appointed under this section is not entitled to compensation for performing duties under this section or to indemnification from the political subdivision or the state for injury or property damage the person sustains or liability the person incurs in performing duties under this section.

(e) The political subdivision and the state are not liable for any damage arising from an act or omission of a person appointed under Subsection (a) in performing duties under this section.

Sec. 681.011. OFFENSES; PRESUMPTION. (g) Except as provided by Subsections (h)---(k), an offense under this section is a misdemeanor punishable by a fine of not less than \$500 or more than \$750.



Mack Marsh Project Director
512 981 9628
3800 N. Lamar Blvd, Suite 730-175
Austin, TX 78756
mack@parkingmobility.com

iPhone

Android

Parking Mobility Users and Deputies

Parking Mobility isolates data submitted by app users into two groups; casual users and deputies.

Anyone can download the Parking Mobility App and report violations. For casual users (people who have downloaded the App but don't meet the requirements of a deputy), report data is collected to help demonstrate the scope of accessible parking abuse; identify areas not being covered by deputies and help build an inventory of accessible spaces in the community.

Volunteers are required to be trained on Accessible PARKING enforcement and proper disposition of their duties; submit to a background check and; be deputized by their municipality. Parking Mobility provides the required training and background checks. The municipality deputizes and manages the deputies. Parking Mobility provides effective management tools to the municipality and ongoing training and support to ensure deputies are meeting all requirements.

Volunteers are required to appear in court for any Citations that are contested in court. Parking Mobility keeps deputies informed on court dates and ensures they appear. Failure to appear can result in a deputy's account being suspended.

Parking Mobility provides initial 4 hour trainings online or in person depending on the desires of the municipality. Ongoing training is provided online.

Deputy Training

Parking Mobility provides training that is developed specifically for the needs of each partner community. Initial state required four hour training can be provided in a face-to-face classroom environment, online or a combination of both. Parking Mobility suggests that face-to-face trainings be held for initial trainings until all stakeholders are comfortable with the program.

Training is divided into 8, 30 minute modules that cover:

- Laws governing Accessible Parking
- Importance of Accessible Parking
- Contributions of People with Disabilities in the Community
- The Parking Mobility Program
- Organizations and Resources for People with Disabilities
- Special Rules Regarding Accessible Parking
- Confrontation Avoidance
- What Happens After You Submit a Violation

Parking Mobility also provides monthly and quarterly mini-trainings online as well as specific training on identified issues as needed for volunteers.

Volunteer Management

Parking Mobility provides efficient volunteer deputy management from within the government portal that allows the municipality to add, suspend or terminate a deputized volunteer. All aspect of the volunteer's account are available to the municipal user including all reports submitted, report status and data measurement tools.



Mack Marsh Project Director
512 981 9628
3800 N. Lamar Blvd, Suite 730-175
Austin, TX 78756
mack@parkingmobility.com

 iPhone

 Google Play

The Parking Mobility Mobile App

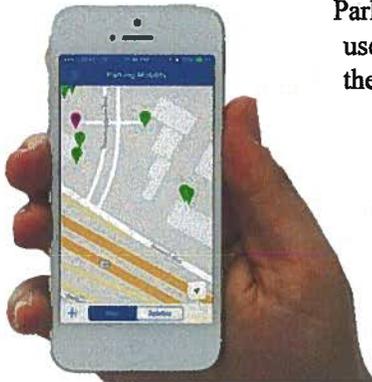
Parking Mobility is a free smartphone application available for Android devices and iPhones from their respective App Stores. Anyone can download and use the Parking Mobility App. Parking Mobility does not collect reports not submitted from the app. All data and photographs are submitted securely to our servers; do not reside on the reporter's device and cannot be altered or manipulated in any way.

Reporting a violation using Parking Mobility

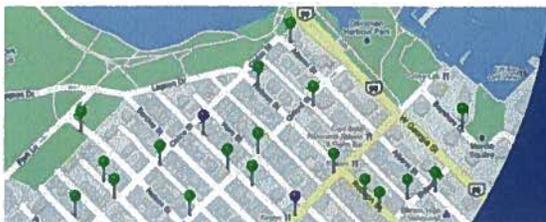
When a user sees an accessible parking violation, they simply open the Parking Mobility app.



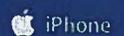
Parking Mobility automatically locates the user using enhanced geolocation information from their phone.



The user chooses the 'Plus' button or 'Report New Violation' option from the Parking Mobility menu and is taken into the Violation menu.

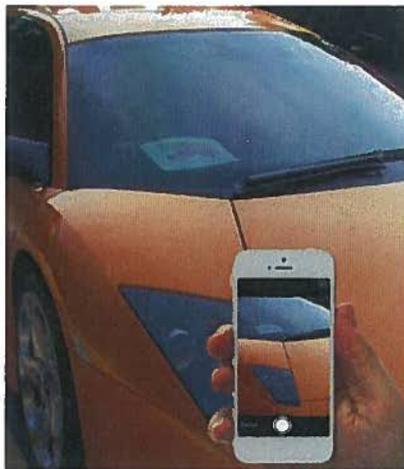
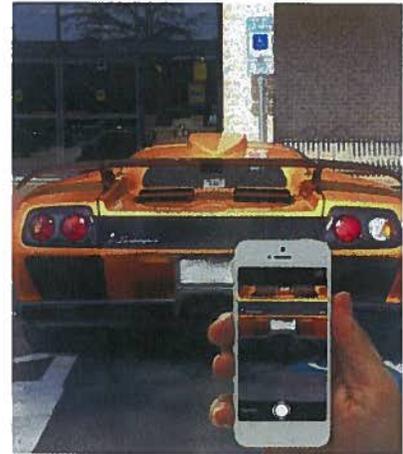


Mack Marsh Project Director
512 981 9628
3800 N. Lamar Blvd, Suite 730-175
Austin, TX 78756
mack@parkingmobility.com



The user takes three photographs of the violation.

#1: Rear of the vehicle showing the license plate.



#2: Front windshield showing absence of a placard or expired or altered placard.

#3: Vehicle showing the violation. Must include the vertical sign required by law.



Mack Marsh Project Director
512 981 9628
3800 N. Lamar Blvd, Suite 730-175
Austin, TX 78756
mack@parkingmobility.com



The remainder of the steps can be completed away from the violation to reduce the chance of confrontation.

The user chooses the violation type;



Parking Mobility provides a secure web app portal for municipal partners. The designated administrator of the Parking Mobility program accesses the portal using RSA encrypted security and can view all reports submitted by deputized volunteers. Reports from casual users are not provided although their data can be included in planning reports. The municipal administrator views each report from that municipality's deputies and approves the previous day's reports.

Once a report is approved, the necessary data is migrated to the municipality's current data systems; the ticket is printed and mailed, and; the citation is processed just as any other citation. Approval of a report and issuance of a citation takes less than a minute per report.

Through the Parking Mobility portal, municipal administrators can view and manage all aspects of the Parking Mobility program including all violations reported, deputy volunteers and measurement tools.



Mack Marsh Project Director
512 981 9628
3800 N. Lamar Blvd, Suite 730-175
Austin, TX 78756
mack@parkingmobility.com



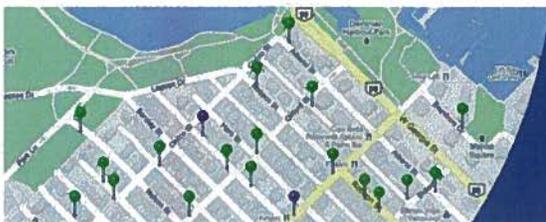
Beyond Enforcement

The goal of Parking Mobility is to end accessible parking abuse. A broad community education is necessary to inform the public on the importance of accessible parking and targeted education to offenders to reduce recidivism. Parking Mobility provides both aspects of community education.

First Time Offender Diversion

First time offenders can be offered a pretrial diversion program similar to safe driving courses for speeding offenders. The offender pays a reduced administrative fee and then completes the course in a prescribed period. Once completed, Parking Mobility certifies completion and the citation is dismissed. The offender is marked in the system as having completed diversion and cannot be offered diversion for future offenses. The Parking Mobility online course is interactive, effective and gauges the offender's responses to ensure the material is absorbed and repeat offenses are reduced.

Additionally, Parking Mobility dedicates the majority of Parking Mobility's revenue generated through our program to broad community education. We partner with other nonprofit organizations that are active in each community to reach their constituents. We provide newsletter and web based articles, PSA's, large and small group presentations, video and print materials to our community partners, driver's education programs and local media to ensure the community understands the importance of accessible parking and the contributions of people with disabilities to their community. These partnerships ensure we achieve our educational mission as well as support local, community based nonprofit organizations who are active in improving their community.



Mack Marsh Project Director
512 981 9628
3800 N. Lamar Blvd, Suite 730-175
Austin, TX 78756
mack@parkingmobility.com



Who is Parking Mobility?

Parking Mobility is provided by Access Empowerment, an Austin, TX based nonprofit organization with 501(c)3 status. Access Empowerment is an organization formed, managed and governed by people with disabilities to address accessible parking abuse, the #1 threat to the health, safety and community access for people with disabilities. Parking Mobility provides unique technology as a tool to allow citizen volunteers to report accessible parking abuse; provides flexible data collection and reporting processes for municipalities to administer the program at little administrative cost; and, leverages the high fines associated with abuse to partner with and engage community based nonprofit organizations to provide broad community education aimed at ending abuse.

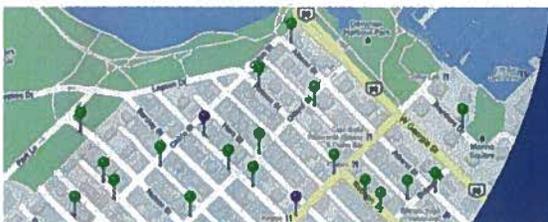
Mission: Access Empowerment's nonprofit mission is to engage the broader community to end accessible parking abuse through empowerment, collaboration, education and innovative technology.

Goals and Objectives: Access Empowerment's goal is to implement the Parking Mobility program in the top 25 municipalities in Texas and at least two municipalities in each of the 48 contiguous United States. Objectives of Parking Mobility include:

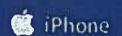
- designing innovative, secure, discrete technology necessary for citizen volunteers to report disabled parking violations
 - designing flexible, secure data collection and reporting procedures for local governments
 - providing a four point educational protocol designed to educate the broad community utilizing community nonprofit partnerships.
- marketing strategies directly to local community leaders, community based nonprofit organizations and people dedicated to providing a safe, healthy community for all

Philosophy: Access Empowerment strives to provide the Parking Mobility program through innovative, locally responsive solutions to a global problem.

Formation: Access Empowerment is a nonprofit organization formed by people with disabilities and technology development experts dedicated to utilizing innovative technology solutions to solve the #1 health and safety threat to people with disabilities and mobility impairments in the community. Our Board of Directors and staff have extensive experience and connection to disability organizations as well as technology development uniquely positioning the organization to bring the two together to achieve our mission. Our nonprofit formation is necessary to quickly and efficiently engage local governments as well as utilize our resources to achieve our educational mission. As a nonprofit organization, we are dedicated to providing transparency in all of our business practices and invite anyone to request information regarding our organization.



Mack Marsh Project Director
512 981 9628
3800 N. Lamar Blvd, Suite 730-175
Austin, TX 78756
mack@parkingmobility.com



Parking Mobility Board of Directors

Michael Haynes – President / Director

Michael is the Executive Director of the Lone Star Paralysis Foundation and Director of the Seton Brain & Spine Recovery Center in Austin, TX. Previously, Michael spent over 17 years with St. David's Medical Center working with the St. David's Community Health Foundation establishing community programs focused on empowering youth and adults with disabilities through athletics and other active pursuits. Michael received his Bachelor's degree from The University of Texas at Austin.

Michael Stimets – Treasurer / Director

Michael is a Senior Scientist at Parsons Inc.'s Government Services Unit in Austin, Texas. Michael has been with Parsons in varying technology and managerial roles for over 25 years. Michael received his Bachelor's degree from The University of Texas at Austin.

Eric Lantz – Secretary / Director

Eric is an Occupational Therapist at Seton Brain & Spine Recovery Center in Austin, TX. Previously, Eric was an Occupation Therapist for 9 years at TIRR Memorial Hermann Rehabilitation Hospital in Houston Texas. In addition, Eric has managed youth camps for children with disabilities throughout Texas. Eric has received a Bachelor's degree from each of Texas A&M University and The University of Texas Medical Branch at Galveston.

Regina Blye – Director

Regina is the Executive Director of the Texas State Independent Living Council (SILC) in Austin, TX. Regina is a United States Presidential appointee to the United States Access Board. Regina serves as Chair of SILC Congress, a national group dedicated to improving the effectiveness of SILCs. Regina is also Vice---Chair of the Texas Disability Policy Consortium, a collection of organizations working together to advance the rights of Texans with disabilities, and serves as a board member for the Coalition of Texans with Disabilities, a grassroots advocacy organization. Regina received her Bachelor's degree from West Texas A&M University.

Kathryn McCarter – Director

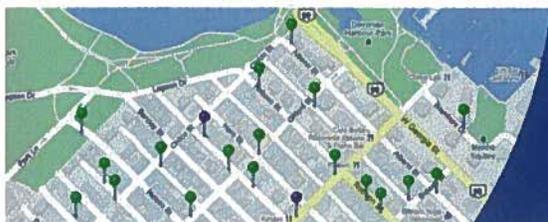
Kathryn is a social worker at the VA in Houston, TX where she works with homeless veterans to help find housing. Prior to her current professional role, Kathryn spent the past 8 years as a fundraiser for political campaigns and nonprofits in Houston and Austin. When not working at the VA, Kathryn is active with TIRR (The Institute for Rehabilitation and Research) and MD Anderson Cancer Center. Kathryn received her Bachelor's degree from The University of Texas at Austin and her Masters in Social Work from the University of Houston.

Chase Bearden – Director

Chase is the Director of Advocacy for the Coalition of Texans with Disabilities in Austin, TX. In this role, Chase manages research, policy analysis and legislative recommendations to the Texas State Legislature and Texas state agencies on issues surrounding disabilities. Chase serves on the Texas Governor---appointed Rehabilitation Council of Texas and the Texas Board of Architectural Examiners. Chase received his Bachelor's degree from Concordia University in Austin, TX.

Campbell Macdonald – Director

Campbell is the CEO and co---founder of Pathful. Previously, Campbell has nearly 20 years of senior managerial experience with companies including BuildDirect.com, Home Depot and the Canadian Pacific Railway. Campbell is also active in his community working with open data, the start---up and accessibility communities. Campbell received his Bachelor's degree from The University of Manitoba and Master's degree from Queen's University.



Mack Marsh Project Director
512 981 9628
3800 N. Lamar Blvd, Suite 730-175
Austin, TX 78756
mack@parkingmobility.com



Administrative Team

Mack Marsh, Project Director
Cheryl Fries, Marketing & Community Outreach Terri Shexnayder, Marketing Specialist
Justin Lowery, U/X Engineer
Colin Edwards, Android & iOS Development Michael Glasgow, Systems & Security Architect Joshua Hibbert, Front---end Development
Ian Littman, Server Team Lead Developer Ed Giese, Server Team Developer
Alan Nguyen, Server Team Developer Gabriel Carignano, Server Team Developer Andrew Gracey, Server Team Developer Justin Hunter, Perl & Systems Administration



Mack Marsh Project Director
512 981 9628
3800 N. Lamar Blvd, Suite 730-175
Austin, TX 78756
mack@parkingmobility.com



ATTACHMENT A: Exhibit 2 - Timeline
Travis County Proposed Timeline – Precinct 3 Parking Mobility Pilot Program

According to the following timeline, CONTRACTOR MUST:

Week 1

- Meet with Precinct 3 Constable to determine program reporting requirements and additional features desired
- Meet with Precinct 3 Justice of the Peace Staff to determine Program reporting requirements and additional features desired
- Determine correct workflow for Citation processing
- Develop and deploy reporting protocols, Citation processing and features for approval
- Conduct video shoot and production with Precinct 3 Constable and Justice of the Peace for Volunteer training videos

Week 2

- Deploy Precinct 3 Parking Mobility Administrative Portal
- Train Precinct 3 Constable and Justice of the Peace Staff on Administrative portal
- Begin Volunteer recruitment and set first Volunteer training date
- Collaborate with COUNTY IT staff to prepare the interface of the computer system and provide 50 ‘dummy’ reports to be processed through system to ensure that the computer networks are communicating properly.
- Demonstrate existing Offender Education Course with Precinct 3 Justice of the Peace and Travis County Counseling and Education Services (“CES”) and discuss development of online education Disability Parking Course.

Week 3

- Finalize Volunteer training materials with Precinct 3 Constable
- Ensure all hardware and software is operational and ready for deployment
- Final pre-deployment training with Precinct 3 Constable and Justice of the Peace Staff
- Continue Volunteer recruitment
- Submit first round of Volunteer Information sheets for background checks to be completed by Precinct 3 Constable

Week 4

- Conduct first Volunteer training with minimum twenty-five Volunteers
- Coordinate media outreach with Precinct 3 Constable and Justice of the Peace
- Volunteers begin submitting reports
- Weekly follow up with Precinct 3 Constable and Justice of the Peace Staff
- Meet and collaborate with staff from CES to further develop the Disability Parking Course

Week 5

- Begin coordination with nonprofit community partners to provide outreach and education materials
- Coordinate and announce second Volunteer training date with Precinct 3 Constable
- Provide Monthly program activity report
- Weekly follow up with Precinct 3 Constable and Justice of the Peace Staff

Week 6 and beyond

- Provide weekly follow up contacts with Precinct 3 Constable and Justice of the Peace Staff to ensure program is working as expected, make any program adjustments or add features as needed to Administrative Portal
- Conduct additional Volunteer group trainings as needed
- Continue development of Disability Parking Course in collaboration with CES
- Monitor Volunteer activities and reports, suggest corrective actions as needed and provide individual Volunteer trainings when called for
- Ensure Volunteers appear as needed to defend citations
- Provide monthly program activity reports with:
 - Number of active Volunteers
 - Number and type of reports submitted
 - Number and type of educational outreach activities
 - Any program adjustments, changes or enhancements
 - Detail of any issues experienced along with corrective actions

Week 20

- Provide program analysis for review by Commissioners to determine continuation of the program beyond pilot phase

ATTACHMENT B Compensation

In consideration of the services provided outlined in the Scope of Services, COUNTY shall pay CONTRACTOR a total sum of \$49,500 (forty nine thousand five hundred dollars) for the described pilot Program. This constitutes the entire Agreement amount and CONTRACTOR warrants that any adjustments to the Parking Mobility Program required by COUNTY shall be provided at no additional cost. Payments shall be made according to the fee schedule below:

- \$8,250 payable upon initial deployment of Parking Mobility Program.
 - Initial Deployment will consist of Week 1 meetings with Precinct 3 Constable, Precinct 3 Justice of the Peace Staff to determine reporting requirements and additional features desired.

- CONTRACTOR shall provide a monthly report and invoice within 10 days of the end of each month detailing progress towards the corresponding Task number and adherence to the program timeline in Attachment A and in Attachment A: Exhibit 2. COUNTY shall pay CONTRACTOR \$8,250 for each month that CONTRACTOR complies with timeline requirements and provides the Services outlined in Attachment A and the timeline in Exhibit 2 to Attachment A.

- COUNTY shall pay all invoices in accordance with Chapter 2251 of the Texas Government Code.

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

B. Insurance 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. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

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. COUNTY shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

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 not permit the minimum limits of coverage to erode or otherwise be reduced. 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
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
\$500,000* per occurrence for coverage A and B with a \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

* **Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

- \$ 1,000,000 per occurrence with a
- \$ 2,000,000 policy aggregate

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 \$300,000* per occurrence
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 named as additional insured (Form TE 9901B)

† 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. Minimum Limit: \$ 1,000,000 per Occurrence

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.

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.

ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Proponent: _____
County of Proponent: _____

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.

Signature of Affiant

Address

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

Notary Public, State of _____

Typed or printed name of notary
My commission expires: _____

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
June 25, 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	
Interim County Executive, Planning & Budget	Leroy Nellis*	
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	Jennifer Kraber*	
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.....	Elaine Casas, J.D.*
Assistant Purchasing Agent	Marvin Brice, CPPB
Assistant Purchasing Agent.....	Bonnie Floyd, CPPO, CPPB
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.....	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.....	Rosalinda Garcia
Constable Pct. #3.....	Sally Hernandez
Justice of the Peach Pct. #3.....	Susan Steeg
Chief Information Officer.....	Tanya Acevedo

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u>	<u>Date of Expiration</u>
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
County Executive, Planning & Budget	Leslie Browder	03/31/15

* - 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.

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative

ATTACHMENT F

1.0 SECURITY COMPLIANCE:

1.1 Network, Computer, and Information Security Compliance:

The goods and/or services provided pursuant to the Contract must be and remain in compliance with applicable Texas law.

The goods and/or services provided pursuant to the Contract must be and remain in compliance with all Travis County network, computer, software, and information security policies, standards, specifications, guidelines, processes and procedures already developed or deployed or subsequently developed or deployed and used by or for the Travis County Department of Information Technology Services (“ITS”) and/or a department, office or division of any elected or appointed Travis County official (collectively, the “Travis County Security Requirements” or the “Security Requirements”). The documents comprising the Security Requirements may be obtained upon request from ITS and upon execution of a Travis County Non-Disclosure and Confidentiality Agreement.

1.2 **Initial Compliance:** CONTRACTOR’s goods and/or services shall comply with the Security Requirements including but not limited to the Travis County Asset Management Policy, Lifecycle Management Standard, Configuration Management Standard, Change Control Standard, and System Development Lifecycle Standard. The CONTRACTOR’s goods and/or services must operate with and be compatible with any and all network security, computer security, software security, and/or information security safeguards, including security hardware, software, appliances deployed by County (the “Security Safeguards”).

1.3 **Certification of Compliance:** CONTRACTOR must perform a self-conducted compliance review of CONTRACTOR’s goods and/or services and provide to the County, as part of the formal response, written certification in the form of a completed, signed, and dated Certification of Compliance including Attachment A Compliance Review Checklist, and Attachment B Notification of Non-Compliance attesting that CONTRACTOR’s goods and/or services are compliant with the Security Requirements. An authorized official of the CONTRACTOR’s company must sign and date the Certification of Compliance.

1.4 Exceptions to Compliance Prior to Contract Award:

If the CONTRACTOR's goods and/or services are not in full compliance, the CONTRACTOR must note the specific exceptions to compliance, the reasons for non-compliance, CONTRACTOR's future intention to achieve compliance or reasons why compliance is not necessary or desirable, and/or other comments that the County should take into consideration when evaluating the CONTRACTOR's Certification of Compliance, Compliance Review Checklist, and Notification of Non-Compliance. This information should be included within the Certification of Compliance, Attachment B Notification of Non-Compliance.

1.5 Ongoing Compliance Until Contract Award:

CONTRACTOR's goods and/or services must comply with any and all modifications and/or additions to the Security Requirements and/or Security Safeguards that may occur between the time the CONTRACTOR's Certification of Compliance, Compliance Review Checklist, and Notification of Non-Compliance were submitted and the contract award.

The County revises the Security Requirements and/or makes a change to the Security Safeguards from time to time. If either a change to the Security Requirements or the Security Safeguards happen after the CONTRACTOR has submitted a response, but before contract award, the CONTRACTOR will be given an opportunity to review those changes to determine if such changes causes the CONTRACTOR's goods and/or services to become non-compliant.

If CONTRACTOR's goods and/or services become non-compliant after the Proposer has submitted a response due to the County revising the Security Requirements and/or changing the Security Safeguards, the County shall have the option of accepting the non-compliance or requiring CONTRACTOR to make any necessary modifications or alterations to bring CONTRACTOR's goods and services into compliance before completing the evaluation of the CONTRACTOR's response and award of the Contract.

If County exercises its right to require compliance pursuant to the foregoing, CONTRACTOR may 1.) withdraw Offer's response, or 2.) bring the goods and/or services into compliance at CONTRACTOR's cost, or 3.) County may exercise its options as described in Section 37.8 Remedy of Non-Compliance or Incompatibility:

If CONTRACTOR's goods and/or services become non-compliant after the CONTRACTOR has submitted the Certification of Compliance, Certification Review Checklist, and Notification of Non-Compliance, through no fault of the County, the County shall have the option of accepting the non-compliance or requiring CONTRACTOR to make any

necessary modifications or alterations to bring CONTRACTOR's goods and services into compliance before award of the Contract.

If County exercises its right to require compliance pursuant to the foregoing, CONTRACTOR may 1.) withdraw, or 2.) shall be responsible for bringing the goods and/or services into compliance and shall be responsible for all costs incurred by CONTRACTOR in order to become compliant.

1.6 Ongoing Compliance Upon Execution of Contract:

Contractor's goods, services, practices, and/or procedures must remain in compliance with the Security Requirements and compatible with the Security Safeguards, including complying with any and all modifications and/or additions to the Security Requirements and/or Security Safeguards that may occur throughout the term of the Contract.

The Contractor shall provide the required hardware, software, materials, expertise, and/or labor required to ensure ongoing compliance of the Contractor-provided goods and/or services with the Security Requirements, including operability and compatibility with the Security Safeguards as a part of ongoing maintenance and support.

The Contractor-provided goods, services, practices, and/or procedures must be accredited by the ITS Department Information Security Manager before being connected into the Travis County Government Network or placed into any County production operation environment. Accreditation is achieved by undergoing a Security Assessment that shows the Contractor supplied goods and/or services are compliant with the Security Requirements and Security Safeguards. This security evaluation of the specific solutions covered by the Contract may reveal aspects of the architecture, implementation, operation, maintenance, and/or other aspect of these solutions that may necessitate incorporating additional solution-specific information security requirements to protect County computers, networks, software, information, and facilities.

1.7 Notification of Non-Compliance or Incompatibility:

If Contractor determines, at any time during the Contract term, that Contractor's goods, services, practices, and procedures do not comply with County's current Security Requirements and/or are not compatible with County's current Security Safeguards, the Contractor shall notify the ITS Help Desk by no later than the end of the business day following the confirmation by the Contractor of the non-compliance or incompatibility.

If the County determines at any time during the Contract term, that the Contractor's goods, services, practices, and procedures do not comply with County's current Security Requirements and/or compatibility with County's current Security Safeguards, the County shall notify the Contractor by no later than the end of the business day following the confirmation by the Contractor of the non-compliance or incompatibility.

1.8 Remedy of Non-Compliance or Incompatibility:

In the event that either the County or the Contractor are notified of a non-compliance and/or incompatibility, the Contractor shall:

- 1.) Determine the effort and cost to bring Contractor's goods, services, practices, and procedures into compliance and compatibility;
- 2.) Provide a draft working plan, including schedule, work effort and cost details, to remedy the non-compliance or incompatibility to the County no later than 5 working days after notification of the non-compliance and/or the incompatibility to County has been confirmed.

The County, at its sole discretion, shall determine whether the Contractor must bring some, all, or none of the non-compliant or incompatible Contractor's goods, services, practices, and procedures into compliance with County's current Security Requirements and/or into compatibility with County's current Security Safeguards. Any instance of non-compliance or compatibility that the County does not require to be brought into compliance or compatibility will be noted as an exception. The County may choose, in its sole discretion, at any time, to remove the exception and require compliance and/or compatibility.

The Contractor shall be responsible for all costs associated with bringing Contractor-supplied goods, services and/or Contractor processes and practices into compliance with the Security Requirements and compatibility with the Security Safeguards unless otherwise stated herein.

The County may, at its sole discretion, provide some, all or none of the costs, hardware, software, materials, expertise, and labor that may be required from time to time to bring the Contractor-supplied goods, services, practices, and/or procedures into compliance with the Security Requirements and the Security Safeguards.

1.9 Connectivity and Access to County Network, Systems, Software, and/or Information:

The Contractor and Contractor personnel who will be providing and/or maintaining goods and/or services, and who may from time to time access

County systems, networks, software, and/or information, must be familiar with, and agree to adhere to and comply with the Security Requirements that pertain to and govern access to County computers, networks, software, and information including without limitation the Travis County Government Asset Protection Policy, Access Control Standard, Remote Access Standard, Security Awareness Policy, and Third Party Security Awareness Standard.

ATTACHMENT G**Non-Disclosure and Confidentiality Agreement for Documents Comprising ITS Security Requirements**

1. In the interest of obtaining all information relevant for purposes of providing the goods and/or services required to be provided pursuant to this Contract, the undersigned¹ hereby agrees, to the extent permitted by law, to treat confidential any and all information furnished to the undersigned, but in any event the information contained in the specific documents listed below (the "Confidential Information").
2. The undersigned agrees to treat the Confidential Information as confidential at all times relevant to this Contract and in perpetuity thereafter.
3. The undersigned acknowledges that Travis County has developed the Confidential Information and that Travis County considers such information confidential and proprietary. The undersigned shall not, without first obtaining COUNTY's prior written consent, disclose the Confidential Information to any person or entity other than to the employees, counsel and accountants of the undersigned or duplicate the Confidential Information in whole or in part.
4. The sole purposes for which the undersigned may disclose the Confidential Information to its officers, employees and agents shall be limited to: (i) the evaluation of a continuing and/or further business relationship with Travis County; and (ii) in the event the Contract is modified, amended, or extended, the fulfillment of its contractual obligations to Travis County.
5. The undersigned shall maintain the confidentiality of the Confidential Information, including instructing its officers, employees, and agents regarding the obligations of the undersigned under this Non-Disclosure and Confidentiality Agreement and to take all other reasonable precautions to prevent disclosure of the Confidential Information.
6. The undersigned acknowledges and understands that the documents listed below will change over time to accommodate the needs of Travis County. Travis County reserves the right to revise (by way of modification, deletion or supplementation) the documents and the Confidential Information contained therein and, following such revision, agrees to provide the updated version of any revised document to the undersigned as soon as practicable. The undersigned agrees that this Non-Disclosure and Confidentiality Agreement shall apply to current and future versions of the documents listed below.

¹ As used in this Non-Disclosure and Confidentiality Agreement, the term "the undersigned" includes the officers, employees, and agents of the vendor receiving the documents listed herein.

7. By furnishing the Confidential Information to the undersigned pursuant to this Non-Disclosure and Confidentiality Agreement, Travis County does not waive or otherwise relinquish any right of non-disclosure or other privilege available to it under the Texas Public Information Act or other applicable statute, law or regulation.

By: _____

Title: _____

Company Name: _____

Date: _____

**Documents Currently Comprising the Travis County
Information Security Policies and Standards**

Ref #	Document Title
G00	Information Security Program Charter
P01	Information Identification & Classification Policy
P01.S01	Information Classification Standards
P01.S02	Information Labeling Standards
P02	Asset Protection Policy
P02.S01	Access Control Standards
P02.S02	Remote Access Standards
P02.S03	Encryption Standards
P02.S04	Physical Access Standards
P02.S05	Availability Protection Standards
P02.S06	Integrity Protection Standards
P02.S07	Anti-Malware Protection Standards
P02.S08	Information Handling Standards
P02.S09	Security Audit and Logging Standards
P02.S010	Intrusion Protection Standards
P02.TS01	Asset Protection Technical Standards for AS/400 (OS/400)
P02.TS02	Asset Protection Technical Standards for UNIX Servers
P02.TS03.04	Asset Protection Technical Standards for Novell eDirectory
P02.TS04.02	Asset Protection Technical Standards for Microsoft Windows Servers 2003/2008
P02.TS04_05	Asset Protection Technical Standards for Microsoft Active Directory
P02.TS04_10	Asset Protection Technical Standards for Embedded Microsoft Windows XP
P02.TS05.09	Asset Protection Technical Standards for Secure Internet Hosting
P03	Asset Management Policy
P03.S01	Lifecycle Management Standards
P03.S02	Configuration Management Standards
P03.S03	Change Control Standards
P03.S04	System Development Lifecycle Standards
P04	Acceptable Use Policy
P04.S01	Internet Acceptable Use Standards
P04.S02	Electronic Mail Acceptable Use Standards
P07	Information Security Awareness Policy
P07.S03	Third Party Information Security Awareness Standards