



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

April 25, 2007

You are invited to submit your proposal in accordance with the requirements in this **REQUEST FOR SERVICES (RFS) #S070230-JW, MARKETING PLAN FOR TRAVIS COUNTY PARKS**. The objective of this RFS is to procure personal and professional services relating to the development of a detailed Marketing Plan for Travis County Parks.

Proposals must be submitted with an **ORIGINAL (MARKED "ORIGINAL") AND FOUR (4) COPIES** to the Travis County Purchasing Agent, 314 W. 11th Street, Suite 400, Austin, Texas 78701, no later than **2:00 p.m. CST, May 16, 2007**.

An **Optional** Pre-Proposal Conference is scheduled for May 2, 2007 at 10:00 a.m. at the Travis County Purchasing Office, 314 W. 11th Street, 4th Floor Purchasing Conference Room, Austin, Texas.

Any questions concerning this Request for Services should be directed to Jason G. Walker, Purchasing Agent Assistant IV, at 512/854-4562, or Fax 512/854-9185.

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

REQUEST FOR SERVICES

**RFS #S070230-JW
MARKETING PLAN FOR TRAVIS COUNTY PARKS**

DO NOT OPEN IN MAILROOM

Your consideration of this Request for Services is appreciated.

Sincerely,

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

CVG:JGW

REQUEST FOR MARKETING PLAN FOR TRAVIS COUNTY PARKS
RFS # S070230-JW

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REQUEST FOR MARKETING PLAN FOR TRAVIS COUNTY PARKS

RFS # S070230-JW

PART I, SECTION A - GENERAL INFORMATION

1.0 PURPOSE:

The Travis County Purchasing Office is requesting proposals from qualified businesses for services relating to the development of a detailed Marketing Plan for Travis County Parks.

2.0 INCURRED EXPENSES:

There is no expressed or implied obligation for Travis County to reimburse offerors for any expense incurred in preparing proposals in response to this request, and Travis County will not reimburse anyone for these expenses. Travis County will consider proposals from all qualified, responsible offerors.

3.0 PRE-PROPOSAL CONFERENCE:

An Optional Pre-Proposal Conference will be held at 10:00 a.m. CST, May 2, 2007, in the Travis County Purchasing Office Conference Room, 314 West 11th Street, Suite 400, Austin, Texas 78701.

4.0 SUBMISSION OF PROPOSAL:

Telegraphic and faxed proposals will not be considered; however, proposals may be modified by telegraphic or faxed notice if the notice is received prior to the time and date set for the proposal opening and specific proposal prices are not exposed by the amendment.

5.0 LATE PROPOSALS OR MODIFICATIONS:

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

6.0 WITHDRAWAL OF PROPOSALS:

A proposal may not be withdrawn by the offeror without the permission of Travis County for ninety (90) days following the date designated for the receipt of proposals, and an offeror agrees to this by submitting a proposal.

7.0 POINTS OF CONTACT:

Information regarding the purchasing process, the contents of this RFS, or questions concerning the Scope of Services in Part II may be obtained from the Travis County Purchasing Office. When requesting information or submitting questions, please refer to the RFS number at the top of this page.

8.0 CLARIFICATION OR OBJECTION TO PROPOSAL REQUIREMENTS:

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the Scope of Services or other documents or any part of them, a request for clarification should be submitted to the Purchasing Agent on or before SEVEN (7) DAYS PRIOR to the scheduled opening of the proposals. All requests for information shall be made in writing and the person submitting the request is responsible for its timely delivery. Any interpretation of the RFS will be made only by an RFS Amendment duly issued. A copy of such RFS Amendment will be mailed or faxed to each person who has requested a RFS from the Purchasing Agent.

9.0 GENERAL CONDITIONS:

By submitting a proposal, offeror represents that the requirements, schedule, instructions and all other RFS documents have been thoroughly examined and that all investigations necessary to be thoroughly informed regarding delivery of the services as required by the RFS conditions have been conducted.

10.0 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REQUIREMENTS

It is the policy of the County that HUB's will have the maximum opportunity to participate in the performance of County contracts and subcontracts. The Travis County HUB Program participation goals are an Overall 16.5% for Minority-Owned Business Enterprises (MBE) and an Overall 14.2% for Woman-Owned Business Enterprises (WBE) . *(Sub-goals: 1.7% African-American, 9.5% Hispanic, 4.7% Asian-American, 0.6% Native-American)* The program strongly encourages Respondent(s) to initiate a "Good Faith Effort" to provide subconsulting opportunities to Certified HUBs. The "Historically Underutilized Business (HUB) Declaration" form (Attachment 3), along with the "Determination of Good Faith Effort" form (Attachment 4), must be completed and returned with the Qualifications Statement. To be considered as a Certified HUB, the Respondent and/or Subconsultant must have officially been certified as a HUB, M/WBE or Disadvantaged Business Enterprise (DBE) by either the State of Texas Building and Procurement Commission, the City of Austin, or the Texas Unified Certification Program and must hold a current certification at the time the Contract or Subcontract is signed.

Attachment 3 will be incorporated by reference in the Agreement and will become part of the Agreement.

10.0 QUALIFICATIONS:

10.1 Consultant Personnel and Firm Qualifications:

- 10.1.1 Consultant shall be regularly engaged in the business of marketing, marketing analysis, and/or development of marketing plans, and have produced at least one (1) similar plan for another park, preserve, or recreation agency.

- 10.1.2 Individuals assigned by Consultant to work on this project shall include the president or a principle with an equivalent to a masters degree in marketing or related field or a minimum of ten (10) years related experience. Additional staff shall have a minimum of a bachelors degree in marketing or a minimum six (6) years experience. (Reference Attachment 5 - Qualifications Questionnaire.)
- 10.1.3 The Consultant and its Subcontractors maybe expected to work with any other company under contract with Travis County working on the same projects, typically but not limited to remediation contractors.
- 10.2 Subcontractors Qualifications:
 - 10.2.1 All Subcontractor firms and personnel shall have the same qualifications as the Consultant.
 - 10.2.2 The Consultant will submit the names of Subcontractors and Subcontractor personnel it proposes to use in this scope of work (Reference Attachment 5 – Qualifications Questionnaire, Item 13).
 - 10.2.3 Travis County will promptly inform the Consultant in writing as to whether or not, after due diligence, it has reasonable objection to any such proposed person or entity. Failure of Travis County to so inform the Consultant within five (5) calendar days after submission shall constitute notice of no reasonable objection.
 - 10.2.4 The Consultant shall request approval in advance and in writing from Travis County for any substitution of any Subcontractor, person, or entity previously selected and shall not commence the substitution unless Travis County fails to make a timely and reasonable objection to such substitution.

PART I, SECTION B -REQUIRED DOCUMENTATION

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

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

- 2.0 To achieve a uniform review process and to obtain a maximum degree of comparability, Travis County requires that proposals be submitted with **an original (marked "original") and four (4) copies**. These must include the following:
- 2.1 Title Page - The title page must show the RFS subject and number; the offeror's name; the name, address, and telephone number of a contact person; and the date of the proposal.
 - 2.2 Transmittal Letter – The offeror must submit a signed letter: (i) briefly addressing the offeror's understanding of the work to be done; (ii) stating the offeror's commitment to do the work detailed within this RFS; and (iii) including a statement explaining why the offeror believes itself to be best qualified to do the required work.
 - 2.3 Detailed Proposal - The detailed proposal must address the ability to provide services for each requirement in this RFS, including responses to the following items (Reference Attachment 4 – Qualifications Questionnaire):
 - 2.3.1 What is the number, location, and experience level of staff who will be providing services requested in this RFS? Provide a professional resume for each staff member designated to work with Travis County, listing their work experience, professional certifications, honors, awards, etc.
 - 2.3.2 How long has the offeror been providing the type of services described in this RFS?
 - 2.3.3 Does your company intend to subcontract any of the work to be performed under the Scope of Services to another company? If so, what part, what percentage, and to whom?
 - 2.4 Offeror References - The offeror must furnish references for at least three (3) contracts in which the offeror has provided services in the continental U.S. within the last five (5) years, **of which one (1) must be a marketing plan for another park, preserve or recreation agency**. These references must include: (a) a description of the service and location of the contract; and (b) the name, address and telephone number of at least one (1) person that represents the offeror's customer. Travis County may contact or visit

any of the listed customers to evaluate the services proposed in response to this RFS (Reference Attachment 5 – Qualifications Questionnaire, Item 15).

- 2.5 Description of offeror - The description must include services the offeror provides, the number of employees both inside and outside of Travis County, and a description and location of service facilities (Reference Attachment 5 – Qualifications Questionnaire).
- 2.6 Offeror Representative – The offeror must include the name of the person designated to answer technical and contractual questions with respect to the proposal along with their telephone numbers.
- 2.7 Cost Proposal - Offerors shall provide a Fee Schedule (Attachment 1), indicating its method of billing, i.e. hourly rates, fixed fee, etc. in the performance of the contract.

3.0 Offerors must complete and return the following documents with their proposal:

3.1* Fee Schedule (Attachment 1)

NOTE: Attachment 1 will become part of the resulting contract.

3.2* Ethics Affidavit (Attachment 2), including the accompanying Exhibits A and B

3.3* HUB Declaration and List of Certified HUB Subcontractors (Attachment 3)

3.4* Determination of Good Faith Effort (Attachment 4)

3.5* Qualifications Questionnaire (Attachment 5)

3.5 All other information required by this RFS

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

4.0 Offeror must submit the insurance documentation within ten (10) calendar days of contract award and before commencement of the work.

5.0 Offeror shall complete the Conflict of Interest Questionnaire attached to this RFS as Attachment 6. Within seven (7) business days of submitting its proposal, Offeror shall file the questionnaire with the County Clerk, Elections Division, 5501 Airport Boulevard, Austin, Texas 78751. Chapter 176 of the Texas Local Government Code requires Offeror to do the following: (a) update this questionnaire by September 1, 2007, and each year thereafter if Offeror receives the contract award, and continues under contract with County; and (b) if any statement on this submitted questionnaire becomes incomplete or inaccurate, submit an updated, completed questionnaire, not later the seventh (7th) business day after the date of an event that makes a statement in the questionnaire incomplete or inaccurate. Offeror should note that the law requires the County to provide access to this questionnaire on the official Travis County Internet Website.

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

ATTACHMENT 1
FEE SCHEDULE

Note: This Fee Schedule will be incorporated into the resulting contract (See Part I, Section C – Additional Information, paragraph 2.5, which shows Price is valued at a maximum of 25 points).

Reimbursable Expenses – The term “Reimbursable Expenses” means expenses for Reproduction Cost, that is in addition to the expenses in the Fee Schedule, and includes only actual expenditures made by the Consultant in the course of performing work under the contract. Reimbursable Expenses are reimbursed at cost plus a negotiated fee.

ATTACHMENT 2

ETHICS AFFIDAVIT

STATE OF TEXAS}
COUNTY OF TRAVIS}

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Business Name of Offeror: _____

County of Offeror: _____

Affiant on oath swears that the following statements are true:

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

Signature of Affiant

Address

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

Notary Public, State of Texas

Typed or printed name of notary

My commission expires:

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
November 7, 2006

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge.....	Samuel T. Biscoe	
County Judge (Spouse) ..	Donalyn Thompson-Biscoe	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant.....	Dan Smith	
Executive Assistant.....	Melissa Velasquez*	
Commissioner, Precinct 1.....	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis.....	Seton Hospital
Executive Assistant.....	Chris Fanuel	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt*	
Executive Assistant	Loretta Farb*	
Executive Assistant	Sandra Ramos*	
Executive Assistant	Daniel Bradford*	
Commissioner, Precinct 3.....	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse)	Charlyn Daugherty.....	Commemorative Brands, Inc.
Executive Assistant.....	Robert Moore	
Executive Assistant.....	Martin Zamzow	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra*	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative.....	Alicia Perez	
Executive Manager, Budget & Planning	Christian Smith	
Exec. Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR	Joseph Gieselman	
Travis County Attorney	David Escamilla	
First Assistant County Attorney ...	Randy Leavitt	
Executive Assistant, Civil Division	Jim Collins	
Director, Transactions Division ...	John Hille	
Attorney, Transactions Division ...	Tamara Armstrong	
Attorney, Transactions Division ...	Tom Nuckols	
Attorney, Transactions Division ...	Mary Etta Gerhardt	
Attorney, Transactions Division ...	Barbara Wilson	
Attorney, Transactions Division ...	Jim Connolly	
Attorney, Transactions Division ...	Tenley Aldredge	
Attorney, Transactions Division ...	Julie Joe	
Attorney, Transactions Division ...	Stacy Wilson	
Purchasing Agent	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent.....	Bonnie Floyd, CPPO, CPPB	
Purchasing Agent Assistant IV	Diana Gonzalez	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Oralia Jones, CPPB	
Purchasing Agent Assistant IV	Lori Clyde, CPPB	
Purchasing Agent Assistant IV	Vic Chanmugam, C.P.M.*	
Purchasing Agent Assistant IV	Jorge Talavera*	

RFS #S070230-JW, Marketing Plan for Travis County Parks

CURRENT - continued

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
Purchasing Agent Assistant III	Vania Ramaeker*	
Purchasing Agent Assistant III	Michael Long, CPPB	
Purchasing Agent Assistant III	Rebecca Gardner	
Purchasing Agent Assistant III	Rosalinda Garcia	
Purchasing Agent Assistant III	Loren Breland	
Purchasing Agent Assistant II	Donald E. Rollack	
Purchasing Agent Assistant II	Nancy Barchus, CPPB	
HUB Coordinator.....	Sylvia Lopez	
HUB Specialist	Betty Chapa	
HUB Specialist	Jerome Guerrero	
Purchasing Business Analyst.....	Scott Worthington	
Travis County Parks Division Director	Charles Bergh	
Travis County Parks Division Manager	Roy Turley	

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Executive Assistant.....	Joe Vela	05/15/07
Commissioner, Precinct 2	Karen Sonleitner	12/29/07
Executive Assistant.....	Gretchen Vaden	12/29/07
Executive Assistant.....	Ann Denkler	12/29/07

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

EXHIBIT B
DISCLOSURE

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

If no one is listed above, offeror warrants that offeror is not doing business and has not done business during the 365 calendar day period immediately prior to the date on which this contract is made/entered with any Key Contracting Person.

ATTACHMENT 3

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Travis County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to **Certified HUB Contractors/Vendors**.

It is the policy of the Travis County Purchasing Office to ensure a good faith effort is made to assist Certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-Owned Business goals adopted by the Travis County Commissioners Court. Our goals for HUB contractor/vendor participation, as well as HUB subcontractor participation, in the area of **SERVICES** are as follows:

Overall MBE Goal: 14.1%; **Sub-goals:** 2.5% African-American, 9.9% Hispanic, 1.7% Native/Asian American **Overall WBE Goal:** 15.0%

To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification, with any of the three agencies listed below. Please attach copy of certificate.

Vendor/Contractor: _____

Certified as a HUB or an MBE/WBE/DBE source: ☐ Yes ☐ No HUB Status (Gender & Ethnicity): _____

If yes, by whom: ☐ State of Texas Building and Procurement Commission ☐ City of Austin ☐ Texas Unified Certification Program

SUGGESTED DATABASE DIRECTORIES TO VIEW WHEN SOLICITING HUB SUBCONTRACTORS

State: www.tbpc.state.tx.us/cmb1; City: www.ci.austin.tx.us/purchasing; TUCP: www.tucp.org

LIST OF CERTIFIED HUB SUBCONTRACTORS
(DUPLICATE AS NECESSARY)

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): ☐ Texas Building and Procurement Commission ☐ City of Austin ☐ Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: (____) _____

Subcontract Amount: \$u_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): ☐ Texas Building and Procurement Commission ☐ City of Austin ☐ Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: (____) _____

Subcontract Amount: \$u_____ Description of Work to be Performed: _____

ATTACHMENT 4
DETERMINATION OF "GOOD FAITH EFFORT" (GFE) CHECKLIST
 (Request for Qualifications)

INSTRUCTIONS: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for Subcontracting opportunities, the following checklist and supporting documentation, shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

DID THE PRIME CONTRACTOR/CONSULTANT:

- | | | |
|-----|----|---|
| Yes | No | 1. to the extent practical, and consistent with standard and prudent industry practices, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| Yes | No | 2. notify in writing three or more HUBs, allowing no less than five working days prior to bid submission, of the planned work to be subcontracted? |
| Yes | No | 3. provide HUBs that were genuinely interested in bidding on a subcontract, adequate information regarding the project (<i>i.e. plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization</i>). |
| Yes | No | 4. negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| Yes | No | 5. document reasons HUBs were rejected ? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| Yes | No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

If "NO" was selected, please explain and include any pertinent documentation with your bid.

SUGGESTED RESOURCES WHEN SOLICITING SUBCONTRACTORS

TRADE ASSOCIATIONS	PHONE (512)	FAX	E-mail
Asian Contractors and Trade	926-5400	926-5410	Acta@cs.com
Austin Black Contractors	927-8290	467-9808	Brc-pro@swbell.net
Austin Hispanic Contractors	929-3363	929-3368	Hcanotas@aol.com
Austin Metropolitan United Black Contractors	784-1891	255-1451	Unism@sbcglobal.net
Austin Minority Trade	No information found.		
CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES	CERTIFYING AGENCIES VENDOR DATABASE WEBSITES		
State of Texas Centralized Master Bidders List	www.tbpc.state.tx.us/cmbl		
City of Austin Minority Vendor Database	www.ci.austin.tx.us/purchasing		
Texas Unified Certification Program	www.tucp.org		

Printed Name of Authorized Representative _____ Title _____

Signature _____ Date _____

ATTACHMENT 5
QUALIFICATIONS QUESTIONNAIRE
FOR MARKETING PLAN FOR TRAVIS COUNTY PARKS

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

- 1. Name of Firm:

- 2. Address of Corporate Headquarters:

- 3. Address of Local Office If Different:

- 4. Date of Organization (Month/Year)_____

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

- 6. Type of Organization:_____Individual, Partnership, Association, Corporation or other form

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

- 8. List of Principals, Titles, Degrees:

FIRM EXPERIENCE AND QUALIFICATIONS

9. Number of years performing Marketing Plans:_____
10. Variety of firm experience. Insert the number of projects (in the "Number of Projects" column below) and provide a brief project description. Estimated project numbers should be noted with an asterisk (*).

Number of Projects	Project Description	Dollar Value

11. Identify any certifications, licenses or association memberships held by the firm that are pertinent to the services solicited under this RFS and that offeror believes will contribute to the success of the projects contemplated in this RFS.

[illegible]

12. List current number of full-time employees of the firm (actually providing services) in each category.

Category		Total Number of Employees
Masters in Marketing		
Masters in Marketing Research		
Advertising		
Marketing Analysis		
Other Support Personnel		
	Total	

13. Identify any subcontractors that you plan to use to provide services under this contract.

Name	Location	Scope of Services

14. Provide references for at least three (3) contracts under which similar services have been provided within the last five (5) years. Include a description of the services, location of contract and the name, address and telephone number of at least one (1) person representing the customer that received the services.

Location:	Date(s) of Work:
Description of Services	
Name: _____	
Address: _____	
Telephone Number: _____	

Location:	Date(s) of Work:
Description of Services	
Name: _____	
Address: _____	
Telephone Number: _____	

Location:	Date(s) of Work:
Description of Services	
Name:	
Address:	
Telephone Number:	
Location:	Date(s) of Work:
Description of Services	
Name:	
Address:	
Telephone Number:	

PROJECT TEAM EXPERIENCE AND QUALIFICATIONS

- 15. Attach a Project Management Chart showing the team members, areas of responsibility and the team organization structure. Show subcontractors where applicable.
- 16. Attach a list of all pertinent work performed by the members of the team during the past three (3) years that is relevant to and that you believe will contribute towards the success of the project contemplated in this RFS.
- 17. Project Manager – List the name(s) of persons who will be directly responsible for performance of services under this contract and indicate the number of years of experience managing projects of similar size. Attach resume(s) describing specific related experience.

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

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

ATTACHMENT 6 – CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ		
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received			
1 Name of person doing business with local governmental entity.				
☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)				
3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.				
4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.				

Adopted 01/13/2006

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

- 5** Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes

☐ No

- B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes

☐ No

- C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

- D. Describe each affiliation or business relationship.

- 6** Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

PART I, SECTION C - ADDITIONAL INFORMATION

1.0 PROPOSAL DISCLOSURE:

Proposals will be opened in a manner so as to avoid disclosure of the contents to competing offerors. They will be kept secret during the evaluation process; however, all proposals will be open for public inspection after award except for information that qualifies as trade secrets and confidential information under the Texas Public Information Act, if such information is identified by the offeror in its proposal.

2.0 EVALUATION FACTORS:

In reviewing responses to this RFS, Travis County will consider the following evaluation factors, of which price is only one, as well as any other information that comes to the County's attention that County deems relevant.

	<u>Evaluation Factors</u>	<u>Points</u>
2.1.	Meets Minimum Qualifications	5
2.2.	Provided Required Number of References	5
	References included a minimum of 1 related agency	10
	References in regard to related work	10
2.3.	Samples of Marketing Plans Provided	5
	Samples included Park, etc related projects	10
	Quality of Submitted Samples	10
2.4	HUB involvement	20
2.5	Price	<u>25</u>
	TOTAL	100

3.0 METHOD OF AWARD:

The award of a contract shall be based on the demonstrated competence, experience and qualifications of the offeror(s) whose proposal is determined to represent the best value for Travis County, resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors listed above. Travis County reserves the right to award a contract to more than one offeror.

PART I, SECTION D - NEGOTIATIONS

1.0 NEGOTIATIONS:

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

2.0 DEVIATIONS:

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

3.0 REJECTION OF PROPOSALS:

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

4.0 PROTESTS:

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

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

PART II **SCOPE OF SERVICES**

(NOTE: This Scope of Services will become Attachment A to the Agreement at the time of contract award.

1. Scope of Services

1.1 Marketing Plan Specifics

1.1.1 Plan shall provide Travis County with an understanding and knowledge of the parks, preserves, trails and amenities of the Travis County parks system and the programs and services offered, for both present and future growth (as identified through Strategic Analysis of potential residents), to meet the needs and expectations of residents, and when necessary, expand Travis County Parks marketing to reach those residents. Plan shall include mechanisms to connect the parks system with the community and communicate in a manner that reaches targeted audiences. Travis County assists in providing detailed information to be included in the plan as available. Final deliverable is a fully detailed written 10 year marketing plan for Travis County Parks.

1.1.2 The purpose of the marketing plan is to assist Travis County to:

- ◇ Understand where Travis County Parks is now;
- ◇ Build on the work and history developed by Travis County Parks;
- ◇ Optimize limited marketing resources;
- ◇ Identify marketing opportunities;
- ◇ Identify marketing priorities;
- ◇ Implement marketing strategies to attract new visitors and retain current users;
- ◇ Enhance sponsorship, advertising, resource development and partnership opportunities to promote awareness and participation in Travis County Parks;
- ◇ Use consistent messages and images to strengthen and position Travis County Parks in the marketplace;

1.2 Consultant Duties

1.2.1 In preparing for the marketing plan for Travis County Parks the consultant shall:

- ◇ Collaborate closely with stakeholders including Travis County Parks staff and other County departments, community partners including but not limited to the Lower Colorado River Authority;
- ◇ Review current trends in parks and recreation;

- ◇ Identify key markets and significant marketing opportunities;
- ◇ Make multi-year presentations that are achievable within the resources available. Recommendations should include:
 - How Travis County Parks should be branded and the messaging required to support the branding;
 - Demographics of Users/Potential Users;
 - User Groups Identification;
 - Mission Statement update if needed. Currently: *“To provide the citizens of Travis County a sustainable system of signature parks and nature preserves linked by greenbelts and riparian corridors, that furnishes recreational and educational opportunities and protects endangered species and significant natural and cultural resources”*;
 - Environmental Factors,
 - Opportunities and Threats: Economic, Political, Social, Cultural, and Technology;
 - Public Information and Relations Strategies. Current Travis County Parks Vision: *“Providing enjoyable park and recreational opportunities where everyone can play, learn, and grow.”*;
 - The channels most suitable for promoting and positioning Travis County Parks;
 - A consistent method of collecting and monitoring primary on-going research, including visitor satisfaction information to evaluate current marketing initiatives and establish new marketing directions;
 - An outline of specific implementation strategies within the Travis County Parks’ limited marketing budget;

1.2.2 The Consultant shall prepare preliminary and final versions of the marketing plan and present drafts of the marketing plan to Travis County Parks staff within 120 days of Notice to Proceed. After this feedback from this presentation, the Consultant shall prepare the final marketing plan.

1.2.3 The Consultant shall prepare at least twenty (20) high quality printed copies of the Plan and two (2) electronic versions suitable for printing, sealed in a manner that prevents damage or shifting in a suitable container and delivered to addresses specified by Travis County Parks.

DRAFT

AGREEMENT

BETWEEN

**TRAVIS COUNTY
AND**

FOR

MARKETING PLAN FOR TRAVIS COUNTY PARKS

CONTRACT NO. PS070230JW

PART III
DRAFT AGREEMENT

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GENERAL PROVISIONS

**AGREEMENT
BETWEEN TRAVIS COUNTY AND [_____]
FOR DEVELOPMENT OF MARKETING PLAN
FOR TRAVIS COUNTY PARKS**

This Agreement is entered into by the following parties:

Travis County, a political subdivision of the State of Texas ("County"), and

_____, [insert description of entity here, *i.e.* a Texas company], ("Consultant").

RECITALS

County issued a Request for Services Number RFS # S070230-JW (the "RFS") for proposals from qualified firms for services related to analyzing and assessing the marketing needs and strategies most appropriate for Travis County Parks.

Consultant submitted the successful proposal under the RFS.

AGREEMENT

In consideration of the mutual covenants in this agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1.0 GENERAL DEFINITIONS:

1.1 "Agreement" means this Agreement and all attachments. The attachments enumerated below are part of this Agreement, and constitute promised performances by Consultant:

- 1.1.1 Attachment A – Scope of Services
- 1.1.2 Attachment B – Fee Schedule
- 1.1.3 Attachment C – Insurance Requirements
- 1.1.4 Attachment D – Ethics Affidavit
 - 1.1.4.1 Exhibit 1: Key Contracting List
 - 1.1.4.2 Exhibit 2: Disclosure
- 1.1.5 Attachment E – Portions of Consultant's Proposal

1.2 "Auditor" means the Travis County Auditor or her designee.

1.3 "Commissioners Court" means Travis County Commissioners Court.

1.4 "County Building" means any County-owned buildings or buildings leased by County.

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 or 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;
- but does not include:
- 1.5.3 Any payments, receipts, loans, or receipts of a loan which are less than \$25.00 per calendar year in the aggregate; or
 - 1.5.4 Any retail transaction for goods or services sold to a key contracting person at a posted, published, or marked price available to the general public.
- 1.6 "Key Contracting Person" means any person or business listed in Attachment D, Exhibit 1.
 - 1.7 "Purchasing Agent" means the Travis County Purchasing Agent.
 - 1.8 "County" means Travis County, Texas.
 - 1.9 "Historically Underutilized Business" or "HUB" means a business (including, without being limited to, a sole proprietorship, partnership, corporation, joint venture or any other business or professional entity) formed for the purpose of making a profit in which at least fifty-one percent (51%) of all classes of the shares of stock or their equitable securities are owned by one or more persons who meet the following criteria:
 - 1.9.1 Socially disadvantaged because of their identification as members of certain groups; and
 - 1.9.2 Member(s) having a proportionate interest and demonstrate active participation in the control, operation and management of the corporation's affairs;
 - 1.9.3 Black Americans, Hispanic Americans, Asian Pacific Americans, Native Americans, Women of any ethnicity.
 - 1.10 "Owned, managed, and independently controlled" means that one or more socially disadvantaged person(s) who own the requisite interests in or assets of a business applying for Historically Underutilized Business (HUB) certification, possess equivalent incidents of such ownership, including an equivalent interest in profit and loss, and have contributed an equivalent percentage of capital, equipment and/or expertise to the business. Ownership is measured as, though not subject to, the community property interest of a spouse, if both spouses certify in writing that the non-participating spouse relinquishes control to his or her spouse over his or her community property as the separate property of the spouse. The one or more socially disadvantaged owner(s) shall have recognized ultimate control over all day-to-day business decisions affecting the HUB and hold a title commensurate with such control. Such ultimate

control shall be known to and at least tacitly acknowledged in day-to-day operations by employees of the business, and by those with whom business is conducted.

2.0 CONSULTANT PERFORMANCE OF SERVICES

- 2.1 During the term of the contract, Consultant shall perform, in a timely manner, the services and activities described in Attachment A and Attachment D of this Agreement in accordance with the terms and conditions stated throughout this Agreement. Consultant shall perform all services and activities under this contract in a professional manner, at a standard acceptable for similar services in Travis County and in a prompt and efficient manner.
- 2.2 Delivery of all reports and services under this contract shall be FREE ON BOARD to final destination at the address for the Project Manager. The Project Manager is Roy Turley, Travis County Parks Manager, TNR.
- 2.3 Consultant shall communicate all requests for direction relating to services performed under this Agreement to Project Manager. However, Project Manager shall not serve as the agent of Travis County or the Travis County Commissioners Court for any other purpose than conveying factual or statistical information. Consultant may communicate requests for factual or statistical information relating to services performed pursuant to this Agreement to Project Manager and may rely on all factual or statistical information supplied by Project Manager in response to these requests.
- 2.4 All work products produced for delivery to the County under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by Consultant shall become property of the County upon receipt; provided that Consultant may retain copies of all work products.

2.0 GENERAL CONDITIONS:

Consultant represents that he has thoroughly examined the drawings, requirements, schedule, instructions and all other contract documents. Consultant has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.

3.0 PERIOD OF SERVICE:

This Agreement becomes effective upon approval by the Commissioners Court and remains in full force and effect for one (1) year.

4.0 CONSULTANT CERTIFICATIONS:

- 4.1 Consultant certifies that he is a duly qualified, capable, and otherwise bondable business entity, that he is not in receivership and does not contemplates it, and that he has not

filed for bankruptcy. He further certifies that his business, company, corporation or partnership is not currently delinquent with respect to payment of property taxes within Travis County.

- 4.2 Consultant warrants that all applicable copyrights, licenses, patents, trade and service marks, and all other proprietary and intellectual property rights which may exist on materials used in this Agreement have been adhered to and further warrants that County is not liable for any infringement of those rights and that any rights granted to County shall apply for the duration of this Agreement. Consultant shall indemnify and hold harmless County, its officers, agents and employees from and against all claims, losses, damages, causes of action, suits, judgments, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising out of or in connection with any alleged or actual infringement of existing copyrights, licenses, patents, trade and service marks, and all other proprietary and intellectual property rights applicable to materials used for or in connection with this Agreement.

5.0 DISPUTES AND APPEALS:

The Purchasing Agent acts as the County representative in the issuance and administration of this Agreement. 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 the Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Consultant must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Consultant's satisfaction, Consultant may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Consultant then has the right to be heard by Commissioners Court.

6.0 INDEPENDENT CONTRACTOR:

The parties expressly acknowledge and agree the Consultant is an independent contractor, operating solely in the capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. No employee of Consultant shall be considered an employee of County, or gain any rights against County pursuant to the County's personnel policies. Both parties expressly acknowledge and agree that none of Consultant's employees have a contractual relationship with the County.

7.0 PAYMENTS:

- 7.1 Payment shall be made by check or warrant within thirty (30) days of receipt by County Auditor of an acceptable invoice, and upon satisfactory delivery and acceptance of products and services. Consultant shall submit invoices to the address below for orders placed by the Purchasing Agent.

Travis County TNR
Attn.: Roy Turley, Travis County Parks Manager
P.O. Box 1748
Austin, Texas 78767

7.2 For purposes of payment discounts, time begins upon satisfactory delivery of goods and services and/or submission of an acceptable invoice, whichever is later. Partial payments are not made unless specifically requested by Consultant and approved by County prior to contract award.

7.3 As a minimum, invoices shall include: (i) name, address, and telephone number of Consultant and similar information in the event payment is to be made to a different address, (ii) County contract or Purchase Order number, (iii) identification of item(s) or service(s) as outlined in the Agreement, (iv) quantity or quantities, applicable unit prices, total prices, and total amount, and (v) any additional payment information which may be called for by this Agreement.

8.0 INTEREST ON OVERDUE PAYMENT:

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

9.0 DISCOUNTS:

For prompt payment discounts, time will be computed from the date of receipt of services or from the date a correct invoice is received, whichever later. Payment is deemed to have been made on the date of mailing the check or warrant.

10.0 OFFICIALS NOT TO BENEFIT:

If a member of the Commissioners Court belongs to a cooperative association, County may purchase equipment, supplies or services from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11.0 COVENANT AGAINST CONTINGENT FEES:

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

12.0 CHANGE OF NAME AGREEMENTS:

The Consultant is responsible for the performance of this Agreement. If a change of name is required pursuant to action initiated by the Consultant, Consultant shall notify the Purchasing Agent immediately. No change in the obligation of the Consultant is recognized until such change is approved by Commissioners Court.

13.0 FORCE MAJEURE:

If the performance by the County of any of its obligations hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party hereto, then County shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

14.0 TERMINATION FOR DEFAULT:

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

15.0 TERMINATION FOR CONVENIENCE:

County reserves the right to terminate this Agreement upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be made when termination is authorized under any other provisions of this Agreement, and termination for convenience shall not be taken with the intention of

awarding the same or similar contract requirements to another source. In the event of such termination the County shall pay the Consultant those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with Agreement prior to termination, provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Consultant is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the cost of supplies or materials obtained for use under this Agreement, said supplies or materials shall become the property of County and shall be delivered to the FOB point shown herein, or as designated by the Purchasing Agent. County shall not be liable for loss of any profits anticipated to be made hereunder.

16.0 CHANGES:

16.1 Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made by written change order signed by both parties. The Purchasing Agent may at any time, by written document, make changes within the general scope of this Agreement in any one of the following:

16.1.1 Description of services;

16.1.2 Place of delivery;

16.1.3 Any aspect of this Agreement to correct errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of this Agreement and does not result in expense to the Consultant.

16.2 It is acknowledged by Consultant that NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE SCOPE OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.

16.3 If any change under this Section causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Commissioners Court may make an equitable adjustment in the price, the delivery schedule, or both, and modify this Agreement. The Consultant must submit any "proposal for adjustment" within thirty (30) calendar days after the date of receipt of the written order.

16.4 Consultant shall submit all requests for alterations, additions or deletions of the terms of this contract or any attachment to it to the Purchasing Agent. The Purchasing Agent shall present Consultant's requests to Commissioners Court for consideration.

17.0 COUNTY ACCESS:

Consultant shall give the County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or

property belonging to or in use by Consultant pertaining to this Agreement at reasonable periods. These rights to access shall continue as long as the records are retained by Consultant.

18.0 SUBCONTRACTS:

Consultant shall make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to participate as subcontractors. Consultant shall not enter into any subcontracts for any service or activity relating to the performance of this Agreement without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONSULTANT THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.

19.0 MONITORING:

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

20.0 ASSIGNMENT OF CONTRACT OR MORTGAGE:

20.1 The parties to this Agreement shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS AGREEMENT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY COMMISSIONERS COURT.

20.2 The terms, provisions, covenants, obligations and conditions of this Agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Agreement if the assignment or transfer is made in compliance with the provisions of this Agreement.

20.3 Consultant remains responsible for the performance of this Agreement when there is a change of name or change of ownership. If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Consultant will be recognized until it is approved by Commissioners Court.

21.0 CIVIL RIGHTS/ADA COMPLIANCE:

Consultant shall provide all services and activities required by this contract in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities

Act of 1990, Public Law 101-336 [S.933] if Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

22.0 GRATUITIES:

Consultant shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Agreement. County may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by the Consultant or any agent or representative of the Consultant, to any County official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Consultant at least three times the cost incurred by Consultant in providing the gratuities.

23.0 FORFEITURE OF CONTRACT:

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

23.1.1 Consultant was doing business at the time of submitting its proposal or had done business during the 365 day period immediately prior to the date of which its proposal was due with one or more Key Contracting Persons if Consultant has not disclosed the name of any such Key Contracting Person in its proposal which is expressly incorporated in this Agreement; or

23.1.2 Consultant does business with a Key Contracting Person after the date on which the proposal that resulted in this Agreement and prior to full performance of the contract and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court and to the County Clerk within ten (10) calendar days commencing business with that Key Contracting Person.

24.0 NOTICES:

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

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

Cyd Grimes, C.P.M.

**Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748**

- 24.3 The address of the Consultant for all purposes under this contract and for all notices hereunder shall be the address shown in the Notice of Award.
- 24.4 Each party may change the address for notice to it by giving notice of the change in compliance with this Section.

25.0 CONSTRUCTION OF CONTRACT:

- 25.1 Law and Venue. This Agreement is governed by the laws of the United States of America and Texas and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 25.2 Severability. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- 25.3 Headings. Headings and titles at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Agreement.
- 25.4 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this Agreement are stated in Central Standard Time from 2:00 o'clock a.m. on the first applicable day in October until 2:00 o'clock a.m. on the first applicable day in March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the first applicable day in March until 2:00 o'clock a.m. on the first applicable day in October.
- 25.5 Gender and Number: Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.

26.0 ENTIRE CONTRACT:

All oral and written agreements between Consultant and County relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

27.0 CONSULTANT LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:

- 27.1 Consultant shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Consultant under this Agreement.
- 27.2 If any claim, or other action, that relates to Consultant's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Consultant; Consultant shall give written notice to County in compliance with section 20 of the Agreement of the following information:
 - 27.2.1 the existence of the claim, or other action, within ten (10) working days after being notified of it;
 - 27.2.2 the name and address of the person, firm, corporation or other entity that made a claim, or that instituted any type of action or proceeding;
 - 27.2.3 the alleged basis of the claim, action or proceeding;
 - 27.2.4 the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - 27.2.5 the name or names of any person against whom this claim is being made.
- 27.3 Except as otherwise directed, Consultant shall furnish to County copies of all pertinent papers received by Consultant with respect to making these claims or actions and all court pleading related to the defense of these claims or actions.

28.0 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REQUIREMENTS.

- 28.1 In consideration of award of this Agreement to the CONSULTANT, the CONSULTANT agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form which was provided with the CONSULTANT's Qualifications Statement. Identification of this relationship should be accomplished through completion of the NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HUBs Form, attached hereto as Attachment F and made a part hereof. The NOI form should be signed by both the CONSULTANT and HUB Subconsultant, with a separate form submitted for each Subconsultant, and provided to the Purchasing Agent within five (5) working days after Notification of Contract Award.
- 28.2 During the performance of this Agreement, the CONSULTANT is requested to provide payment information on each HUB Subconsultant using the attached HUB SUBCONTRACTOR/SUBCONSULTANT PAYMENT REPORT Form, attached hereto as Attachment G and made a part hereof. This form should be submitted with each invoice from which a HUB Subconsultant will be paid. For additional

information, refer to the completion instructions on the form.

- 28.3 No changes or substitutions shall be made for the HUB Subconsultants unless such substitution is also a HUB. Any substitution or changes must have prior approval of the Travis County Purchasing Agent or HUB Coordinator. To request a change the HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE Form, attached hereto as Attachment H must be completed and submitted to the HUB Office. Should there not be a HUB firm available as a replacement, CONSULTANT may request an exemption from this requirement from the Purchasing Agent or HUB Coordinator.
- 28.4 Prime contractors must obtain pre-approval from the Travis County Purchasing Agent and/or the HUB Coordinator of all changes involving Certified HUB Subcontractors. Modifications to the HUB Subcontractor Participation Plan are permitted only after award of the bid and solely with the prior written approval of the Purchasing Office.

29.0 ORDER OF PRECEDENCE:

In the event of inconsistency between provisions of this Agreement, the inconsistency shall be resolved in the following manner:

The Scope of Services (including all requirements provided with each Work Order) overrides all other documents;

The terms and conditions of the Agreement override all documents except the Scope of services;

The Fee Schedule overrides all documents except the Agreement and the Scope of Work.

30.0 ADDITIONAL GENERAL PROVISIONS:

- 30.1 County may assign any of its obligations under this Agreement.
- 30.2 Consultant must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Agreement.
- 30.3 Consultant must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- 30.4 Consultant must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Consultant.
- 30.5 Despite anything to the contrary in this contract, if the Consultant is delinquent in payment of property taxes at the time of providing services, Consultant hereby assigns an amount of the contract price equal to the amount Consultant is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

31.0 DESIGNATED COUNTY HOLIDAYS 2007:

No deliveries will be accepted on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY	2007
New Years Day.....	Monday..... Jan.....01, 2007
Martin Luther King's Day.....	Monday..... Jan.....15, 2007
President's Day Observed.....	Monday..... Feb.....19, 2007
Memorial Day Observed.....	Monday..... May....28, 2007
Independence Day.....	Wednesday.... Jul.....04, 2007
Labor Day.....	Monday..... Sep.....03, 2007
Veteran's Day.....	Monday..... Nov....12, 2007
Thanksgiving Day.....	Thursday..... Nov....22, 2007
Friday after Thanksgiving.....	Friday..... Nov....23, 2007
Day before Christmas Day.....	Monday..... Dec.....24, 2007
Christmas Day.....	Tuesday..... Dec.....25, 2007

32.0 MEDIATION:

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed-upon mediator or a person appointed by a court of competent jurisdiction for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, §154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, §154.073, unless both parties agree, in writing, to waive the confidentiality.

33.0 TIN REQUIRED:

Consultant 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 rule and regulations, before any funds are payable.

34.0 WAIVER OF DEFAULT:

34.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Consultant which then exists or may subsequently exist. NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY MAY WAIVE ANY BREACH OF ANY TERM OR CONDITION OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.

34.2 All rights of County under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right

or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

35.0 CERTIFICATION OF ELIGIBILITY:

This provision applies if the anticipated contract exceeds \$100,000. Consultant certifies that at the time of submission of its proposal, he/she was not on the Federal Government's list of suspended, ineligible, or debarred contractors and that Consultant has not been placed on this list between the time that its proposal was submitted and the time of execution of this Agreement. If Consultant is placed on the list during the term of this Agreement, Consultant shall notify the Travis County Purchasing Agent. False certification or failure to notify may result in terminating this contract for default.

36.0 FUNDING:

Funds for payment on this Agreement have been provided through the County budget approved by Commissioners Court for this fiscal year only.

37.0 FUNDING OUT:

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

38.0 TEXAS PUBLIC INFORMATION ACT:

Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney General's Office.

39.0 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.

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

THE CONSULTANT:

By: _____

Printed Name: _____

Title: _____

By Authorized Representative

Date: _____

TRAVIS COUNTY:

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

AVAILABILITY OF FUNDS CONFIRMED:

By: _____

Susan Spataro
Travis County Auditor

APPROVED AS TO FORM:

By: _____

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

APPROVED AS TO FORM:

By: _____

Tenley A. Aldredge
Assistant County Attorney

ATTACHMENT A
SCOPE OF SERVICES

(Section II of the RFS and changes resulting from negotiations will be inserted and made a part of this Agreement at the time of contract award)

ATTACHMENT B
FEE SCHEDULE

(The successful Offeror's Fee Schedule, and any changes agreed upon during negotiations, will be inserted at the time of Contract Award)

ATTACHMENT C
INSURANCE REQUIREMENTS

During the life of this Agreement, the Consultant shall provide and maintain the following insurance:

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

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

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

ATTACHMENT D

ETHICS AFFIDAVIT

STATE OF TEXAS}
COUNTY OF TRAVIS}

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Business Name of Consultant: _____

County of Consultant: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Consultant to make this affidavit for Consultant.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Consultant has received the list of key contracting persons associated with this Request for Services 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 Consultant is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in Exhibit 2.

Signature of Affiant

Address

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

Notary Public, State of Texas

Typed or printed name of notary

My commission expires:

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
November 7, 2006

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	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant.....	Dan Smith	
Executive Assistant.....	Melissa Velasquez*	
Commissioner, Precinct 1.....	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis.....	Seton Hospital
Executive Assistant.....	Chris Fanuel	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt*	
Executive Assistant	Loretta Farb*	
Executive Assistant	Sandra Ramos*	
Executive Assistant	Daniel Bradford*	
Commissioner, Precinct 3.....	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse)	Charlyn Daugherty	Commemorative Brands, Inc.
Executive Assistant.....	Robert Moore	
Executive Assistant.....	Martin Zamzow	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra*	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative.....	Alicia Perez	
Executive Manager, Budget & Planning	Christian Smith	
Exec. Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR	Joseph Gieselman	
Travis County Attorney	David Escamilla	
First Assistant County Attorney ...	Randy Leavitt	
Executive Assistant, Civil Division.....	Jim Collins	
Director, Transactions Division ...	John Hille	
Attorney, Transactions Division ...	Tamara Armstrong	
Attorney, Transactions Division ...	Tom Nuckols	
Attorney, Transactions Division ...	Mary Etta Gerhardt	
Attorney, Transactions Division ...	Barbara Wilson	
Attorney, Transactions Division ...	Jim Connolly	
Attorney, Transactions Division ...	Tenley Aldredge	
Attorney, Transactions Division ...	Julie Joe	
Attorney, Transactions Division ...	Stacy Wilson	
Purchasing Agent	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB	
Purchasing Agent Assistant IV	Diana Gonzalez	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Oralia Jones, CPPB	
Purchasing Agent Assistant IV	Lori Clyde, CPPB	
Purchasing Agent Assistant IV	Vic Chanmugam, C.P.M.*	
Purchasing Agent Assistant IV	Jorge Talavera*	

RFS #S070230-JW, Marketing Plan for Travis County Parks

CURRENT - continued

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
Purchasing Agent Assistant III	Vania Ramaeker*	
Purchasing Agent Assistant III	Michael Long, CPPB	
Purchasing Agent Assistant III	Rebecca Gardner	
Purchasing Agent Assistant III	Rosalinda Garcia	
Purchasing Agent Assistant III	Loren Breland	
Purchasing Agent Assistant II.....	Donald E. Rollack	
Purchasing Agent Assistant II.....	Nancy Barchus, CPPB	
HUB Coordinator.....	Sylvia Lopez	
HUB Specialist	Betty Chapa	
HUB Specialist	Jerome Guerrero	
Purchasing Business Analyst	Scott Worthington	
Travis County Parks Division Director	Charles Bergh	
Travis County Parks Division Manager	Roy Turley	

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Executive Assistant.....	Joe Vela	05/15/07
Commissioner, Precinct 2.	Karen Sonleitner	12/29/07
Executive Assistant.....	Gretchen Vaden	12/29/07
Executive Assistant.....	Ann Denkler	12/29/07

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

EXHIBIT 2
DISCLOSURE

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

If no one is listed above, Consultant warrants that Consultant is not doing business and has not done business during the 365 calendar day period immediately prior to the date on which this Agreement is made/entered with any Key Contracting Person.

ATTACHMENT E
PORTIONS OF CONSULTANT'S PROPOSAL

(Consultant's Proposal, and any amendments thereto that are agreed upon during the negotiation process, may be inserted at Contract Award)

ATTACHMENT F
NOTICE OF INTENT (NOI)

TO SUBCONTRACT WITH
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
(For use by Prime Contractors/Consultants to Identify HUB Subcontractors)

Please submit this form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Prime Contractors/Consultants are requested to complete this form and provide it to the Purchasing Agent Representative after contract award, but prior to beginning performance of the contract.

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

Phone No.: (_____) _____ Fax No.: (_____) _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg. & Procurement Comm. City of Austin Tx. Unified Certification Pgm.

Address: _____
Street City State Zip

Phone No.: (_____) _____ Fax No.: (_____) _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative _____ Signature of Representative _____ Date _____

Printed Name of **HUB** Representative _____ Signature of Representative _____ Date _____

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

PRE-APPROVAL FOR SUBCONTRACTOR SUBSTITUTIONS MUST BE OBTAINED FROM THE TRAVIS COUNTY PURCHASING AGENT REPRESENTATIVE. THE **"HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE FORM"** MUST BE COMPLETED AND SUBMITTED TO THE HUB OFFICE, VIA FAX 512.854.9185.

ATTACHMENT G
TRAVIS COUNTY
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) - SUBCONTRACTOR PAYMENT REPORT

PRIME CONTRACTOR/CONSULTANT NAME: _____ AMOUNT OF PRIME CONTRACT: _____

PROJECT TITLE/No. : _____ AMOUNT OF ALL SUBCONTRACTS: _____

TOTAL CONTRACT PERIOD: From: _____ To: _____ PAYMENTS REPORTED FOR THE MONTH OF: _____ 20 _____

A	B	C	D	E	F	G
NAME OF HUB SUB-CONTRACTOR*	DESCRIPTION OF WORK	ORIGINAL SUB- CONTRACT AMOUNT	INCREASE OR DECREASE (MODIFICATION)	REVISED SUB-CONTRACT AMOUNT	PAYMENT THIS PERIOD	CUMULATIVE PAYMENTS

Instructions for completing this form:

SECTION A: Name all HUB Subcontractors performing on this project.

SECTION B: State the work being performed by the HUB Subcontractors.

SECTION C: State the original HUB Subcontractor amount.

SECTION D: State any increases or decrease, as a result of contract modifications or change orders, to the original HUB Subcontract (Section C) amount.

SECTION E: State the amended HUB Subcontract amount, to the Initial HUB Subcontract amount, as a result of any increase and/or decrease (Section D) .

SECTION F: State the amount paid to each HUB Subcontractor during this reporting period.

SECTION G: State the total amount of payments made to-date (including amount from Section F) to the HUB Subcontractor.

I certify that the information listed on this report is true and accurate to the best of my knowledge. I fully understand that intentionally falsifying information on this document may result in TERMINATION OF MY CONTRACT.

 Printed Name of Contractor Representative

 Signature of Contractor Representative

 Date

 Report Number

PLEASE SUBMIT THIS FORM WITH YOUR MONTHLY INVOICES, PER THE TERMS OF YOUR CONTRACT.

ATTACHMENT H
HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE FORM
(ADDITION, SUBSTITUTION, DELETION, REDUCTION, INCREASE)

CONTRACT #: _____

CONTRACT DESCRIPTION: _____

PRIME CONTRACTOR: _____

REQUESTED BY: _____ **CONTACT #:** _____

DATE: _____ **E-mail:** _____

- *OBTAIN PRE-APPROVAL FROM THE TRAVIS COUNTY PURCHASING AGENT AND/OR THE HUB COORDINATOR OF ALL CHANGES INVOLVING CERTIFIED HUB SUBCONTRACTORS.*
- *IF BIDDER HAS DIFFICULTY IN LOCATING CERTIFIED HUB SUBCONTRACTORS CONTACT THE TRAVIS COUNTY HUB COORDINATOR AT (512) 845-4561 OR HUB SPECIALIST AT (512) 854-9914, FOR ASSISTANCE*

Check reason: _____ **Addition** _____ **Substitution** _____ **Deletion** _____ **Reduction** _____ **Increase** _____

REASON FOR ACTION:

- _____ Unavailable after receipt of reasonable notice to proceed.
- _____ Failure of performance.
- _____ Financial capacity.
- _____ Refusal by the subcontractor to honor the bid of proposal price.
- _____ Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed upon.
- _____ Failure of the subcontractor to meet insurance, licensing, or bonding requirements.
- _____ The subs withdrawal of his bid or proposal.

- _____ Please provide me with a HUB Subcontractor listing.
- _____ I have already selected a potential HUB Subcontractor for this project. (List below)

SUB TO BE REPLACED: _____

REPLACEMENT: _____

REPLACEMENT'S STATUS:

Certified: HUB _____ M/WBE _____ DBE _____ Non-HUB _____ Unknown _____

INCREASED/DECREASED AMOUNT: Original Amt. \$ _____ New Amt. \$ _____

OTHER COMMENTS: _____

FAX TO: 512.854.9185 ATTN: HUB OFFICE

REVIEWED BY HUB PROGRAM OFFICE: Initials: _____ Date: _____