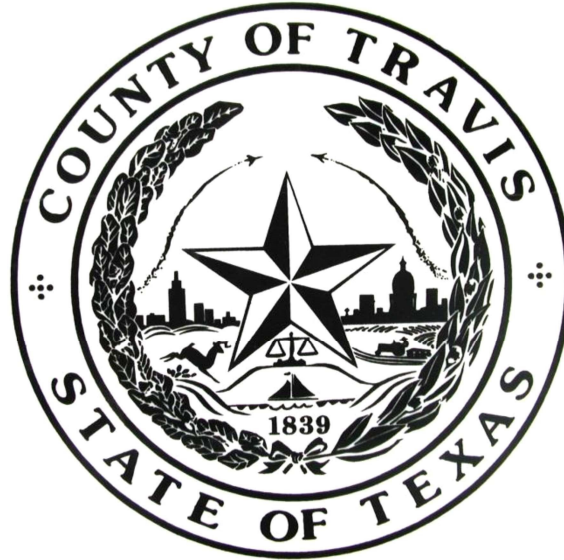


**TRAVIS COUNTY PURCHASING OFFICE**



**SERVICES AGREEMENT**

**BETWEEN**

**COUNTY OF TRAVIS**

**AND**

**COMMUNITY TRUCK DRIVING SCHOOL**

**FOR**

**COMMERCIAL DRIVING LICENSE TRAINING**

**CONTRACT NO. 4400005813**

**JUSTICE PLANNING**

STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS §

**SERVICES AGREEMENT  
FOR COMMERCIAL DRIVING LICENSE TRAINING**

**This Contract** is made and entered into by and between the following Parties: County of Travis, corporate and political subdivision of Texas, (“County”) and Community Truck Driving School, (“Contractor”).

**WHEREAS**, County issued a Request for Service, RFS No. 2103-005-JR, from qualified contractor to provide commercial driving license training for the County and;

**WHEREAS**, Contractor submitted its proposal in response to the request for services; and

**WHEREAS**, Contractor submitted its best and final offer to County; and

**WHEREAS**, County has evaluated Contractor’s proposal and best and final offer, and wishes to enter into this Agreement; and

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

**NOW, THEREFORE**, County and Contractor agree as follows:

**1.0     DEFINITIONS**

In this Agreement,

- 1.1     “Commissioners Court” means Travis County Commissioners Court.
- 1.2     “Contractor” means, Community Truck Driving School.
- 1.3     “County Auditor” means, Travis County Auditor.
- 1.4     “Director” means, Travis County Justice Planning Manager, Travis County Sandra Trevino, or her successor.
- 1.5     “Fiscal Year” means the County fiscal year, currently that period beginning on October 1 of one year and continuing through September 30 of the following year.
- 1.6     “Key Contracting Person” means any person or business listed in Exhibit 1 to Attachment D of this Agreement and marked as the Ethics Sworn Declaration.

1.7 “Parties” mean Travis County, Texas and Contractor.

1.8 “Purchasing Agent” means Travis County Purchasing Agent, Bonnie S. Floyd, MBA, CPPO, CPPB, or her successor.

## 2.0 EMPLOYMENT OF CONTRACTOR

2.1 The Purchasing Agent acts as County’s overall contract administrator. The Purchasing Agent may designate representative to transmit and receive information.

2.2 Authority. The Director or designee will act on behalf of County with respect to the work to be performed under this Contract. 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.

## 3.0 TERM

3.1 Initial Term. The Initial Term of this Contract shall commence upon complete execution by all Parties and shall continue for one year unless sooner terminated as provided herein.

3.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Contract will automatically renew hereafter for three (3) consecutive twelve (12) month terms, unless sooner terminated by either Party as provided herein.

3.3 Termination. County may terminate this Contract at any time by giving the Contractor written notice of such termination at least thirty (30) days before the effective date of the termination.

## 4.0 CONTRACTOR’S RESPONSIBILITIES

4.1 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 Contract, which is expressly incorporated herein and made a part hereof.

4.2 Ethical Standards. Contractor shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and Contractor’s best professional judgment. Contractor shall use at least that standard of care which a reasonably prudent professional in Travis County, Texas would use in similar circumstances.

4.3 Subcontracting. Except as otherwise specifically provided herein, Contractor is prohibited from hiring or subcontracting with any other person to perform any of Contractor’s obligations under this Contract.

4.4 Civil Rights and Equal Opportunity in Employment. Contractor agrees, during the performance of the services under this Agreement, that Contractor shall provide all services and activities required in a manner that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933], and all other federal and state laws, rules, regulations, and orders pertaining to equal opportunity in employment, as if Contractor were an entity bound to comply with these laws.

Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition. In accordance with Title VI of the Civil Rights Act of 1964:

4.4.1 Compliance with Regulations: Contractor shall comply with the requirements relative to nondiscrimination in Federally-Assisted programs, including but not limited to Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.), and 49 CFR Part 21, both as explained in Federal Transit Administration (FTA) Circular 4702.1B, as they may be amended (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

4.4.2 Nondiscrimination: Regarding the work performed by Contractor under this Agreement, it shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Seller shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 in 49 CFR Part 21, including employment practices.

4.4.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4.4.4 Sanctions for Noncompliance: If Contractor does not comply with the nondiscrimination provisions of this Agreement, County shall impose the sanctions that it determines are appropriate, including, but not limited to, withholding of payments to Contractor under the Agreement until Contractor complies, or until cancellation, termination or suspension of the Agreement, in whole or in part.

4.4.5 Incorporation of Provisions: Contractor shall include the provisions of section 4.4 (regarding nondiscrimination) and 7.3 (regarding reports) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant to them.

4.4.6 APPENDIX E List: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to: Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits

- discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
  - The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq)

4.5 Legal Compliance. Contractor shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Contract.

4.6 Insurance Requirements. Contractor shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated by reference and made a part of this Contract.

4.7 Federal Funds. Contractor warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

4.8 Communications. Contractor may communicate all requests for direction and factual information relating to services performed pursuant to this Contract to the Director and may rely on all factual information supplied by the Director in response to these requests. However, Director shall not

serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

4.9 Contractor expressly acknowledges that, in entering into this Contract, County has relied on the representations of Contractor about the persons who will be performing the services and their qualifications and that any other person must be approved by Commissioners Court before providing services under this Contract. Contractor warrants that all work done will be done by the employees or members of Contractor that are presented as performing the services in Contractor’s proposal.

4.10 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$25,000.00.

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. Contractor shall include this certification requirement in all subcontracts to this contract that exceed \$25,000.00.

4.11 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION. The HUB Declaration Form (if applicable) must be completed and submitted with your response. It includes the explanation and instructions required for completion.

**5.0 RESERVED**

**6.0 COMPENSATION, BILLING AND PAYMENT**

6.1 Fees. For and in consideration of the satisfactory performance by Contractor of the services described in Attachment A, Scope of Services, and Contractor’s compliance with the terms and conditions of this Contract, County shall pay Contractor in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

- 6.1.1 Not to exceed amount: \$As Needed Basis.
- 6.1.2 Additional Fees: \$None.

6.2 Satisfactory Completion of Services. County shall not be responsible for the costs of any services under this Contract that are not performed to County’s satisfaction and given County’s approval, which shall not be unreasonably withheld. 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.

6.3 Timely Payment. County shall pay Contractor within thirty (30) days after the receipt of a complete and correct invoice by County Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

6.4 Invoicing. Contractor shall invoice County monthly for services performed pursuant to this Contract. Contractor is an independent contractor and County shall not pay any customary Travis County benefits, including, but not limited to taxes, worker’s compensation, health and retirement benefits, sick leave and vacation and holiday. Invoices shall be submitted by the 10<sup>th</sup> of the month immediately following the month in which the services were rendered.

6.4.1 County pays by ACH/EFT or check upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below:

Patti Smith, CPA  
Travis County Auditor

Preferably via e-mail to: [AP@traviscountytexas.gov](mailto:AP@traviscountytexas.gov)

or

Via mail to: P.O. Box 1748  
Austin, Texas 78767

Contractor may contact the Auditor's Office, Disbursements Division at (512) 854-9125 for assistance with setting up electronic payment through ACH, which deposits payments directly into Contractor's account.

To be "correct and complete," an invoice must include at least the following information:

- 6.4.1.1 Name, address, and telephone number of Contractor, and the name should match the name shown on the W-9 that Contractor submitted to the Auditor's Office;
- 6.4.1.2 Name and address where the payment is to be sent, if payment is by check;
- 6.4.1.3 County Contract Number and County Purchase Order Number;
- 6.4.1.4 Identification of items or services as outlined in the Contract\*;
- 6.4.1.5 Quantity or quantities, applicable unit prices, total prices by item, and total invoice amount, and
- 6.4.1.6 Any additional payment information that may be called for by the Contract\*.

\*Note: Information reflecting Protected Health Information (PHI) or Personally Identifiable Information (PII) must be properly redacted before submission of an invoice to the Auditor's Office to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule and other privacy regulations.

Invoices with improperly redacted PHI or PII will not be processed for payment and they will be permanently deleted from our files. For payment to be made, an invoice must be re-submitted. The re-submitted invoice must have all PII/PHI information redacted and appropriately disclosed.

6.4.2 Additional Copy of Invoice: In addition, Contractor shall send a copy of the invoice to:

Sandra Trevino (or /her successor)  
Justice Planning Manager  
Travis County (Justice Planning Department)  
P.O. Box 1748  
Austin, TX 78767

If payment is based on percentage of completion, Contractor shall also submit a statement showing the percentage of completion of the work as at the date of the invoice with each invoice,

and any additional written information requested by County to document the progress of the work.

6.5 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 Contract 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.

6.6 Taxpayer Identification. Contractor shall provide County with an Internal Revenue 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 Contract funds are payable.

6.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if Contractor is delinquent in the payment of property taxes at the time of invoicing, Contractor hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

6.8 Disbursements to Persons with Outstanding Debt.

6.8.1 In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Contractor to the State, the County or a salary fund, a warrant may not be drawn on a County fund in favor of Contractor, or an agent or assignee of Contractor until:

6.8.1.1 the County Treasurer notifies Contractor in writing that the debt is outstanding;  
and

6.8.1.2 the debt is paid.

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

6.8.3 County may apply any funds County owes Contractor to the outstanding balance of debt for which notice is made under section 6.8.1.1 above, if the notice includes a statement that the amount owed by the County to Contractor may be applied to reduce the outstanding debt.

6.9 Period of Services. County shall not be liable for costs incurred or performances rendered by Contractor before or after the term of this Contract.

6.10 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 following fiscal year of County, 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.

## 7.0 RECORDS CONFIDENTIALITY AND ACCESS



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

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

7.3 Access to Records. Contractor further agrees that the County or its duly authorized representatives shall have access to any and all books, documents, papers, reports and records of Contractor, which the County deems are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and to ascertain compliance with federal and state employment discrimination laws. Contractor shall provide all information and reports required by Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.) and any regulations or directives issued pursuant to them. Contractor shall permit access to its books, records, accounts, other sources of information and its facilities as County may determine to be pertinent to ascertain compliance with these regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the County, as appropriate, and shall state what efforts it has made to obtain the information.

7.4 Right to Contractual Material. County is entitled to copies of all work products produced under this Contract including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by Contractor will become property of the County.

## **8.0 AMENDMENTS / MODIFICATIONS**

8.1 General. Unless specifically provided otherwise in this Contract, any change to the terms of this Contract 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 CONTRACT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

8.2 Requests for Changes. Contractor shall submit all requests for changes to the terms of this Contract or any attachment to it to the Manager with a copy to the Purchasing Agent.

8.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon

submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

## 9.0 OTHER PROVISIONS

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

9.2 Copyrights, Patents & Licenses. Contractor represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Contract 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 Contract. CONTRACTOR SHALL INDEMNIFY THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY FEES FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING PATENTS, LICENSES, OR COPYRIGHTS APPLICABLE TO MATERIALS USED IN THIS CONTRACT.

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

9.4 Suspension. County may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving Contractor written notice of suspension (a "Notice of Suspension"). The "Effective Date of Suspension" will be the date on which Contractor receives the notice of suspension, and the suspension Period will begin on this date. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of Contractor's receipt of written notice of reinstatement from County. Upon the Effective Date of Suspension, Contractor shall follow the procedures described below:

9.4.1 Upon receipt of a notice of suspension, Contractor shall, unless the notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension.

9.4.2 During the suspension period, Contractor may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.

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 Contract 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 Contract shall not preclude the exercise of any other right or remedy under this Contract 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 AGREEMENT. If Contractor has done business with a Key Contracting Person as listed in Exhibit "1" to Attachment D during the 365 day period immediately prior to the date of execution of this Contract by Contractor or does business with any Key Contracting Person at any time after the date of execution of this Contract by Contractor (including business done during any Renewal Term of this Contract) and prior to full performance of this Contract, Contractor will forfeit all County benefits of this Contract and County will retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Contract. Contractor will notify County of any change in the information submitted with this Contract as to the Ethics Sworn Declaration within twenty (20) days of such change throughout the Initial Term and/or any Renewal Term.

9.6.1 "Is doing business" and "has done business" mean:

(a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or

(b) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

but does not include:

(c) 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;

(d) 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; or

(e) If Contractor is a national or multinational corporation, any transaction for financial service or insurance coverage made on behalf of Contractor by its agent, employee or other

representative who does not know and is not in a position that he or she should have known about this Agreement.

9.7 Agreement.

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

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

- 9.7.2.1 Attachment A – Scope of Services & Performance Measures
- 9.7.2.2 Attachment B – Fee Schedule
- 9.7.2.3 Attachment C – Insurance Requirements
- 9.7.2.4 Attachment D – Ethics Sworn Declaration including:
  - Exhibit 1 - List of Key Contracting Persons
  - Exhibit 2 – Disclosure Form
- 9.7.2.5 Attachment E – HUB Declaration Form

9.8 Notices:

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

9.8.2 County Address. The address of County for all purposes under this Contract shall be:

Bonnie S. Floyd, MBA, CPPO, CPPB (or her successor)  
Travis County Purchasing Agent  
P. O. Box 1748  
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Sandra Trevino (or /her successor)  
Travis County Justice Planning Department  
P.O. Box 1748  
Austin, Texas 78767

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

Community Truck Driving School  
1611 Chisolm Trail Ste. 470  
Round Rock, TX 78681

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

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

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

9.12 Force Majeure. If the performance by Contractor or County or either Party's obligations under this Agreement 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 to this Agreement, then that Party will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the Party whose performance is affected under this section shall notify the other Party, and the Director will call a special meeting to propose a resolution of the problem, and if necessary, to establish an estimated period of time to perform services under the Contract. If Contractor makes a written request for an extension of time,

the Director may grant the extension if the request is properly documented and justified by the circumstances.

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

9.14 Independent Contractor. The Parties expressly acknowledge and agree that Contractor is an independent contractor, operating solely in that capacity. Contractor assumes all of the rights, obligations and liabilities applicable to an independent contractor. Neither Contractor nor any of Contractor's employees will be considered an employee, partner, joint-venturer, nor agent of County, nor does Contractor gain any rights against County pursuant to the County's personnel policies. County will not pay Contractor nor Contractor's employees any customary Travis County benefits, including but not limited to FICA, payroll taxes, worker's compensation, health or retirement benefits, sick leave or vacation or holiday pay. Contractor is responsible to report all federal, state and city tax liabilities, social security obligations, and any other taxable matters associated with services rendered under this Agreement and is solely obligated to pay any and all taxes related to income paid to Contractor.

9.15 No Third Party Rights. No provision in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties to this Agreement, any benefits, rights, or remedies under or by reason of this Agreement.

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

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

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

9.16.3 Assignment. No Party may assign any of the rights or duties created by this Contract 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 Contract unless expressly granted that authority by Commissioners Court.

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

9.18 Performance of Other Services. As a part of this Contract, it is understood that Contractor is free to provide services outside this Contract as it sees fit at those times which Contractor is not obligated to County. It is also understood that County is free to have more than one contractor providing the type of services included in this Contract and County is under no obligation to refer any case to Contractor for services under this Contract.

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

9.20 Certificate of Contractor. Contractor certifies that neither Contractor nor any members of Contractor's firm nor any Subcontractor has:

9.20.1 Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for Contractor) to solicit or secure the work provided by the Contract.

9.20.2 Agreed, as an expressed or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Contract.

9.20.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Contract.

9.20.4 Been suspended or debarred from federal or state procurement.

Contractor further agrees that this certification may be furnished to any local, state or federal government agencies in connection with this Contract and for those portions of the program involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

9.21 Interpretational Guidelines.

9.21.1 Computation of Time. When any period of time is stated in this Contract, 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.

9.21.2 Number and Gender. Words of any gender in this Contract shall be construed to include any other gender and words in either singular or plural form shall be construed to include the other unless the context in the Contract clearly requires otherwise.

9.21.3 Headings. The headings at the beginning of the various provisions of this Contract 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 Contract.

9.22 Conflict of Interest Questionnaire: If required by Chapter 176, Texas Local Government Code, Contractor shall complete and file a 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.

9.23 County Monitoring. Contractor will be monitored by the Director (or her designee) for compliance with the requirements of this Contract.

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

DUPLICATE ORIGINALS

This Contract will be executed in duplicate originals and be effective when executed by both Parties.

**Community Truck Driving School**

DocuSigned by:  
Eldon Featherston  
E6F252ED268A419...  
Eldon Featherston

Name: \_\_\_\_\_

Community Truck Driving School LLC.  
Title: \_\_\_\_\_

7/15/2021  
Date: \_\_\_\_\_

**County of Travis, Texas**

DocuSigned by:  
Andy Brown  
C21317DB291D47D...

Travis County Judge

7/21/2021  
Date: \_\_\_\_\_

Approved as to Purchasing  
Policies and Procedures by:

DocuSigned by:  
Bonnie S. Floyd  
6897AD43B9394FB...  
Bonnie S. Floyd, MBA, CPPO, CPPB  
Travis County Purchasing Agent

DS  
JT

Approved as to Legal Form by:

DocuSigned by:  
Jennifer Kraber  
F4748B986D0456...  
Assistant County Attorney

Funds Verified by Auditor:

DocuSigned by:  
Patti Smith  
53FF542D6986479...  
County Auditor

DS  
JN

**RECEIVED**  
By Gillian Porter, Deputy at 3:07 pm, Jul 22, 2021



**ATTACHMENT A**  
**SCOPE OF SERVICES & PERFORMANCE MEASURES**

**Target Population and Referral Process:** Travis County Justice Planning Workforce Development (JPWD) target population consists of individuals from the community who have a criminal history and are seeking a career in the truck driving industry. Candidates will first be pre-screened by JPWD to ensure that they meet the necessary criteria to obtain a Class A State of Texas Commercial Driver's License (CDL). JPWD staff will be responsible for referrals and initial pre-screenings. Once the pre-screening process is complete, staff will submit all necessary forms and documentation to Contractor to begin the CDL enrollment process.

**1.0 CDL Training Program Requirements:**

- 1.1 CDL training program must include obtaining a Class A license, which permits the holder to operate any combination of vehicles with a gross combination weight rating of 26,001 pounds or more, provided the gross vehicle weight rating (GVWR) of the vehicle or vehicles towed exceeds 10,000 pounds.
- 1.2 The CDL training program will cover at a minimum:
  - Orientation and Introduction to CDL
  - Safe Operating Practice (written examination)
  - Vehicle Control and Mechanics
  - General Driving/Final Testing
- 1.3 The cost of the CDL Training Program includes the following:
  - All classroom and hands on/behind the wheel training
  - All testing fees, including retakes
  - Texas Department of Transportation (DOT) physical examination
  - All training materials
  - Training facilities for classroom and driving portions of the program
  - Trucks for training and testing
  - Group and/or individual instructor training
  - Length of training will be determined for each student depending on the schedule availability of Contractor and agreement by JPWD. Length of training per student should not exceed three (3) months' time. Training may only be extended due to unforeseen changes such as, change in instructor, observed holidays, or any other events that are agreed upon by contractor and JPWD.
  - Client passing the written and driving test
  - Client obtaining their Class A CDL license from the State of Texas
  - Individualized employer referrals for clients

**2.0 Contractor Requirements:**

- 2.1 Contractor shall have standard industry insurance coverage and will provide insurance certificates per Attachment C: Insurance Requirements.
- 2.2 Contractor and trainers shall possess and maintain licensure for its State of Texas Commercial Driving License program and abide by all State of Texas CDL License requirements.
- 2.3 Contractor must present any waivers and consent forms necessary for services and preserve them for County.
- 2.4 Contractor will be required to provide all training certificates.
- 2.5 County has relied upon Contractor's representations of its personnel's qualifications and experience, and Contractor must provide personnel that meets at least those expectations. All licenses and, certifications must be maintained by personnel during the duration of this Contract.

- 2.6 Contractor and employees will adhere to CDC guidelines for proper precautions and sanitation in relation to Covid-19 at the training facility while operating the vehicle and testing.
- 2.7 Contractor shall hold a class regardless of the number of students referred from JPWD.
- 2.8 Contractor shall provide training services in a location accessible to clients residing in Travis County. Service location must be accessible by public transportation. If training site is not within half a mile distance of a Capital Metro bus stop, then Contractor will arrange transportation for client to and from bus stop site.
- 2.9 Contractor shall be available to provide services during non-traditional hours (Monday-Friday 8am-5pm) for special circumstances to clients if needed. These special circumstances can include but are not limited to training extending past regular scheduled business hours (Monday-Friday 8am-5pm). Services can be provided 7 days and include weekends.
- 2.10 Contractor shall be accessible to students, JPWD staff, and authorized personnel during normal business office and training hours.

**3.0 Deliverable Services:**

- 3.1 Of the referred clients, 100% of the agreed upon clients who attend classes must complete training successfully, which includes passing final exam and obtaining their Class A Commercial Driver's License.
- 3.2 The student will apply for and be prepared to pass the Texas State Commercial Driver's License written examination, physical skills test, pre-trip vehicle inspection, basic vehicle control skills test, and on-road test. By the end of the training, students should be able to obtain their Class A CDL license and enter the trucking industry as an entry-level CDL truck driver.

Successful completion of the CDL program will be demonstrated by:

- student's completion of the written portion of training and test
- student's completion of driving portion of the Texas Department of Public Safety Commercial Driving License final exam and obtaining license
- students will be given additional training and attempts at testing if they do not pass on the first attempt, but in order to be considered a successful completion of the CDL program, they must pass the test and obtain their license.

**4.0 Reporting and Evaluations:** Contractor will keep and report the following:

- 4.1 **Records:** The CDL training provider shall prepare and maintain accurate and complete records of training provided per client which includes but is not limited to:
  - hours of instructional training,
  - weekly progress reports for each client,
  - program agreements,
  - code of conduct forms,
  - absence/tardiness policies,
  - expectations.

Records and reports should include the name of student, date of progress report, length of classroom instruction, location, accurate description of results or activity, and graduation goals.

- 4.2 **Progress Reports:** Progress reports shall accurately identify progress or lack of progress by each CDL student at least one time per week during training. Areas to be evaluated may include:
  - participation in training activities,
  - abiding by JPWD guidelines,

- adherence to all training agreements.

Contractor will provide a plan of action for any areas in which a student is not progressing or needs improvement.

Progress reports must be addressed with JPWD CDL coordinators and management. In the instance where a “warning” is given to a student for failing to comply with program guidelines, a report shall be generated with the disciplinary warning, reason for violation, and plan for improvement. The report must be acknowledged and signed by student and CDL instructor and forwarded to JPWD staff. If there is an immediate concern in student progress or participation, Contractor must contact JPWD as soon as possible in order to address ongoing issues.

4.3 **Program Performance:** Contract output is measured by contractor’s satisfactory delivery of promised services in accordance with the terms and conditions of the Contract in accordance with Scope of Services. The Performance of Contractor will be measured in accordance with the number of CDL clients served per year, the number of clients who obtained their CDL, and the number of clients who successfully obtained employment in the trucking industry.

4.4 **Completion Report:** Contractor shall provide Travis County a completion report that includes the following Information:

- What clients were served
- The type of services provided to each client
- The name of staff members or instructors providing the service
- The length of time it took for student to complete training
- DPS final testing date and outcome pass/fail

5.0 **Invoicing:** Invoices will include the following information in addition to regular invoice requirements per section 6.4 of Services Agreement:

- the name of each CDL student,
- CDL student start and completion dates
- individualized rate per student,

Contractor shall provide invoice for each completed student within 15 days of completed CDL course. Students will not be considered completed unless they have passed final DPS exam.

Contractor shall provide a student enrollment and course report monthly along with billing. A progress report may also be requested at any time by JPWD for verification and tracking purposes. Failure to submit proper and accurate invoice reports in a timely manner may result in delayed payment for services provided.

**ATTACHMENT B**  
**FEE SCHEDULE**

Contractor will provide the services outlined in Attachment A at the following rate:

Cost of comprehensive CDL License Training Program per client: \$4,200.00

The comprehensive CDL License Training Program includes the following items, at no additional cost:

- Class A CDL training, including tuition, use of books and supplies
- DOT Physical
- Drug Screen
- Moving Violation Report
- Third Party Examiner
- Transportation for clients when Public Transportation is unavailable

**ATTACHMENT C**  
**INSURANCE REQUIREMENTS**

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

**I. General Requirements Applicable to All Contractors' Insurance.**

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

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

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

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

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

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

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

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

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

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

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

## II. Specific Requirements

The following requirements (II.A - II.G, 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:
  - \$2,000,000\* per occurrence for coverage A and B with a
  - \$2,000,000 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
  - 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)

### C. Business Automobile Liability Insurance†

1. Coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000\* 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)

D. Umbrella Coverage

1. Minimum Limit: \$ 5,000,000 excess
2. Must follow form of Primary coverages
3. The Policy shall also include the following endorsements in favor of Travis County.
  - a. Waiver of Subrogation
  - b. Thirty (30) day Notice of Cancellation
  - c. Travis County named as additional insured

**ATTACHMENT D**  
**ETHICS SWORN DECLARATION**

7/15/2021  
Date: \_\_\_\_\_  
Name of Declarant: Eldon Featherston  
Title of Declarant: Operations Manager  
Business Name of Contractor: Community Truck Driving School LLC.  
County of Contractor: Williamson

Declarant on oath swears that the following statements are true and complete:

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

DocuSigned by:  
  
E6F252ED268A419...  
Signature of Declarant

Eldon Featherston

\_\_\_\_\_  
Typed or printed name of Declarant  
1611 Chisholm Trail Ste. 470

\_\_\_\_\_  
Address  
Round Rock, Tx 78681

\_\_\_\_\_  
City, State Zip Code



**EXHIBIT 1, ATTACHMENT D**  
**LIST OF KEY CONTRACTING PERSONS**  
May 17, 2021

**CURRENT EMPLOYEES**

<b>Position Held</b>	<b>Name of Individual Holding Office/Position</b>	<b>Name of Business Individual is Associated</b>
County Judge	Andy Brown*	
County Judge (Spouse)	Sara Strother*	
Chief of Staff	Kate Garza*	
Deputy Chief of Staff	Deena Estrada*	
Executive Assistant	Malenie Areche-Rodriguez*	
Executive Assistant	Kimberly Romero	
Commissioner, Precinct 1	Jeff Travillion	
Commissioner, Precinct 1 (Spouse)	Perri Travillion	Austin Spurs
Executive Assistant	Walter Muse	
Executive Assistant	Deone Wilhite	
Executive Assistant	Caitlin Brown	
Commissioner, Precinct 2	Brigid Shea	
Commissioner, Precinct 2 (Spouse)	John Umphress	Austin Energy
Executive Assistant	Barbara Rush	
Executive Assistant	Lani Oglewood	
Executive Assistant	Melissa Velasquez	
Commissioner, Precinct 3	Ann Howard	
Chief of Staff to County Commissioner	Victoria Ashley	
Executive Assistant	Lucy Oglesby	
Executive Assistant	Mick Long	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	David Salazar	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Patti Smith	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Jessica Rio	
County Executive, Emergency Services	Charles Brotherton	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Cynthia McDonald	
County Executive, Justice & Public Safety	Roger Jefferies	
County Executive, Technology & Operations	Paul Hopingardner	
Travis County Attorney	Delia Garza*	
First Assistant County Attorney	Lucio Del Toro*	
Executive Assistant, County Attorney	Sherine Thomas	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Jennifer Hopgood	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	Ann-Marie Sheely	
Attorney, Transactions Division	C.J. Brandt	
Attorney, Transactions Division	Matthew R. Entsminger*	
Attorney, Transactions Division	Barbara Wilson	

Attorney, Transactions Division	Jennifer Kraber	
Attorney, Transactions Division	James D. Nickell	
Director, Health Services Division	David Duncan*	
Attorney, Health Services Division	Vacant	
Attorney, Health Services Division	Trelisha Brown*	
Attorney, Health Services Division	Prema Gregerson	
Attorney, Health Services Division	Haseeb Abdullah	
Purchasing Agent	Bonnie S. Floyd, MBA, CPPO, CPPB	
Assistant Purchasing Agent	Jorge Talavera, CPPO, CPPB, NIGP-CPP	
Assistant Purchasing Agent	Lee Perry	
Purchasing Operations & Procurement Director	CW Bruner, CPPB, PMP	
Purchasing Operations Consultant	Jason G. Walker, CPPB	
Purchasing Operations Project Manager I	Rachel Fishback, CPPB	
Purchasing Operations Program Coordinator	Jacqueline Childress, J.D.*	
Purchasing Operations Project Coordinator II	April Rodriguez*	
Purchasing Business Analyst II	Kevin Scarbrough	
Purchasing Business Analyst II	Scott Worthington	
Senior Procurement Specialist	Jennifer Winkler, MBA, CGAP	
Senior Procurement Specialist	Lori Clyde, CPPO, CPPB, CTPE	
Senior Procurement Specialist	James A. Carey*	
Senior Procurement Specialist	Sara Kassem, MPA, CTCM, CTPM, CPPB*	
Procurement Specialist III	Lynn Woods, MBA	
Procurement Specialist III	Jerry Jones, MBA, CTCM	
Procurement Specialist III	Priscilla Harrington, CPSM	
Procurement Specialist II	L. Wade Laursen, CPPB	
Procurement Specialist II	Patricia Estrada	
Procurement Specialist II	Jean Liburd	
Procurement Specialist II	Tawana Gardner	
Procurement Specialist II	Limbania Rodriguez	
Procurement Specialist II	Karina Damian	
Procurement Specialist II	Randle Jackson	
Procurement Specialist II	Jennifer Proctor Romero	
Procurement Specialist II	Bridgett Bradshaw	
Procurement Specialist II	Geri Castaneda	
Procurement Specialist II	Terri Mendez, CTCM*	
Procurement Specialist I	Sam Francis	
Procurement Specialist I	Jamal Williams*	
Procurement Specialist I	Miriam Hogans*	
HUB Program Director	Sylvia Lopez	
HUB Coordinator	Corina Rodriguez	
Purchasing Contract Compliance Director	Tenley Aldredge, M.I.A., J.D	
Purchasing Contract Compliance Officer	Andrew J. Artzt, J.D.	
Purchasing Contract Compliance Officer	Kimberly Effinger	
Purchasing Contract Compliance Monitor	Dennis Reyna	
Purchasing Contract Compliance Monitor	Patrick Tuohy	
Purchasing Contract Compliance Monitor	Tommie Wesley*	
Purchasing Contract Compliance Monitor	Kaleo Lopez*	
Justice Planning Manager	Sandra Trevino	
Justice Planning Planner	Victor Garcia	
Justice Planning Planner II	Melissa Nettle	

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

**FORMER EMPLOYEES**

<b>Position Held</b>	<b>Name of Individual Holding Office/Position</b>	<b>Date of Expiration</b>
HUB Community Liaison	Adrienne Govea	07/31/21
Chief of Staff	Peter Einhorn	08/31/21
Executive Assistant	Andromeda Roberts	08/31/21
County Judge	Sam Biscoe	11/17/21
County Judge (Spouse)	Donna Lynn Biscoe	11/17/21
Executive Assistant	Joe Hon	12/31/21
Director, Health Services Division	Holly Gummert	10/01/21
Procurement Specialist III	Loren Breland	12/31/21
Commissioner, Precinct 3	Gerald Daugherty	12/31/21
Executive Assistant	Bob Moore	12/31/21
Executive Assistant	Martin Zamzow	12/31/21
Executive Assistant	Sarah Leon	12/31/21
Executive Assistant	Loretta Farb	01/21/22
Travis County Attorney	David Escamilla	12/31/21
First Assistant County Attorney	Daniel Hamre	12/31/21

**EXHIBIT 2, ATTACHMENT D**  
**DISCLOSURE**

Exhibit 2 acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the date of execution of the contract with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons.

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N/A

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If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business with any Key Contracting Person during the 365 day period immediately prior to the date of execution of the contract.

## ATTACHMENT E

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM DECLARATION****Section 1 – HUB Program Declaration Requirements****Project Information**

Project Name: Commercial Drivers License Training

Purchaser: Jennifer Romero

For questions related to the HUB Program Declaration (Declaration) contact:

Jamal Williams

Procurement Specialist I

Phone: (512) 854-9700

Email: [hubstaff@traviscountytexas.gov](mailto:hubstaff@traviscountytexas.gov)**HUB Utilization Goals**

Contract Type	African American	Hispanic	Asian/Pacific Islander	Native American	Nonminority Female	Overall Goal
Services	1.86 %	6.67 %	3.19 %	0.54 %	14.11 %	26.37 %

**Subcontracting Opportunities**

The following NIGP/NAICS codes correspond to subcontracting opportunities identified by the HUB Staff:

924-40 Instructor-led, Classroom Training (technical)

924-41 Instructor-led, Classroom Training (non-technical)

924-86 Vocational Training, All Types (including Vocational Rehabilitation and Technical Education)

952-90 Training and Instruction (for Clients, Not Staff)

**Section 2 – Respondent Information and Affirmation**

**Respondent Information**

Complete the information in the following table.

Company Name/DBA: <u>Community Truck Driving School LLC</u>		EIN/VID: <u>82-1876337</u>	
Address: <u>1611 Chisholm Tr. Ste. 470</u>		City: <u>Round Rock</u>	State: <u>Tx</u> Zip: <u>78681</u>
Contact: <u>Eldon Featherston</u>	Phone: <u>512-814-0102</u>	E-mail: <u>Eldon@communitytruckdrivingschool.com</u>	
Contact for Invoicing: <u>Brenda Kamanda</u>	Phone: <u>512-814-0102</u>	E-mail: <u>Brenda@communitytruckdrivingschool.com</u>	
Bid Amount: <u>4200.00 Per Student</u>	HUB Subcontractor %: <u>Ø</u>	Non-HUB Subcontractor %: <u>Ø</u>	
Respondent is a certified HUB: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Ethnicity:	Gender:	
Certifying Agency: <input type="checkbox"/> City of Austin <input type="checkbox"/> State of Texas <input type="checkbox"/> TUCP <input type="checkbox"/> SCTRCA <input type="checkbox"/> Other			

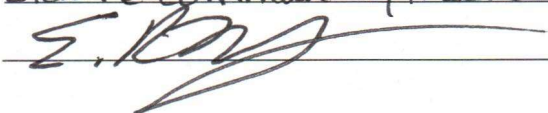
**GFE Options**

Review the GFE options described in Section 1, check the box next to the GFE option you will fulfill, and complete the corresponding section(s).

- Option A (Complete Section 2)
- Option B (Complete Sections 2 and 3)
- Option C (Complete Sections 2 and 3)
- Option D (Complete Sections 2, 3, and 4)

**Affirmation**

As evidenced by my signature below, I affirm that I am an authorized representative of the Respondent named above and, to the best of my knowledge, the information and supporting documentation submitted with this Declaration is true and correct. **If awarded any portion of the contract solicited, Respondent understands that the submitted and approved Declaration will become part of the contract and agrees to comply with the requirements in Section 5 of this Declaration.** Travis County is not a party to agreements between Contractor and its subcontractors.

Printed Name: Eldon Featherston  
 Title: Operations Manager  
 E-mail Address: Eldon@communitytruckdrivingschool.com  
 Signature: 

Date: 6-22-21

Check any that apply:

- I am interested in participating in face-to-face meetings with HUB vendors.

**Section 3 – Disclosure of Subcontractors**

Check the box to indicate whether you intend to utilize subcontractors on this project:

I will be utilizing subcontractors.

I will not be utilizing subcontractors.

If the first box was selected, please identify all subcontractors, including second- and third-tier subcontractors, in the space provided below. If you intend to utilize a subcontractor that is certified by an agency not listed below, check the 'Other' box and include a copy of their certification.

Respondent acknowledges that it and the subcontractor disclosed are bound by the price and scope of work should Travis County award the contract to Respondent. Travis County reserves the right to verify the subcontractors' certifications listed by the Respondent.

Respondent may be required to provide a revised HUB Declaration prior to contract award.

Company Name/DBA:			EIN/VID:		
Address:		City:		State:	Zip:
Contact:		Phone:		E-mail:	
Subcontract Amount:	% of Contract:	Description of Work:			
Is the company a certified HUB?: <input type="checkbox"/> Yes <input type="checkbox"/> No		Ethnicity:		Gender:	
Certifying Agency:	<input type="checkbox"/> City of Austin	<input type="checkbox"/> State of Texas	<input type="checkbox"/> TUCP	<input type="checkbox"/> SCTRCA	<input type="checkbox"/> Other
Justification for not using a certified HUB (if applicable):					
Company Name/DBA:			EIN/VID:		
Address:		City:		State:	Zip:
Contact:		Phone:		E-mail:	
Subcontract Amount:	% of Contract:	Description of Work:			
Is the company a certified HUB?: <input type="checkbox"/> Yes <input type="checkbox"/> No		Ethnicity:		Gender:	
Certifying Agency:	<input type="checkbox"/> City of Austin	<input type="checkbox"/> State of Texas	<input type="checkbox"/> TUCP	<input type="checkbox"/> SCTRCA	<input type="checkbox"/> Other
Justification for not using a certified HUB (if applicable):					
Company Name/DBA:			EIN/VID:		
Address:		City:		State:	Zip:
Contact:		Phone:		E-mail:	
Subcontract Amount:	% of Contract:	Description of Work:			
Is the company a certified HUB?: <input type="checkbox"/> Yes <input type="checkbox"/> No		Ethnicity:		Gender:	
Certifying Agency:	<input type="checkbox"/> City of Austin	<input type="checkbox"/> State of Texas	<input type="checkbox"/> TUCP	<input type="checkbox"/> SCTRCA	<input type="checkbox"/> Other
Justification for not using a certified HUB (if applicable):					

## Section 4 – GFE Outreach

This section should only be completed by Respondents choosing GFE Option D under Section 2.

### GFE Outreach Requirements

To fulfill GFE Option D, Respondent must:

- For each subcontracting opportunity identified in Section 1 of this Declaration, provide written notice to three (3) certified HUBs and all Community Partners and Plan Rooms at least seven (7) Working Days (as defined below) prior to the required submission date to allow the HUBs time to respond;
- Include the scope of work, information about where to review plans and specifications, bonding and insurance requirements, required qualifications, and a point of contact in the notice; and
- In order to demonstrate that Respondent has met the GFE outreach requirements, include a copy of the written notice sent to HUBs, evidence of when it was sent (e.g., printed e-mail, certified letter receipt), and copies of the HUB responses (if any). In addition, in instances where Respondent selected a non-HUB subcontractor over a HUB subcontractor for any of the subcontracting opportunities identified in Section 1, Respondent must also submit copies of the non-HUB subcontractor quotes received.
  - Note: HUB Staff reserves the right to contact HUBs to confirm outreach by Respondent and to recommend designating responses as non-responsive if it finds that the Respondent failed to meet the GFE outreach requirements.

A “Working Day” **does not** include weekends, County holidays, or days the County is closed by the Travis County Commissioners Court. The day on which the notice is sent **does not** count as one of the seven (7) Working Days.

### Outreach to Community Partners

Provide the date the notices were sent to the Community Partners in the spaces below.

Community Partners and Plan Rooms	E-mail Address	Date Notice Sent	Notice was Accepted
Asian Contractor Association	asiancontractor@gmail.com	6-11-21	■
Austin Area Black Contractors Association	brc-pro@att.net	6-11-21	■
Austin Independent Business Alliance	rebecca@ibuyaustin.com	6-11-21	■
Greater Austin Black Chamber	admin@austinbcc.org	6-11-21	■
Greater Austin Asian Chamber of Commerce	ypersyn@austinasianchamber.org	6-11-21	■
Greater Austin Hispanic Chamber of Commerce	membership@gahcc.org	6-11-21	■
Texas Association of African American Chambers of Commerce	cro@taaacc.org	6-11-21	■
Texas Association of Mexican American Chambers of Commerce	president@tamacc.org	6-11-21	■
US Hispanic Contractors Association de Austin	ushcadeaustin@gmail.com	6-11-21	■



**Outreach to Certified HUBs**

In the tables below, identify the certified HUBs you contacted for each subcontracting opportunity listed in Section 1 in connection with this project. The directories listed in Section 1 may be used to search for potential HUB subcontractors.

**Code # & Description:** 924-40 Instructor-led, Classroom Training (technical)

**Date:** 6-11-21

Company Name & EIN/VID (Do not enter Social Security Numbers.)	The HUB did not respond.	The HUB was unavailable.	The HUB was not competitive.
Ability Solutions 1463280450700	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Academic Workshop 1271327675100	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Acrosys Corp. 1541521239600	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Code # & Description:** 924-41 Instructor-led, Classroom Training (non-technical)

**Date:** 6-11-21

Company Name & EIN/VID (Do not enter Social Security Numbers.)	The HUB did not respond.	The HUB was unavailable.	The HUB was not competitive.
3-J Communication 1205342730300	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Abacus Quality System 1263805265900	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Abico Consulting, LLC 1203098250300	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Code # & Description:** 924-86 Vocational Training, All Types (including Vocational Rehabilitation and Technical Education)

**Date:** 6-11-21

Company Name & EIN/VID (Do not enter Social Security Numbers.)	The HUB did not respond.	The HUB was unavailable.	The HUB was not competitive.
Adaptive Construction 1812507450200	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alamo HR 1463049082000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANR Consulting 1263611652200	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Code # & Description:** 952-90 Training and Instruction (for Clients, Not Staff)

**Date:** 6-11-21

Company Name & EIN/VID (Do not enter Social Security Numbers.)	The HUB did not respond.	The HUB was unavailable.	The HUB was not competitive.
Bright Leaf Group 1742696897500	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barr + Barr Com. 1742693586600	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Elite Personnel Consult. 1742632901100	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Code # & Description:**

**Date:**

Company Name & EIN/VID (Do not enter Social Security Numbers.)	The HUB did not respond.	The HUB was unavailable.	The HUB was not competitive.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Code # & Description:**

**Date:**

Company Name & EIN/VID (Do not enter Social Security Numbers.)	The HUB did not respond.	The HUB was unavailable.	The HUB was not competitive.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Code # & Description:**

**Date:**

Company Name & EIN/VID (Do not enter Social Security Numbers.)	The HUB did not respond.	The HUB was unavailable.	The HUB was not competitive.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>