



## Travis County Commissioners Court Agenda Request

**Meeting Date:** August 19, 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: Approve Contract Award for Professional Consulting Services, Contract, No. 440002164, to Judge W. Jeanne Meurer**

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

Travis County Juvenile Probation Office wishes to obtain professional consulting services to assist in the implementation of a Local Commitment Program pursuant to the 83<sup>rd</sup> Texas Legislature's enacted SB 511 authorizing the commitment of juveniles in Travis County to a local post-adjudication secure correctional facility under Section 152.0016, Human Resources Code, and Section 54.04011, Family Code. This program is unique to Travis County.

Judge Meurer will provide consulting services to include the review of policies and procedures, review of programmatic development, evaluation and other services on an as-needed basis.

The Juvenile Probation Office is requesting, and Travis County's Risk Management has approved the waiving of insurance requirements for this contract.

Section 5.9 of the Contract states: 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.

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

➤ **Contract-Related Information:**

Award Amount: As-Needed Agreement

Contract Type: Professional Services Agreement

Contract Period: August 19, 2014 – August 18, 2015

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): Cost Center 1450010001; Product Code: 80101500; Commitment Item: 511890

Comments: As- Needed Agreement



## TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704  
Phone: (512)854-7000 Fax: (512)854-7097

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

**TO:** Cyd Grimes  
Travis County  
Purchasing Agent

**FROM:** *Estela P. Medina*  
Estela P. Medina  
Chief Juvenile Probation Officer

**RE:** Professional Consulting Services Contract  
Sr. Judge W. Jeanne Meurer

**DATE:** July 30, 2014

The Travis County Juvenile Probation Department is requesting assistance from the Purchasing Department for a new professional consulting services contract with Sr. Judge W. Jeanne Meurer. The scope of services is attached outlining the specific services to be performed by this contract.

The funding details to be used with this contract are as follows:

**Vendor: 10000025**  
**Cost Center: 1450010001**  
**Product Code: 80101500**  
**Commitment Item: 511890**

Please contact me or Sylvia Mendoza at [sylvia.mendoza@co.travis.tx.us](mailto:sylvia.mendoza@co.travis.tx.us) (512) 854-7008 should you need any additional information.

Thank you for your assistance.

cc: Sylvia Mendoza  
Chris Hubner  
Michael Williams  
Aerin Pfaffenberger

# PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**TRAVIS COUNTY**

AND

**JUDGE W. JEANNE MEURER**

FOR

**Professional Consulting Services**

**CONTRACT NO. 4400002164**



**Travis County Purchasing Office**

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STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

**PROFESSIONAL SERVICES AGREEMENT**  
**Professional Consulting Services**

**This Agreement** is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and **Judge W. Jeanne Meurer** (the "CONTRACTOR").

**WHEREAS**, COUNTY desires to enter into an Agreement for the purpose of obtaining professional consulting services to facilitate the implementation of a Local Commitment Program pursuant to recently enacted legislation that is unique to Travis County, and;

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

**NOW, THEREFORE**, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

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

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

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

1.6 "Key Contracting Person" means any person or business listed in Exhibit A to the Affidavits attached to this contract and marked as Attachment D.

1.7 "Director" means the Chief Juvenile Probation Officer of Travis County, who will manage this Agreement, or her designated representative.

## 2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon execution by all parties and shall continue for one (1) year.

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

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

## 3.0 CONTRACTOR'S RESPONSIBILITIES

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

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

3.3 Independent Contractor. COUNTY and CONTRACTOR 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 her as an independent contractor.

3.3.1. The relationship of the parties is an independent contractor relationship

and is not and shall not be construed or interpreted to be a partnership, joint venture or agency.

3.3.2. CONTRACTOR does not have the authority to enter into any contract in the name of the COUNTY or otherwise bind COUNTY in any way without the express written consent of COUNTY, and COUNTY does not have the authority to enter into any contract in the name of CONTRACTOR or otherwise bind CONTRACTOR in any way without the express written consent of CONTRACTOR.

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

3.5 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].

3.6 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.

3.7 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.8 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 Contractor Requests for Information. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the Director and may rely on all factual information supplied by the Director in response to his requests. However, the Director shall not serve as the agent of COUNTY or Commissioners Court or any elected official of COUNTY for any other purpose than conveying factual information. In performing the Services, CONTRACTOR will use all information supplied by the COUNTY without having independently verified the same and CONTRACTOR assumes no responsibility for the accuracy or completeness of such information.

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

3.11 Upon request, CONTRACTOR shall be available to the Commissioners Court, the Travis County Judge and Commissioners, the Travis County Juvenile Board or their representatives for questions with respect to the services being performed pursuant to this Agreement.

3.12 Professional Licensure/Certification. CONTRACTOR shall maintain all necessary licenses and certifications related to the professional services being provided hereunder, and shall perform all services under this Agreement according to the applicable federal, state, and local rules and regulations. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

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

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

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

\*Form is provided as Attachment E\*

#### 4.0 COORDINATION WITH THE COUNTY

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

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

## 5.0 INVOICING AND PAYMENT FOR SERVICES

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

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

5.3 Invoicing. Within ten (10) days after the completion of each deliverable, as described in Attachment A, Scope of Services, but in no event more often than monthly, CONTRACTOR shall invoice County for services rendered pursuant to this Contract. Each invoice shall include a description of the services and completed activities performed by CONTRACTOR and any deliverables for which payment is being requested.

All invoices may be emailed to Michael Williams, Accountant Lead, at:

[Michael.Williams@co.travis.tx.us](mailto:Michael.Williams@co.travis.tx.us)

Or mailed to:

Travis County Juvenile Probation Department  
2515 South Congress Ave.  
Austin, TX. 78704  
Attn: Financial Services.

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

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

request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

5.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

5.7 Disbursements to Persons with Outstanding Debt.

5.7.1 In accordance with Section 154.045, Tex. Loc. Gov't 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:

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

5.7.1.2 the debt is paid.

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

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

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

5.9 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.

5.10 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 COUNTY's following fiscal year, COUNTY may terminate this Contract after giving CONTRACTOR twenty (20) days written notice that this Contract is terminated due to the failure to fund it.

## 6.0 RECORDS CONFIDENTIALITY AND ACCESS

6.1 Confidentiality. CONTRACTOR shall establish a method to secure the

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

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

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

6.4 Audit. Notwithstanding anything herein to the contrary, any audit hereunder must (i) be at COUNTY'S sole expense, (ii) be upon reasonable advance notice to CONTRACTOR and during CONTRACTOR'S normal business hours, (iii) not unreasonably interfere with the business operations of CONTRACTOR, (iv) absent CONTRACTOR'S default, be limited to once in any twelve (12) month period, unless otherwise required by law, (v) be limited to books, records and personnel of CONTRACTOR directly relating to the services performed under this Agreement and (vi) at CONTRACTOR'S request, be subject to the execution of a confidentiality agreement satisfactory to CONTRACTOR. In connection with any such audit, CONTRACTOR shall under no circumstances be required to breach (i) any third party client or (ii) any applicable law. CONTRACTOR acknowledges County's obligation to comply with the Texas Public Information Act to provide documents requested by the public in order to avoid statutory penalties.

## 7.0 AMENDMENTS/MODIFICATIONS

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

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

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

## 8.0 INSURANCE REQUIREMENTS

CONTRACTOR insurance requirements set out in Attachment C, Insurance Requirements, are hereby WAIVED by the Travis County Commissioners Court, upon execution of this Contract.

## 9.0 MISCELLANEOUS

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 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.

9.3 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 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.

9.4 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 as referenced herein. 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
- 9.7.2.2 Attachment B – Fee Structure
- 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

9.8 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 U.S. 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

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

Judge W. Jeanne Meurer  
19301 Moorlynch Ave.  
Pflugerville, Texas 78660

And/or  
6550 Donnell Pkwy  
Weston, CO 81091

E-mail: [meurerwj@gmail.com](mailto:meurerwj@gmail.com)

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

9.9 Dispute Resolution. The Purchasing Agent acts as the County representative in the administration of this Agreement. In case of an unresolved dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this Agreement. If Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, relating to the unresolved dispute, Consultant must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. Consultant may finally appeal the decision of the Purchasing Agent, in writing, to the Travis County Commissioners Court, whose decision shall be final and binding.

9.10 Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. and Rem. Code, Section 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Section 154.073, Tex. Civ. Prac. and Rem Code, unless both parties agree, in writing, to waive the confidentiality.

9.11 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.

9.11.1 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.

9.11.2 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, Texas.

9.11.3 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.

9.12 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.

9.13 Interpretational Guidelines

9.13.1 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.

9.13.2 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.

9.13.3 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.

9.14 Conflict of Interest. If required by Chapter 176, Tex. Loc. Gov't Code, CONTRACTOR shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. CONTRACTOR shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, CONTRACTOR shall submit an updated Questionnaire. CONTRACTOR should note that the law requires the COUNTY to provide access to a filed Questionnaire on the official Travis County Internet website.

9.15 Limitation on Liability. Notwithstanding anything herein to the contrary (a) neither CONTRACTOR nor the COUNTY will be liable to the other in connection with the services to be provided by CONTRACTOR hereunder or any matter relating to such services for any indirect, special, punitive, consequential or incidental damages, including loss of profits; and (b) CONTRACTOR will not be liable to COUNTY to the extent any claim or claims individually or in the aggregate exceed two times (2x) the total professional fees paid to CONTRACTOR for the services pursuant to the applicable Scope of Services excluding the following: claims resulting from (i) CONTRACTOR's fraud, willful misconduct or failure or refusal to comply with applicable law; (ii) CONTRACTOR's damage to tangible property; (iii) CONTRACTOR's actions that cause personal injury or death to any person; (iv) CONTRACTOR's breach of its confidentiality obligations hereunder; and (v) CONTRACTOR's

infringement of a third party's intellectual property rights (except to the extent the applicable infringement was caused by the COUNTY), in each case, in connection with the provision of the Services. This provision applies to the fullest extent permitted by applicable law and to all causes of action, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.

DUPLICATE ORIGINALS

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

**Judge W. Jeanne Meurer**

**Travis County**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Name and Title (Printed)

By: Samuel T. Biscoe  
Travis County Judge

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Form By:

\_\_\_\_\_  
Assistant County Attorney

Approved by Purchasing:

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

## **ATTACHMENT A** **SCOPE OF SERVICES**

### **Background**

In 2013 the 83<sup>rd</sup> Texas Legislature enacted SB 511, which authorizes the commitment of juveniles in Travis County to a local post-adjudication secure correctional facility under Section 152.0016, Human Resources Code, and Section 54.04011, Family Code. The enabling legislation provides that juveniles in Travis County who have committed a felony offense on or after December 1, 2013, may be committed to the local facility in lieu of commitment to a state-operated facility at the Texas Juvenile Justice Department (TJJD). Once a juvenile board has established a policy authorizing the operation of a local commitment program, the juvenile board or a local juvenile probation department may operate a secure facility to confine committed juveniles, as well as a program to release such committed offenders on parole supervision. The Travis County Juvenile Board established a policy to operate the local commitment program that became effective December 1, 2013.

Through this legislation, the Travis County Juvenile Probation Department may keep juveniles committed to the program until the age of 19. Depending on the type of sentence, the legislation also provides for a hearing to either transfer a committed juvenile offender to the Texas Department of Criminal Justice (TDCJ) to serve the remainder of his or her sentence, or to transfer the person to TDCJ adult parole services.

Travis County is currently the only county in Texas operating this type of local commitment program. Through the leadership of the Travis County Commissioner's Court, the Travis County Juvenile Board, and the efforts of the Travis County Juvenile Probation Department, a comprehensive plan for services and levels of supervision has been implemented to serve juveniles who are committed to our local post-adjudication commitment program. The ISC has been in operation since 2001.

The program in Travis County is referred to as the Local Commitment Program (LCP) and any juvenile who is accepted into the program must be committed under the requirements of the new law. The enabling legislation is set to expire on December 31, 2018, unless the Legislature decides to continue or even expand the program. Evaluation and review of the LCP during this time could have a major impact on juvenile justice practices and policies statewide.

## Tasks

CONTRACTOR will provide professional consulting services to assist the Department with meeting the statutory requirements for implementing the LCP by accomplishing the following tasks:

- Task I:** Review recently adopted policies and procedures pertaining to the LCP to assure compliance with state standards and make appropriate recommendations to the Department and the Juvenile Board.
- Task II:** Analyze and review the functions related to the development of rehabilitative services and programs to be provided through the LCP.
- Task III:** Evaluate the effectiveness of the LCP through research and identification of evidence-based best practices.
- Task IV:** Compile performance measures and necessary data collection to meet reporting requirements for the Department, and any local or state oversight agencies.
- Task V:** Provide review of processes to ensure compliance with the statutory requirements of the LCP.
- Task VI:** Participate and attend budget and fiscal planning meetings related to implementation of the LCP.
- Task VII:** Serve as a resource regarding the LCP and present information to local, state and legislative bodies, and other entities.

The above-listed tasks and services may be provided by telephone, written correspondence or via e-mail. Services may also be provided in person and by remote location, as requested and agreed to by both parties.

**ATTACHMENT B**  
**FEE STRUCTURE**

As compensation for satisfactory performance of requested professional consulting services detailed in Attachment A, Scope of Services, COUNTY will pay CONTRACTOR \$100.00 per hour.

**FEE STRUCTURE**

<b>TASK</b>	<b>DATE</b>	<b>HOURS</b>	<b>RATE</b>	<b>AMOUNT</b>
Review LCP policies and procedures; make appropriate recommendations to the Department.				0
Analyze and review development of LCP rehabilitative services and programs.				0
Evaluate effectiveness of the LCP through research and identification of evidence-based best practices.				0
Compile performance measures and necessary data collection to meet reporting requirements for the Department, and any local or state oversight agencies.				0
Review processes to ensure compliance with statutory requirements of the LCP.				0
Participate and attend budget and fiscal planning meetings related to implementation of LCP.				0
Serve as a resource regarding LCP and present information to local, state and legislative bodies, and other entities.				0
<b>TOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>

**ATTACHMENT C**  
**INSURANCE REQUIREMENTS**  
***WAIVED BY TRAVIS COUNTY COMMISSIONERS COURT***

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 A**

**LIST OF KEY CONTRACTING PERSONS**

**July 21, 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).....	CharylN 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, CPPB  
 Purchasing Agent Assistant IV ..... Lee Perry  
 Purchasing Agent Assistant IV ..... Jason Walker  
 Purchasing Agent Assistant IV ..... Richard Villareal  
 Purchasing Agent Assistant IV ..... Patrick Strittmatter, CPPB  
 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, CPPB  
 Purchasing Agent Assistant IV ..... Angel Gomez  
 Purchasing Agent Assistant IV ..... Jesse Herrera, CPPB, CTPM, CTCM, CTP  
 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 ..... 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  
 Financial Manager Juvenile Probation ..... Sylvia Mendoza  
 Accountant Lead Juvenile Probation ..... Michael Williams  
 Director, Juvenile Probation ..... Dr. Erin Foley  
 Attorney IV, Juvenile Probation ..... Chris Hubner  
 Chief Juvenile Probation ..... Estela P. Medina

**FORMER EMPLOYEES**

Position Held	Name of Individual Holding Office/Position	Date of Expiration
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 whom 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