

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified goods and Vendor is obligated to sell same. The Agreement includes: (a) Interlocal Agreement between City and Travis County for cooperative purchasing attached as Exhibit "A"; (b) pricing set forth in Exhibit "B"; and (c) any exhibits, addenda, and/or amendments thereto.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

F. **Vendor** means Superior Septic/Clean Can, or any of its successors or assigns.

2.01 EFFECTIVE DATE, TERM, ALLOWABLE RENEWALS, PRICES FIRM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement shall be for thirty-six (36) months from the effective date hereof. After that term, this Agreement may be renewed for successive terms of twelve (12) months each, under the same terms and conditions, only upon the express written agreement of both parties, and only provided that Vendor has performed each and every contractual obligation specified in this Agreement.

C. Prices shall be firm for the duration of this Agreement and for any renewal periods. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.

D. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The Interlocal Cooperation Agreement between City and Travis County attached as Exhibit "A", and the goods and services which are the subject matter of this Agreement as described in Exhibit "B", together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

This Agreement supersedes and replaces any previous agreements between the parties and shall supersede any prior proposals, correspondence or discussions.

4.01 SCOPE OF WORK

Vendor shall satisfactorily provide for rental portable chemical toilets, and shall provide goods and services related to cleaning and maintenance of the portable chemical toilets. Vendor's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall perform its services in accordance with the Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

Vendor's prices listed on Exhibit "B" (pages 3-7) shall be the basis of any charges collected by Vendor.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as

determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

- (a) There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- (c) The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- (d) The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

9.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without incurring any liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

12.01 INSURANCE

Vendor shall meet all of City's insurance requirements. Failure to meet or maintain City's insurance requirements shall be considered a material breach of this Agreement.

13.01 CITY'S REPRESENTATIVE

City hereby designates the following representative(s) authorized to act in its behalf with regard to this Agreement:

Randy Gordon
Round Rock Parks and Recreation
301 West Bagdad, Suite 250
Round Rock, Texas 78664
512-218-3340

14.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

- C. Fails to provide adequate assurance of performance under the “Right to Assurance” section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days’ written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days’ written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City’s delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney’s fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor’s agents, employees or subcontractors, in the performance of Vendor’s obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

19.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

20.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Superior Septic/Clean Can
8 Indian Meadows
Round Rock, TX 78665
Buda, TX 78610

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

22.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

23.01 DISPUTE RESOLUTION

If a dispute or claim arises under this Agreement, the parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each party's senior management. If the parties cannot reach a mutually satisfactory resolution, then and in that event any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, City and Vendor shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any such void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

25.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this

Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Superior Septic/Clean Can

By: Ray McEachern
Printed Name: Ray McEachern
Title: Owner
Date Signed: 6/18/15

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney



**INTERLOCAL AGREEMENT FOR JOINT AND COOPERATIVE
PURCHASING BY AND BETWEEN THE
CITY OF ROUND ROCK AND
TRAVIS COUNTY**

This Interlocal Agreement (hereinafter referred to as the "Agreement") is entered into by and between the undersigned Local Governments of the State of Texas, namely the City of Round Rock, Texas, and Travis County, Texas (hereinafter referred to as the "Local Governments"), acting by and through their respective authorized signatories pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, for the purpose of participating in joint and cooperative purchasing. The undersigned Local Governments may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, the Parties are local governments as that term is defined in Section 271.101(2) of the Texas Local Government Code; and,

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and,

WHEREAS, a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and,

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings and economics of scale by jointly procuring materials, supplies, goods, services or equipment; and,

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, each of the Parties finds that its payments for services performed pursuant to this Agreement may be made from current revenues that are readily available only for payments that are due this fiscal year; and,

WHEREAS, the Parties find that the amount paid for the services performed under this Agreement fairly compensates the performing party; and,

00330957/ss2

R-2015-2551

Exhibit "A"

WHEREAS, the Parties, acting by and through their respective signature authorities, do hereby adopt and find the foregoing premises as findings of said governing bodies; and,

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the Parties, which will allow the Parties to realize savings when purchasing materials, supplies, goods, services or equipment, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services.

**ARTICLE II
TERM**

The term of this Agreement shall commence on the date on which all Parties hereto have executed this Agreement ("Effective Date"). This Agreement shall automatically renew for successive periods of one (1) year under the terms and conditions stated herein, unless superseded by a supplemental agreement or terminated as provided in this Agreement.

**ARTICLE III
TERMINATION**

A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Parties. Withdrawal of one Party to this Agreement does not affect the validity of this Agreement as to the remaining Parties.

**ARTICLE IV
PURCHASING**

Each Party shall designate a person to act under the direction of, and on behalf of, said Party in all matters relating to the cooperative purchasing program. Each Party shall make payments directly to vendors under their respective contracts with vendors made under Chapter 271, Subchapter F, Texas Local Government Code. Each Party shall be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery as to any items purchased by said Party under this Agreement.

**ARTICLE V
PARTICIPATION**

The Parties agree that any vendor offer of materials, supplies, goods, services or equipment to any Party to this Agreement shall be considered an offer to all Parties to this Agreement. Any vendor making a solicitation shall be notified by the Party seeking the

solicitation that they may limit their offer to apply only to that Party. They shall be further notified that failing to do so, their offer may be included in this cooperative program. Additionally, if other governmental entities within the State of Texas become a Party to this Agreement, any prior offer made available to the Parties to this cooperative program may be extended to that Party so the Party has the opportunity to purchase from any solicitation made by any person or entity to any of the parties participating in this Agreement; however, any vendor offer made to any Party to this agreement, if extended to another Party through this Agreement, is not a final contract without the consent and agreement of the successful vendor(s) to the extension.

All parties indicate their understanding and all parties hereby expressly agree that none of the entities that are parties to this agreement are agents of, partners to, or representatives of those other entities and that no Party to this agreement is obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements of another Party to this Agreement.

ARTICLE VI CURRENT REVENUE

The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of each party hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement.

ARTICLE VII FISCAL FUNDING

The obligations of the Parties pursuant to this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

ARTICLE VIII MISCELLANEOUS

A. Relationship of Parties: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

B. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

C. Amendment: This Agreement may be amended by the mutual written agreement of the Parties.

D. Severability: In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

E. Governing Law: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws and court decisions of the State of Texas; and venue for any action concerning this Agreement shall lie in the designated County of the first Party to the Contract named as a Defendant.

F. Entire Agreement: This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

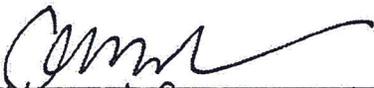
G. Recitals: The recitals to this Agreement are incorporated herein.

H. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

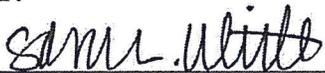
EXECUTED on this the 11th day of the month of June, 2015.

CITY OF ROUND ROCK, TEXAS

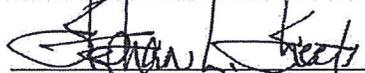
By: 
Name: Alan McGraw
Title: Mayor
Date Signed: 6.11.15

Address for Notice:
221 E. Main Street
Round Rock, Texas
78664

ATTEST:

By: 
City Clerk

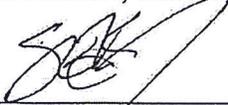
FOR CITY APPROVED AS TO FORM:

By: 
City Attorney



EXECUTED on this the _____ day of the month of _____, 2015.

TRAVIS COUNTY, TEXAS

By: 
Name: SARAH ECKHART
Title: COUNTY JUDGE
Date Signed: 5/12/15

Address for Notice:

**CONTRACT
AWARD**

**TRAVIS COUNTY
PURCHASING OFFICE
700 LAVACA STREET, 8th FLOOR
AUSTIN, TEXAS 78701**



THIS CONTRACT IS ENTERED INTO BETWEEN TRAVIS COUNTY AND THE CONTRACTOR NAMED BELOW, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CHAPTER 262 OR 271, IN ACCORDANCE WITH THE REFERENCED SOLICITATION.

CONTRACT NO: 4400001033		SOLICITATION NO: B120217-CW	DATED: July 24, 2012
CONTRACT AMOUNT: N/A		DELIVERY DATE OR TERM OF CONTRACT: July 25, 2012 through July 24, 2013	
CONTRACTOR: McEachern Enterprises, Inc. d/b/a Superior Septic Attn: Ray McEachern 8 Indian Meadows Round Rock, Texas 78665	CODE: 1000000092	AWARDED AS TO ITEM(S): Portable Toilet Rental and Servicing	

REMARKS

Scope of Contract: The contractor shall provide Portable Toilet Rental and Servicing Services for Travis County, in accordance with the Terms, Conditions and Specifications of the contract.

THIS CONTRACT ISSUED PURSUANT TO AWARD MADE BY COMMISSIONERS COURT ON July 24, 2012


CYD V. GRIMES, C.P.M.
COUNTY PURCHASING AGENT

7-26-12
DATE

Exhibit "B"

**Bid Tabulation Packet
for
Solicitation B120217-CW**

PORTABLE TOILET RENTAL AND SERVICING



Travis County

Bid #B120217-CW - PORTABLE TOILET RENTAL AND SERVICING

Creation Date **May 11, 2012**

End Date **Jun 4, 2012 9:00:00 AM CDT**

Start Date **May 11, 2012 3:57:34 PM CDT**

Awarded Date **Not Yet Awarded**

B120217-CW-01-01 Rental of standard portable toilet with Once (1) a Week Service					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Superior Septic [Ad]</u>	First Offer - \$44.00	12 / month	\$528.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Austin Outhouse</u>	First Offer - \$59.00	12 / month	\$708.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>United Site Services of California, Inc. [Ad]</u>	First Offer - \$65.00	12 / month	\$780.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$1,955.00	12 / month	\$23,460.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: TK78-A Supplier Notes:			

B120217-CW-01-02 Rental of standard portable toilet with Twice (2) a Week Service					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Superior Septic [Ad]</u>	First Offer - \$59.00	12 / month	\$708.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Austin Outhouse</u>	First Offer - \$80.00	12 / month	\$960.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>United Site Services of California, Inc. [Ad]</u>	First Offer - \$115.00	12 / month	\$1,380.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$1,966.00	12 / month	\$23,592.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: TK78-B Supplier Notes:			

B120217-CW-01-03 Rental of wheel chair accessible portable toilet with Once (1) a Week Service					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Superior Septic [Ad]</u>	First Offer - \$69.00	12 / month	\$828.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Austin Outhouse</u>	First Offer - \$79.00	12 / month	\$948.00		Y

Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>United Site Services of California, Inc. [Ad]</u>	First Offer - \$115.00	12 / month	\$1,380.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$2,020.00	12 / month	\$24,240.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: TK98-A Supplier Notes:			

B120217-CW--01-04 Rental of wheel chair accessible portable toilet with Twice (2) a Week Service					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Superior Septic [Ad]</u>	First Offer - \$84.00	12 / month	\$1,008.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Austin Outhouse</u>	First Offer - \$85.00	12 / month	\$1,020.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>United Site Services of California, Inc. [Ad]</u>	First Offer - \$165.00	12 / month	\$1,980.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$2,025.00	12 / month	\$24,300.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: TK98-B Supplier Notes:			

B120217-CW--01-05 Additional Cleaning Service					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Superior Septic [Ad]</u>	First Offer - \$7.00	12 / month	\$84.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Austin Outhouse</u>	First Offer - \$15.00	12 / month	\$180.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>United Site Services of California, Inc. [Ad]</u>	First Offer - \$35.00	12 / month	\$420.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$1,265.00	12 / month	\$15,180.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: CL8798 Supplier Notes:			

B120217-CW-01-06 Rental of Handwashing Station Bravo or Equal					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Superior Septic [Ad]</u>	First Offer - \$40.00	12 / month	\$480.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Austin Outhouse</u>	First Offer - \$59.00	12 / month	\$708.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>United Site Services of California, Inc. [Ad]</u>	First Offer - \$110.00	12 / month	\$1,320.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: includes service once a week			
<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$1,886.00	12 / month	\$22,632.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: HW654 Supplier Notes:			

B120217-CW-01-07 Rental of Handwashing Station Applause Or Equal					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Superior Septic [Ad]</u>	First Offer - \$40.00	12 / month	\$480.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Austin Outhouse</u>	First Offer - \$65.00	12 / month	\$780.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$1,886.00	12 / month	\$22,632.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: HW654 Supplier Notes:			

B120217-CW-01-08 Rental of 4 Person Handwash Station					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Superior Septic [Ad]</u>	First Offer - \$60.00	12 / month	\$720.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>Austin Outhouse</u>	First Offer - \$69.00	12 / month	\$828.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>United Site Services of California, Inc. [Ad]</u>	First Offer - \$148.00	12 / month	\$1,776.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:			
<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$1,555.00	12 / month	\$18,660.00		Y
Product Code: Unit Amount Text:		Supplier Product Code: HW8787 Supplier Notes:			

Total Amount Text:	
Agency Notes:	

B120217-CW-01-09 Pro-Rated Daily Rate for Rental of Toilet					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Austin Outhouse</u>	First Offer - \$1.97	1 / day	\$1.97		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>United Site Services of California, Inc. [Ad]</u>	First Offer - \$2.32	1 / day	\$2.32		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>Superior Septic [Ad]</u>	First Offer - \$25.00	1 / day	\$25.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>POWERMIND GLOBAL SERVICE</u>	First Offer - \$30.00	1 / day	\$30.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:			Supplier Product Code: HY87 Supplier Notes:		

Supplier Totals

Superior Septic [Ad]		\$4,861.00 (9/9 items)
Bid Contact: Ray McEachern <u>superiorseptic5@aol.com</u> Ph 512-244-6300 Fax 512-244-9015	Address: 8 Indian Meadows Round Rock, TX 78665	
Agency Notes:	Supplier Notes:	
Austin Outhouse		\$6,133.97 (9/9 items)
Bid Contact: Trish Rivera <u>trish@austinouthouse.com</u> Ph 512-448-2699	Address: PO Box 685018 Austin, TX 78768	
Agency Notes:	Supplier Notes:	
POWERMIND GLOBAL SERVICE		\$174,726.00 (9/9 items)
Bid Contact: ROODY SILVERAIN <u>roody_silverain@yahoo.com</u> Ph 561-369-4623	Address: 600 SW 28TH DR FORTLAUDERDALE, FL 33312	
Agency Notes:	Supplier Notes:	
United Site Services of California, Inc. [Ad]		\$9,038.32 (8/9 items)
Bid Contact: Debbi Thornton <u>govtbids@unitedsiteservices.com</u> Ph 408-927-4280	Address: 3408 Hillcap Avenue San Jose, CA 95136	
Agency Notes:	Supplier Notes:	

**

Superior Septic

Bid Contact **Ray McEachern**
superiorseptic5@aol.com
Ph 512-244-6300
Fax 512-244-9015

Address **8 Indian Meadows**
Round Rock, TX 78665

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
B120217-CW--01-01	Rental of standard portable toilet with Once (1) a Week Service	Supplier Product Code:	First Offer - \$44.00 Text:	12 / month	\$528.00 Text:	Y
B120217-CW--01-02	Rental of standard portable toilet with Twice (2) a Week Service	Supplier Product Code:	First Offer - \$59.00 Text:	12 / month	\$708.00 Text:	Y
B120217-CW--01-03	Rental of wheel chair accessible portable toilet with Once (1) a Week Service	Supplier Product Code:	First Offer - \$69.00 Text:	12 / month	\$828.00 Text:	Y
B120217-CW--01-04	Rental of wheel chair accessible portable toilet with Twice (2) a Week Service	Supplier Product Code:	First Offer - \$84.00 Text:	12 / month	\$1,008.00 Text:	Y
B120217-CW--01-05	Additional Cleaning Service	Supplier Product Code:	First Offer - \$7.00 Text:	12 / month	\$84.00 Text:	Y
B120217-CW--01-06	Rental of Handwashing Station Bravo or Equal	Supplier Product Code:	First Offer - \$40.00 Text:	12 / month	\$480.00 Text:	Y
B120217-CW--01-07	Rental of Handwashing Station Applause Or Equal	Supplier Product Code:	First Offer - \$40.00 Text:	12 / month	\$480.00 Text:	Y
B120217-CW--01-08	Rental of 4 Person Handwash Station	Supplier Product Code:	First Offer - \$60.00 Text:	12 / month	\$720.00 Text:	Y
B120217-CW--01-09	Pro-Rated Daily Rate for Rental of Toilet	Supplier Product Code:	First Offer - \$25.00 Text:	1 / day	\$25.00 Text:	Y
Supplier Total					\$4,861.00	

Supplier: **Superior Septic**



SOLICITATION NO. B120217-CW
PORTABLE TOILET RENTAL AND SERVICING

DOCUMENTS ARE DUE PRIOR TO:

Jun 4, 2012 9:00:00 AM CDT

LATE BIDS WILL BE RETURNED UNOPENED

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

DOCUMENTS MAY BE MAILED OR DELIVERED TO :

Travis County Purchasing Office
700 Lavaca Street, Suite 800
Austin TX 78701

Bids will be opened publicly and read in the Office of the Travis County Purchasing Agent. If mailed or delivered in person, write the bid number on the envelope in the lower left corner.

Time Critical Bid/Proposal Deliveries: Travis County does not guarantee that any bid/proposal sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical bid/proposal deliveries be made either electronically or in person.

CURRENT LOCATION AND QUANTITY SCHEDULE

ONCE PER WEEK SERVICING LOCATIONS:		
LOCATION	NUMBER OF UNITS	SERVICE DAYS
Hamilton Pool 24300 Hamilton Pool Rd. Dripping Spring, TX 78620	1 (Reg) and 1 (ADA)	Monday (Oct 1 - Mar 31)
Dink Pearson 301 Lohman Ford Rd. Lago Vista, TX 78645	1 (ADA)	Tuesday (Jan 1-Dec 31)
Arkansas Bend 16900 Cherry Ln. Lago Vista, TX 78645	2 (Reg) and 1 (ADA)	Tuesday (Jan 1-Dec 31)
Tom Hughes 12714 Hughes Park Rd., Austin, TX 78732	1 (Reg)	Tuesday (Apr 1-Oct 31)
Cypress Creek 13800 Bullock Hollow Rd., Austin, TX 78726	2 (ADA)	Tuesday (Jan 1 - Dec 31)
Little Webberville 100 Water Street Webberville, TX 78621	1 (ADA)	Friday (Jan 1 - Dec 31)
Webberville Park 2305 Park Lane, Elgin, TX 78621	3 (ADA)	Friday (Jan 1-Dec 31)
Mary Quinlan 1601 Quinlan Park Rd. South, Austin, TX 78732	1 (Reg)	Friday (Jan 1-Dec 31)
Selma Hughes 11921 Selma Hughes Park Rd., Austin, TX 78732	1 (ADA)	Friday (Jan 1-Dec 31)
FM 1431 Transfer Station 1.5 Miles West of 183, Leander, TX 78641	1 (Reg)	Thursday (Jan 1-Dec 31)
Milton Reimer Ranch 23610 Hamilton Pool Road, Dripping Springs, TX 78620	4 (ADA)	Thursday (Jan 1-Dec 31)
Northeast Metro 2703 Pecan Street, Pflugerville, TX 78660	3 (ADA)	Friday (Jan 1 - Dec 31)
International Cemetery 3604 Axel Lane, Austin, TX 78721	1 (ADA)	Tuesday (Jan 1-Dec 31)
Westside Service Center 4501 FM 620, Austin, TX 78732	1 (Reg)	Wednesday (Jan 1-Dec 31)
Eastside Service Center Blue Bluff Road, Manor TX, 78653	1 (Reg)	Wednesday (Jan 1-Dec 31)
Cemetery 14510A Wells School, Manor, TX 78653	1 (Reg) and 1 (ADA)	Wednesday (Jan 1-Dec 31)
Bitting School 10404 Bitting School Road, Manda, TX	1 (Reg) and 1 (ADA)	Wednesday (Jan 1-Dec 31)
Gilbert Lane Corner of Gilbert and FM 969, Austin, TX	1 (Reg) and 1 (ADA)	Wednesday (Jan 1-Dec 31)
Cameron Road 18388 Cameron Road, Austin, TX 78653	1 (Reg) and 1 (ADA)	Wednesday (Jan 1-Dec 31)
TWICE PER WEEK SERVICING LOCATIONS:		
Loop 360 5201 Capital of TX Hwy. N., Austin, TX 78746	1 (Reg) and 1 (ADA)	Tuesday & Friday (Jan 1-Dec 31)
Southeast Metro Park 4511 Hwy 71E, Del Valle, TX 78617	3 (ADA)	Tuesday & Friday (Feb 15 - Nov 30)
Bob Wentz 7144 Comanche Trail, Austin, TX 78732	1 (Reg)	Monday & Thursday (Jan 1- Dec 31)
Hamilton Pool 24300 Hamilton Pool Road, Dripping Springs, TX 78620	1 (Reg) and 1 (ADA)	Monday & Thursday (Apr 1-Sep 30)

NOTE: The contractor shall be required to provide units and service the locations listed above throughout the term of the contract. The quantities listed above represents current units at each location. However, the number of units at each location may be adjusted up or down per County's desire.

Exhibit "B"

SPECIFICATIONS

1. **GENERAL:** Contractor to provide all labor, parts, materials and transportation necessary to lease and service portable toilet facilities to Travis County, for public use within Travis County Parks and other designated areas. At least one handicap accessible toilet must be delivered to each designated park site, as listed in the location and quantity schedule.
2. **ITEMS AND SERVICES:** The following is a list of requirements for all portables that are furnished:
 - 2.1 Units to be Port-O-Let style or similar.
 - 2.2 Units to be solid with good ventilation.
 - 2.3 Adequate natural lighting.
 - 2.4 Non-skid floors.
 - 2.5 Spare Paper Holders.
 - 2.6 Hand Sanitizer Dispensers
 - 2.7 Units to be numbered for monthly billing purposes.
 - 2.8 Units need to be light-colored and completely free from graffiti.
 - 2.9 Toilet paper holders need to be locked in place.
 - 2.10 Hand Washing Stations to be serviced on same day as port-a-let services
 - 2.11 Service to include pumped out, deodorized, Cleaned, wiped down, swept out, graffiti removed inside and out, hand sanitizers filled and toilet paper replaced with full rolls.

NOTE: All units shall comply with local and State health code requirements.
3. **PORTABLE HANDICAP TOILET REQUIREMENTS:** The Contractor shall furnish at least one portable handicap toilet at each designated site referenced in the Location and Quantity Schedule, and at other locations when requested. All handicap units must comply with Uniform Federal Accessibility Standard (U.F.A.S) requirements and all Federal, State and local Statutes. The portable handicap toilets shall have as a minimum, the following features:
 - 3.1 Ample Wheelchair Access.
 - 3.2 Non slip tread plate.
 - 3.3 ADA gab bars.
 - 3.4 Self closing door.
4. **DOCUMENTATION REQUIREMENTS:** The Contractor shall submit literature, upon request, on the portable toilet facility.
5. **ADDITIONAL CLEANING REQUIREMENTS:** In the event non-scheduled services are required the contractor shall provide additional cleaning (in addition to regularly scheduled cleaning) of existing units, and any additional units ordered as required. Any additional cleaning required will be called for through issuance of a Purchase Order, and shall be at the price listed. The contractor shall provide this service within twenty-four (24) hours of notification (issuance of a Purchase Order).
6. **ADDITIONAL UNIT REQUIREMENTS:** The contractor shall provide additional toilets (in addition to those listed on the locations and quantity schedule) as required. Any additional toilets required will be called for through issuance of a Purchase Order, and shall be at the price listed. The contractor shall provide any additional units called for within twenty-four (24) hours of notification (issuance of a Purchase Order).

SPECIAL PROVISIONS

1. **SCOPE OF CONTRACT:** This is a firm fixed-price, estimated quantity contract calling for delivery of the products or services at the stated prices submitted by the bidder. Upon acceptance of a bid by Travis County Commissioners and issuance of a Contract Award by the Travis County Purchasing Agent, Bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein. The quantities stated are the best estimates of Travis County's needs for one (1) year. They represent a realistic estimate based on past consumption for purposes of securing a bid price. The quantities are not firm and are not hereby ordered or called for. Actual requirements will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such orders are issued. Delivery Schedule listed by bidders on the face of this IFB shall apply to the individual Purchase Orders.
2. **TERM OF CONTRACT:** The contract shall be for a twelve (12) month period (one year) commencing on June 25, 2012, or upon award by the Travis County Commissioners Court, whichever is later, with an option to renew for two (2) additional twelve (12) month period.
3. **OPTION TO EXTEND:** County may unilaterally extend this Contract for (i) two (2) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except for term and price, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. The total term of this Contract, including the Options to Extend, shall not exceed thirty-nine (39) months. County shall have the right to exercise all or a portion of the Option to Extend in any combination it deems necessary.
4. **METHOD OF AWARD:** Award, if any, will be made to the responsible bidder submitting the lowest bid price(s) for the item(s) as specified in Schedule of Items and meeting all the requirements of this Invitation for Bid. Travis County reserves the right to award by "all or none" or by "line item" basis. Bidder must bid on all line items in order to be considered responsive to this Invitation for Bid.
5. **LOCATIONS:** Contractor will be required to perform services at various locations located throughout Travis County. The names and locations of each site will be listed on each purchase order issued.
6. **CLEANING SERVICES:** Shall be a minimum as required Current Location and Quantity Schedule. Travis County reserves the right to request additional cleaning, if necessary.
7. **EXAMINATION OF PREMISES:** Upon submission of bid, the bidder certifies that they have examined the locations and is satisfied as to the existing conditions under which he/she will be obligated to operate.
8. **LEGAL REQUIREMENTS AND PERMITS:** The successful Contractor shall incur all expenses for all necessary licenses and permits and shall conform to all laws, regulations, and ordinances applicable to the performance of this contract.

9. **CONTRACT ADMINISTRATOR:** For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, the County department named below shall act as contract administrator on behalf of Travis County:

Transportation & Natural Resources
Attn.: Travis County Fleet Manager
411 West 13th Street
Austin, Texas 78701
(512) 854-9383

10. **ENVIRONMENTAL COMPLIANCE:** Vendor agrees that it shall be grounds for termination of the contract if the vendor, business owner or operator, partner, affiliated corporation, or subsidiary is in substantial violation of an applicable environmental requirement relating to environmental quality, including but not limited to the federal Clean Water Act (CWA), federal Clean Air Act (CAA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Chapters 26 and 27 of the Texas Water Code, Chapters 361 or 382 of the Texas Health and Safety Code, or local ordinances and code. Substantial violation means one or more violation of an applicable environmental requirement resulting in the potential for a significant adverse impact on human health, aquatic life, a surface or groundwater resource, or enjoyment of property, including any violation resulting in a civil or administrative enforcement action. Applicable environmental requirement means an environmental law, regulation, county or municipal ordinance, permit, order, consent, decree, or other requirement.

Within ten (10) days of receipt of any Notice of Violation, Notice of Enforcement, or other citation from the Texas Commission on Environmental Quality (TCEQ) associated with the Contractor's facilities, Contractor shall notify the Purchasing Agent in writing. Contractor shall notify the Purchasing Agent of TCEQ's requirements for resolution of Notice of Violations, within ten (10) days of resolution.

Vendor shall ensure that any facility or operation that is the subject of this contract or related to this contract will be operated and maintained in conformance with all federal, state, and local requirements for wastewater discharge, storm water management, solid waste (including hazardous waste) management, petroleum product, oil, and hazardous substance storage and management, and similar environmental management.

Vendor must maintain an accurate and up-to-date spill prevention and spill response plan that can immediately be implemented to address and contain a spill or discharge of any hazardous substance, solid waste, or hazardous waste. Vendor shall ensure each facility has staff trained and qualified to immediately implement a spill response plan, if the need should arise.

Vendor shall ensure the use of best industry practices for the management of waste at its facilities and operations. For purposes of this contract, the failure to respond to any Notice of Violation, Notice of Enforcement, or other citation issued after the date of this contract, in the manner and within the time prescribed in such Notice of Violation, Notice of Enforcement, or other citation, as defined in the Travis County policy regarding consideration of the safety record of bidders, for a violation of an environmental protection law or regulation at a facility, or for any Contractor affiliated company or operation associated with the facility, shall be deemed evidence of failure to use best industry practices and shall be grounds for terminating this contract.

11. DOCUMENTATION: Bidder shall submit the following documents with his bid, or at a minimum, subsequent to bid opening, as applicable. **HOWEVER, IT SHOULD BE UNDERSTOOD BY ALL BIDDERS THAT TRAVIS COUNTY RESERVES THE RIGHT TO REJECT BID SUBMISSIONS THAT DO NOT CONTAIN ALL OF THE DOCUMENTATION DETAILED BELOW.**

- A. Three complete sets of bid package (Manual Submission)
- B. Ethics Affidavit (With Bid) or Notarized Ethics Affidavit (Manual Submission)
- C. Historically Underutilized Business (HUB) Declaration (with bid)
- D. Safety Questionnaire (With Bid)
- E. Environmental Compliance Questionnaire (With Bid)
- F. Insurance Certificate (after award)

Supplier: Superior Septic

August 2010

BIDDING INSTRUCTIONS For INVITATION FOR BIDS (IFB)

1. **PREPARATION OF BIDS:** Bids will be prepared in accordance with the following:
 - (a) Bidders must thoroughly examine the drawings, specifications, schedule, instructions and all other IFB documents.
 - (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions.
 - (c) All information required by the bid form must be furnished. The bidder must print or type his name and manually sign and return three individual copies of the Invitation for Bids.
 - (d) Alternate bids will not be considered unless authorized by the Invitation for Bids.
 - (e) Bidder must not include federal nor Texas limited sales, excise and use taxes in bid prices since the County is exempt from payment of such taxes. (TEX. TAX CODE ANN. 151.309 (Vernon Supp. 1995))
 - (f) If no entry is made in the "BIDDING ON" blank after each item, if used, the Contractor shall furnish the exact brand name and model number specified in the item description.

2. **DESCRIPTION OF SUPPLIES:** Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. Bidders must state exactly what they intend to furnish.

3. **CLARIFICATION OR OBJECTION TO BID SPECIFICATION:** If any person contemplating submitting a bid for this contract is in doubt about the true meaning of any part of the specifications or other bid documents, he may submit a request for clarification to the Purchasing Agent. All requests for clarification must be in writing and delivered to the Purchasing Agent at least 5 days before the scheduled bid opening. The person submitting the request is responsible for delivering it on time. Interpretations of the bid will only be made by Bid Amendment, which will be provided to each person receiving a set of bid documents. Any objection to the specifications and requirements in this bid must be filed in writing with the Purchasing Agent at least 5 days before the scheduled bid opening. Bidders cannot rely on any explanation or interpretation that is not in compliance with this paragraph.

4. **PRE-BID CONFERENCE:** This section applies if a pre-bid conference is included in the solicitation requirements:
 - (a) By submitting a bid, the bidder warrants that he/she is fully satisfied that these specifications, as amended if applicable, accurately describe or indicate that all conditions, site or otherwise, have been taken into account in determining the bid price(s). There will be no increase in the contract price based upon a bidder's misunderstanding or lack of knowledge about the intent of this solicitation.
 - (b) Bidders are encouraged to attend the Pre-Bid conference and make their attendance a matter of record by completing a sign-in roster identifying the prospective bidder, name, and title of their attending representative.
 - (c) The purpose of the Pre-Bid Conference is to insure;
 - (1) A clear understanding of County needs,
 - (2) The accuracy of specifications, descriptions, and solicitation terms, conditions, and documents,
 - (3) Identifying any problems that might prevent obtaining the proper services or equipment/supplies, at a fair and reasonable price, or any issues that inhibit a fair and accurate solicitation or restrict competition.
 - (d) Bidders having questions concerning specifications should submit them in writing to the County Purchasing Agent at the address shown on Page 1 of this solicitation. Questions should be submitted not later than one week preceding the date set for the Pre-Bid Conference so that appropriate information may be researched and made available during the Pre-Bid Conference to all concerned.
 - (e) Any changes resulting from the Pre-Bid Conference affecting specifications, the scope of work, or which may require an extension to the bid opening date will be reduced to writing in the form of an amendment to this solicitation. Such amendment will be disseminated to all prospective bidders.

5. **SUBMISSION OF BIDS:** Travis County uses BidSync to distribute and receive bids and proposals. There will be *NO COST* to the vendor for bids or proposals conducted by Travis County. Bids can be submitted electronically through RFP Depot or by hard copy. Refer to www.bidsync.com for further information.

Should you choose to submit your bid by hard copy, Bids and Bid Amendments must be enclosed in **SEALED ENVELOPES** and delivered to the Purchasing Agent at the address within. The **NAME AND ADDRESS OF BIDDER**, the **DATE OF THE BID OPENING**, **MATERIAL OR SERVICES BID ON**, and the **IFB NUMBER** must be placed on the outside of the envelope.

 - (a) Bids must be submitted in triplicate on the forms furnished. Other bid forms are not acceptable. Telegraphic bids will not be considered; however, bids may be modified by telegraphic notice if it is received before the time and date set for the bid opening and specific bid prices are not exposed by the amendment.
 - (b) Bidder warrants that his price shall remain firm and subject to acceptance by the Commissioners Court for a period of 90 calendar days after bid opening date, unless otherwise indicated in his bid.
 - (c) When stipulated by the Invitation for Bids, bidder must submit a Bid Bond in an amount equal to 5% of his bid. Bid Bond must be submitted with the bid in the form of a **SURETY BID BOND** executed with a Surety Company authorized to do business in Texas, **CASHIERS CHECK, OR IRREVOCABLE LETTER OF CREDIT**, made payable to Travis County. Bid Bond in each form shall be conditioned on the successful bidder executing a contract and providing a Performance Bond, if required. Bid Bonds shall be returned 10 days after either contract award or the successful bidder providing a Performance Bond, if required, whichever is later.
 - (d) Bidders are required to submit their bids upon the following express conditions. No plea of ignorance by the bidder of conditions that exist or that may exist as a result of failure or omission by the bidder to make the necessary investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the County or the compensations to the contractor.
 - (e) The bidder must provide unit prices where required and if a conflict between the unit price and total price exists, the unit price shall govern.

6. **BID PRICES:** Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and shall not include Federal or State of Texas sales, excise and use taxes. Bidder must include any and all cost in the delivered unit price entered in the Schedule of Items.

7. **WITHDRAWAL OF BIDS:** Bidders may not withdraw their bid after the time set for bid opening, unless approved by the Commissioners Court.

8. **LATE BIDS OR MODIFICATIONS:** The Purchasing Agent will not accept bids and modifications to bids received after the time set for bid opening.

9. REJECTION OF BIDS: County may reject a bid if it is not satisfactory to Commissioners Court.

- (a) No bid submitted shall be favorable considered if the bidder is determined, in the sole discretion of County, to be delinquent in the payment of County property taxes when bids are opened.
- (b) The County may reject all bids and re-advertise if appropriate, whenever it is deemed in the best interest of the County and may reject any part of a bid unless the bid has been qualified as all or none. Issuance of this solicitation does not commit County to pay any costs incurred in the preparation of a bid.

10. PRE-AWARD SURVEY: After bid opening and before award, County may perform a pre-award survey of the bidder's facilities and equipment to be used in the performance of work under this solicitation. Bidder agrees to allow all reasonable requests for inspection of his facilities with 2 days advance notice.

11. AWARD OF CONTRACT: Commissioners Court shall either award the contract to the responsible bidder who submits the lowest and best bid or may reject all bids and issue a new solicitation. If two responsible bidders submit the lowest and best bid, the Commissioners Court shall decide between the two by drawing lots in a manner prescribed by the County Judge. A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the Commissioners Court and present evidence concerning the lower bidder's responsibility or responsiveness. The County may also waive any minor informalities or irregularities in any bid.

- (a) The County may accept any item or group of items in this bid, unless the bidder limits acceptance of his bid to an "All or None" basis.
- (b) Prices must be quoted F.O.B. DESTINATION with all transportation charges prepaid, unless otherwise specified in the Invitation for Bids.
- (c) The Delivery Time or Delivery Schedule offered by bidders will be considered in determining the lowest and best bid.
- (d) If the state where a nonresident bidder has its principle place of business discriminates against Texas bidders, Texas law requires that nonresident bidder to underbid Texas bidders by the same amount that Texas bidders would be required to underbid that bidder in its home state. TEX. GOV'T CODE ANN., ch. 2252 (Vernon Supp. 1995). This provision does not apply to a contract involving federal funds.
- (e) Prompt payment discounts will not be considered in determining low bids and making awards.
- (f) A binding contract results when the Purchasing Agent signs a "Contract Award" sheet, attaches it to the Invitation For Bid, and delivers it to the bidder who completed it and returned it as his bid.

12. PURCHASE ORDER: Contractor will not deliver any items and/or perform any services until a purchase order number is assigned by the designated representative of the County Purchasing Office. Contractor will reference purchase order and contract number on all invoices submitted to the Travis County Auditor. Upon issuance of a purchase order, the contract administrator will call the Contractor with the items needed or work to be performed. The Contractor must respond by supplying the parts or performing the maintenance service at the time required. Failure to act in this manner may result in termination of this contract.

13. DELIVERED SUPPLIES:

- (a) If the Contractor did not specify what he intends to furnish, he must furnish items as specified in the item description.
- (b) Contractor certifies that any substitute brand matches the essential performance and salient characteristics of the Brand Name stated in the item description and must replace it if it does not conform.
- (c) All supplies or equipment shall be the latest improved model meeting specifications in current production at the time of delivery. The delivered items shall be of new manufacture including all parts, components, and accessory items. Equipment shall be delivered completely assembled, adjusted, serviced, and ready for continuous heavy-duty service.

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

15. DISPUTES AND APPEALS: The Purchasing Agent shall act as the County representative in the issuance and administration of this contract, and shall issue and receive all documents, notices, and correspondence. Except as provided in Par. 34, all documents, notices and correspondence not issued by or to the Purchasing Agent are void, and are considered as not having been issued or received. If the Appellant does not agree with any statement in a document, notice, or correspondence issued by the Purchasing Agent, he must give written notice of the exact point of disagreement to the Purchasing Agent within 10 days after receipt of the statement. If the matter is not resolved to the Appellant's satisfaction, then he shall submit a Notice of Appeal to the Commissioners Court through the Purchasing Agent within 10 days after receipt of an unsatisfactory reply. Appellant shall then have the right to be heard by Commissioners Court.

16. HUB PROCUREMENT PROGRAM:

- (a) The Commissioners Court unanimously adopted the City of Austin's Minority and Woman-Owned Business Enterprise goals and sub-goals, replacing the initial 30% HUB goal, to be observed by the County in its award of contracts and subcontracts to certified HUBs.
- (b) It is the policy of Travis County that HUBs shall have the maximum opportunity to participate in the performance of county contracts and subcontracts. Contractors shall make a "good faith effort" to take all necessary and reasonable steps to ensure HUBs maximum opportunity to participate as subcontractors. Failure by a contractor or subcontractor to carry out the County HUB Procurement Program shall constitute a breach of contract, and after notification of such breach by the Purchasing Agent may result in termination of this contract.
- (c) For purposes of HUB participation, Travis County shall count the dollar amount of all firm fixed price/fixed quantity contracts, or the dollar amount of Purchase Orders placed against "Estimated" or "Not to Exceed" contracts.
- (d) The following identifies specific procedures to be followed with respect to this Invitation For Bid in compliance with the HUB Procurement Program.
- (e) To be eligible under this program, HUB Proposers and subcontractors must:
 - (1) Be certified as HUB, M/WBE or DBE source by the City of Austin Municipal Government, Texas Unified Certification Program, or State of Texas Building and Procurement Commission
 - (2) Have on file in the Travis County Purchasing Office a proper Bidder's Application.
 - (3) Identify the certifying agency and Item/Service for which is certified.
 - (4) Obtain county approval of all proposed HUB subcontractors through the Purchasing Agent.
- (f) Complete the HUB Declaration form and Eligibility Declaration form in this IFB package.
- (g) Any third party may challenge a firm's HUB status before or after certification. Such action shall be in writing and submitted to the Purchasing Agent, including all relevant information available. If no merit to the challenge is found, the challenging party will be notified by the Purchasing Agent in writing and the matter will be considered closed. If merit is found, the firm in question will be notified by the Purchasing Agent of the challenge, who

made it, and a summary of the allegations. The challenged firm shall be required to submit, within a reasonable period of time, information in support of the firm's HUB status. The Purchasing Agent shall make an evaluation and notify the parties of a proposed determination, citing the basis for the decision, and providing an opportunity for an informal hearing to interested parties and affording an opportunity for a written or personal response. The Purchasing Agent shall make a recommendation to the Commissioners Court for a final determination. The Purchasing Agent shall inform all interested parties of the Commissioners Court's determination and its reasons. A firm's HUB status shall remain accurately certified during the challenging procedure and shall not be changed unless or until a successful challenge is finalized.

17. Conflict of Interest Questionnaire

If required under Chapter 176 Texas Local Government Code, Contractor shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Contractor shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Contractor shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The Contractor should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Contractor, Contractor shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

Supplier: Superior Septic

1. GENERAL DEFINITIONS.

- (a) "Commissioners Court" means Travis County Commissioners Court.
- (b) "Contract" means the Contract awarded pursuant to this Invitation for Bids.
- (c) "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans or Women of any ethnicity have the following rights:
 - (1) Own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and
 - (2) Have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is 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, and holding a title commensurate with that control.
- (d) "Is doing business" and "has done business" mean:
 - (1) Paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
 - (2) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - (3) But does not include 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,
 - (4) Any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and
 - (5) A transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.
- (e) "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- (f) "Purchasing Agent" means the Travis County Purchasing Agent or her designee.
- (g) "Sub-contractor" means a person or firm doing business with you.
- (h) "We", "us", and "our" means Travis County, Texas, a political subdivision of the State of Texas which is a party to this Contract.
- (i) "You" and "your" means a person or firm receiving the award for this Contract from Commissioners Court and which is a party to this Contract.

2. PURCHASING AGENT AUTHORITY.

- (a) The Purchasing Agent is our chief procurement officer and acts as our overall contract administrator. The Purchasing Agent may designate representatives to transmit instructions and receive information.
- (b) We assign a contract manager who oversees the day to day work under this Contract on our behalf. Our contract manager has authority to interpret and define in writing our policies and make decisions about your performance.

- 3. **TITLE AND RISK OF LOSS.** Title and risk of loss pass to us when we have actually received and accepted goods to be provided under this Contract at the delivery points stated in this Contract or our purchase order.

4. PACKAGING OF GOODS.

- (a) You must package goods at your expense in accordance with good commercial practice unless otherwise provided in this Contract. You must clearly mark each shipping container with the following information:
 - (1) Your name and address;
 - (2) Our name and address;
 - (3) The container number and the total number of containers, e.g. box 1 of 4; and
 - (4) An itemized packing slip clearly stating our purchase order number, the number of items, stock number, delivery destination and date.

5. INSPECTION AND ACCEPTANCE OF GOODS. We inspect all goods and services tendered and accept only goods that are in compliance with this Contract, and reject goods which are damaged or do not conform to the specifications of this Contract. You must pay the costs of replacing rejected and non-conforming goods.

6. VARIATION IN QUANTITY. We do not accept any variation in the quantity of any good to be provided under this Contract unless that variation was caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only if we have specified the extent of allowable variation in this Contract.

7. INSURANCE.

- (a) Unless we provide otherwise in the special provisions in this Contract, during the Contract, you must maintain, at your expense, insurance with at least the following minimum limits:

Automobile Liability:

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

General Liability (Including Contractual Liability):

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

Excess Liability:

Umbrella Form	Not Required
Worker's Compensation:	Statutory

- (b) With respect to this insurance, you must:
 - (1) Name us as an additional insured as our interests may appear;
 - (2) Provide us with a waiver of subrogation;
 - (3) Endorse the policy so that the insurer provides us with advance written notice of cancellation or material change to the insurance at least thirty (30) calendar day before the cancellation or change occurs;
 - (4) Provide our Purchasing Agent with a certificate of insurance evidencing required coverage within ten (10) calendar days after receipt of notice of award.
 - (5) Ensure the certificate of insurance contains our Contract number which is indicated on the notice of award we issue

8. INDEMNIFICATION AND CLAIMS NOTIFICATION.

- (a) You must indemnify us, and our officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses, copyrights, trademarks, or other intellectual property or proprietary rights applicable to items sold.
- (b) You must also indemnify us and our officers, agents, and employees, from all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not. This indemnification includes all expenses of litigation, court costs, and reasonable attorney's fees arising in connection with the goods or services you provide under this contract.
- (c) If any person, firm, corporation, or entity makes or brings any claim, proceeding before an administrative agency or other action related to your performance under this Contract against you, you must give us the following information within ten (10) working days after you are notified of it:
 - (1) The existence of the claim, proceeding, or other action;
 - (2) The name and address of the person, firm, corporation or their entity making a claim, or instituting any

type of proceeding, or action;

- (3) The alleged basis of the claim, proceeding, or action;
 - (4) The court or administrative tribunal where the claim, proceeding, or action was instituted; and
 - (5) The name or names of any other person against whom this claim is being made.
- (d) You must also give us copies of all pertinent papers you receive that relate to the claim, proceeding, or action within ten (10) working days after you are notified of them and all court pleadings related to your defense of these claims, proceedings, or actions within ten (10) working days after you file them:

9. YOUR REPRESENTATIONS.

- (a) You represent to us that:
- (1) Whenever practicable, you use recycled boxes, water-soluble peanuts, and other products that replace bubble wrap and petroleum based peanuts, which are harmful to the environment;
 - (2) You have thoroughly examined the drawings, specifications, schedule, instructions and all other Contract documents and made all investigations necessary to be thoroughly informed about plant and facilities for delivery of material, equipment or services as required by the bid conditions;
 - (3) Any brand substituted for the specified brand of goods to be supplied under this Contract matches the performance and salient characteristics of the goods specified and, if the goods do not conform, you will replace them;
 - (4) All supplies or equipment goods are the latest improved new model meeting specifications in current production at the time of delivery and are delivered completely assembled, adjusted, serviced, and ready for use.
 - (5) You have not employed or retained any person or selling agency, excepting bona fide employees and established commercial selling agencies that you maintain to secure business, to solicit or secure this Contract with an understanding that a commission, percentage, brokerage, or contingent fee is due.
 - (6) Neither you or your agents or your representatives have offered or given any gratuity of any kind to any of our officials or employees with a view toward securing favorable treatment with respect to this Contract.
 - (7) You have adhered to all applicable licenses, patents, copyrights, trademarks and other intellectual property or proprietary rights that may exist on goods supplied under this Contract so that we will not be liable for infringement of any of those rights.

10. YOUR WARRANTIES.

- (a) You warrant to us that:
- (1) Your goods delivered and services rendered conform to the specifications, drawings, or other descriptions furnished or incorporated by reference in this Contract;
 - (2) All goods delivered and services rendered are of merchantable quality, good workmanship, and free from defects;
 - (3) You will provide copies of applicable product and service warranties or guarantees to the Purchasing Agent within 10 days after you receive our notice of award;
 - (4) You will pay for return of non-complying, defective and damaged merchandise under warranty at your expense;
 - (5) Your warranties to us apply for the duration of this Contract or for the life of the goods purchased, whichever is longer.

11. OUR WARRANTIES.

- (a) We will only allow our employees and those with whom we have established a relationship aimed at furthering the public interest to use any exclusive rights you have granted to us. We will only allow this use for official public purposes.
- (b) We will not knowingly or intentionally violate any applicable patent, license, copyright, trademark or other intellectual property or proprietary rights applicable to items sold.

- 12. OFFICIALS NOT TO BENEFIT.** If a member of Commissioners Court belongs to a cooperative association, we may purchase services from the association only if no member of Commissioners Court will receive a pecuniary benefit from the purchase, other than an increase in dividends distributed generally to members of the association.

13. COMPLIANCE WITH LAW.

- (a) You must comply with all federal and state laws and regulations, city and county ordinances, orders, and regulations, relating in any way to this Contract. You must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations. You must pay all taxes and license fees imposed by the federal and the state governments and their agencies and political subdivisions upon your property and business.
- (b) Conflict Of Interest Questionnaire. If required under Chapter 176 Texas Local Government Code, Contractor shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Contractor shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Contractor shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The Contractor should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Contractor, Contractor shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.
- (c) Certification Of Eligibility. You certify that at the time of submission of your bid, you are not on the Federal Government's list of suspended, ineligible, or debarred contractors and that you have not been placed on this list between the time the bid was submitted and the award of this Contract. If you are placed on this list during this Contract, you must notify the Purchasing Agent.

14. CIVIL RIGHTS AND ADA COMPLIANCE. You must not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition. You must provide all goods and services required under this Contract in a manner that would comply with the federal laws prohibiting discrimination if you were required to comply with these laws. These laws include the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, 29 U.S.C. § 794 (2006), and the Americans With Disabilities Act of 1990, as amended,

15. YOUR RECORDS. You must maintain all records pertinent to both direct and indirect costs and expenses of this Contract, including at least costs of labor, material, equipment, supplies, and services for which you claim reimbursement under this Contract. You must make these records available to our authorized representatives for inspection, audit, or reproduction. If an audit is in progress or the findings of a completed audit have not been resolved to our satisfaction, you must maintain all required records until the audit is completed and all questions from an audit are resolved. If no audit is in progress and there are no unresolved questions arising from an audit, you must maintain all required records for three (3) years after the end of this Contract.

16. PAYMENTS AND INVOICING.

- (a) You must provide us with an Internal Revenue Form W-9, Request For Taxpayer Identification Number and Certification, completed in compliance with the Internal Revenue Code, its rules and regulations.
- (b) You must prepare a monthly invoice and submit it directly to the Travis County Auditor. We pay after we receive goods or services in compliance with the Contract and your invoices at the address below and reconcile the invoices with our purchase order. Any discrepancies between your invoice, our purchase order, and this Contract result in a delay in payment. We do not pay invoices that are in excess of the amount authorized by our purchase order.

Travis County Auditor
P.O. Box 1748
Austin, Texas 78767

- (c) Your invoices must include at least the following information:
- (1) Your name, address, and telephone number and similar information if payment is to be made to a different address;
 - (2) Our Contract or purchase order number;

- (3) Identification of goods or services provided and amounts due for each as outlined in this Contract;
- (4) Quantity provided and unit prices where applicable, the total amount due; and
- (5) Any additional payment information called for by this Contract.
- (d) We do not make partial payments unless you specifically request them and we approve them before awarding this Contract. We specifically approve payment of amounts due under this Contract on a monthly basis.
- (e) Chapter 2251 of the Texas Government Code governs accrual and payment of interest on overdue payments. Payment is considered made on the date we mail the check or warrant. For determining payment discounts, time begins on satisfactory delivery of services or submission of a complete and correct invoice in compliance with this Contract, whichever is later.
- (f) Within thirty (30) days after we request a refund, you must refund to us any money that we pay you that is not due under this Contract.

17. DISBURSEMENTS TO PEOPLE WITH OUTSTANDING DEBTS.

- (a) In this section, "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with us.
- (b) In accordance with Texas Local Government Code, section 154.045, if a notice of Debt has been filed with the Travis County Auditor or Treasurer that provides evidence of your Debt to the state, us or a salary fund, we do not draw a check or warrant on a County fund in favor of you, your agent or assignee until:
 - (1) The Travis County Treasurer notifies you in writing that the Debt is outstanding; and
 - (2) The Debt is paid.
- (c) We may apply any funds we owe you to the outstanding balance of Debt for which notice is made under Subsection (a)(1), if the notice states that the amount we owe you may be applied to reduce the outstanding Debt.
- (d) Despite anything to the contrary in this Contract, if your property taxes in Travis County are delinquent when you invoice us, you assign to the Travis County Tax Assessor-Collector the portion of what we owe you under this Contract that is equal to the amount of your delinquent County property taxes for payment of these taxes.

18. MODIFICATIONS.

- (a) Any changes to the terms and conditions of this Contract must be approved by Purchasing and by the Commissioners Court if required by applicable law or County policy. Unless we specifically provide otherwise in this Contract, any change to the terms of this Contract or any attachments to it must be in writing and signed by both you and us.
- (b) You acknowledge that none of our Officers, Agents, Employees, or Representatives has any authority to change the Terms of this contract or any attachments to it unless expressly granted that specific authority by Commissioners Court.
- (c) You must submit all requests for changes to this Contract or any attachment to it to the Purchasing Agent.
- (d) You acknowledge that the Purchasing Agent has authority to approve certain modifications subject to applicable law, Texas Local Government Code, Chapter 262 and our policies approved by Commissioners Court. Within that authority, the Purchasing Agent may approve modifications to this Contract. At any time, the Purchasing Agent may submit any request to Commissioners Court for approval, regardless of the authority of the Purchasing Agent to approve the modification.

19. ASSIGNMENTS AND SUBCONTRACTS.

- (a) We shall not assign any of our rights or our obligations under this Contract without your prior written consent. You shall not assign any of your rights or your obligations under this Contract without our prior written consent. None of our officials, employees, representatives or agents has the authority to approve any assignment under this Contract unless Commissioners Court expressly grants that specific authority.
- (b) If you assign this Contract in compliance this section, all aspects of this Contract are binding upon and inure to the benefit of your successors in interest and assigns. If we assign this Contract in compliance with this section, all aspects of this Contract are binding upon and inure to the benefit of our successors in interest and assigns.
- (c) If your actions require a change of name on the Contract, you must notify the Purchasing Agent immediately. We do not recognize any change in our contractual obligations until Commissioners Court approves the change.
- (d) You cannot enter into any subcontract to provide the performance required under this Contract unless we give our prior written approval or waive our right to give that approval. You acknowledge that none of our officers, agents, employees or representatives has the authority to grant that approval or waive it unless Commissioners Court expressly grants that specific authority.
- (e) If we approve your using a subcontract, you must make a "good faith" effort to give HUBs maximum opportunity to be subcontractors under this Contract by take all necessary and reasonable steps to solicit participation from HUBs. You must obtain our approval of all proposed HUB subcontractors through the Purchasing Agent.

20. DISPUTES AND APPEALS. The Purchasing Agent acts as our representative in the issuance and administration of this Contract in relation to disputes. Any document in relation to disputes that is not issued by or to the Purchasing Agent or our other authorized employee is void unless otherwise stated in this Contract. If you do not agree with any document issued by the Purchasing Agent, or our other authorized employee, you must submit your written dispute notice to the Purchasing Agent or our authorized employee within ten (10) calendar days after receipt of our document. Your dispute notice should outline your exact point of disagreement in detail. The Purchasing Agent then provides a written response to your dispute notice stating our resolution to you. If the dispute is not resolved to your satisfaction, you may submit a written notice of appeal to Commissioners Court through the Purchasing Agent. You must submit your notice of appeal within ten (10) calendar days after you receive our response. You then have the right to be heard by Commissioners Court, which makes a final determination.

21. MEDIATION. When mediation is acceptable to you and us in resolving a dispute arising under this Contract, we and you agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code, section 154.023. Unless we and you are satisfied with the result of the mediation, the mediation does not become a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Texas Civil Practice and Remedies Code, section 154.073, unless we and you agree, in writing, to waive the confidentiality.

22. FORCE MAJEURE. Neither party is liable to the other for any delays or damages caused by 1) federal or state laws, 2) the rules, regulations, or orders of any public body or official purporting to exercise authority or control over operations that affect performance under this Contract, 3) strikes not against the parties, 4) natural catastrophes caused by actions of the elements, or 5) acts of God. Delays and damages due to these causes are not considered a breach of this Contract if they do not continue for more than the reasonably necessary time to remedy the effects of the event causing the delay or damage.

23. NON-WAIVER OF DEFAULT.

- (a) If we waive a breach of this Contract, we are not waiving a subsequent breach, or another type of breach of this Contract. You acknowledge that our officers, agents, employees or representatives may not waive any breach of this Contract unless Commissioners Court expressly grants that specific authority.
- (b) We specifically reserve all our rights under this Contract. Any payment, act or omission which we make does not impair or prejudice any of our remedies or rights under it. Exercising any right or remedy in this Contract does not preclude the exercise of any other right or remedy. Any action we take to exercise any right or remedy shall not be deemed a waiver of any other rights or remedies.

24. TERMINATION OF CONTRACT FOR DEFAULT.

- (a) The following are specifically agreed to be breaches of this Contract and we are entitled to terminate this Contract in addition to the defined penalties below:
- (1) If you or your agents or your representatives offer or give any gratuity of any kind to any of our officials or employees with a view toward securing favorable treatment with respect to this Contract, you have breached this Contract and we are entitled to recover or withhold three times your cost to provide the gratuities.
 - (2) If you employ or retain any person or selling agency, other than bona fide employees or an established commercial selling agencies you maintain to secure business, to solicit or secure this Contract with an understanding that a commission, percentage, brokerage, or contingent fee is due, you have breached this Contract and, in our discretion, we are entitled to deduct the full amount of the commission, percentage, brokerage, or contingent fee from the Contract price, or otherwise recover it.
 - (3) If you use subcontractors and fail to make a good faith effort to employ HUBs as subcontractors, you have breached this Contract.
 - (4) If you provide a false certification or fail to notify us of being placed on the federal government's list of suspended, ineligible or debarred contractors, you have breached this Contract.
- (b) Failure by either party in performance under this Contract is a breach of this Contract.
- (c) If there is a breach, the non-breaching party may require the breaching party to correct the breach within ten (10) days after the breaching party receives written notice stating the exact nature of the breach.
- (d) If the breaching party fails to correct the breach or provide a satisfactory written reply excusing that failure within the ten (10) calendar days, then breach is deemed to be a default. The defaulting party has twenty (20) calendar days after notice of default to show cause why this Contract should not be terminated for default. Commissioners Court may take whatever action is appropriate and consistent with the County best interest.
- (e) The Purchasing Agent or our legal representative must issue all our notices under this section, and your replies must be made in writing to our representative who sent the notice. Any notices you issue to us must be sent to the Purchasing Agent or our legal representative. Any notice sent to anyone else is null and void.
- (f) We reserve the right to enforce the performance of this Contract in any manner prescribed by law and if this Contract is terminated for default, we may contract with another party with or without competition or further notice to you.
- (g) As a minimum, you are required to pay any difference in the cost of securing the performance under this Contract, or compensate for any loss or damage to us derived under it if it is necessary for us to contract with another source because of your default, plus reasonable administrative costs and attorney's fees.
- (h) If we terminate this Contract for default, we are not liable for any loss of your anticipated profits under this Contract.
- (i) This section will not be interpreted as a waiver of sovereign immunity and we retain all of its affirmative defenses.

25. TERMINATION OF CONTRACT OTHER THAN FOR BREACH.

- (a) Funding Out. Despite anything to the contrary within this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year, we may terminate this Contract without liability by giving you thirty (30) calendar days written notice that we are terminating this Contract due to that failure to fund.
- (b) Termination for Convenience. We reserve the right to terminate this Contract for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order if we send you written notice at least thirty (30) calendar days written notice before the date of termination. We shall not terminate this Contract for Convenience:
- (1) when we are authorized to terminate it under any other provision of this Contract.
 - (2) with the intention of awarding the same or similar contract requirements to another source.
- (c) If we terminate this Contract for convenience, we pay you those costs directly attributable to work done in preparation for completion or compliance with this Contract before our notice of termination. However, we do not pay for costs
- (1) which are recoverable in the normal course of doing your business or
 - (2) that you can mitigate through the sale of supplies or inventories.
- (d) If we pay for the cost of supplies or materials obtained for use under this Contract, these supplies or

materials become our property and you must deliver them to the delivery points stated in this Contract, or designated by the Purchasing Agent. We are not liable for any loss of your anticipated profits under this Contract.

26. FORFEITURE OF CONTRACT.

- (a) You must forfeit all benefits of this Contract and we retain all performance by you and recover all consideration or the value of all consideration paid to you under this Contract if:
 - (1) You were doing business at the time of submitting your bid or had done business with one or more Key Contracting Persons during the 365 day period immediately prior to the date on which your bid was due and you failed to disclose the name of that Key Contracting Person in your bid; or
 - (2) You do business with a Key Contracting Person after the date on which the bid that resulted in this Contract is submitted and before full performance of this Contract.

27. DESIGNATED COUNTY HOLIDAYS 2012: 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	2012
New Year's Day.....	Monday..... Jan..... 02,..... 2012
Martin Luther King, Jr. Day.....	Monday..... Jan..... 16,..... 2012
President's Day.....	Monday..... Feb..... 20,..... 2012
Memorial Day	Monday..... May.... 28,..... 2012
Independence Day	Wednesday..... Jul..... 04,..... 2012
Labor Day	Monday..... Sep..... 03,..... 2012
Veteran's Day	Monday..... Nov.... 12,..... 2012
Thanksgiving Day.....	Thursday..... Nov.... 22,..... 2012
Friday after Thanksgiving.....	Friday..... Nov.... 23,..... 2012
Christmas Season.....	Monday..... Dec.... 24,..... 2012
Christmas Season.....	Tuesday..... Dec.... 25,..... 2012

28. TIME IS OF THE ESSENCE. Timing of delivery and/or performance of the services in this Contract is of the essence. If delivery or completion dates cannot be met, you must notify us immediately. Such notice will not change the delivery or completion terms of this Contract.

29. APPLICABLE LAW AND VENUE. The laws of the State of Texas govern this Contract. As all obligations under this Contract are performable in Travis County, Texas, the appropriate courts of Travis County, Texas have exclusive jurisdiction and venue over any dispute arising out of this Contract. By accepting this Contract, you consent to the jurisdiction of these courts.

30. SEVERABILITY. If a court of competent jurisdiction rules any portion of this Contract invalid, illegal, or unenforceable in any respect, the remainder of this Contract remains valid and binding.

31. INTERPRETATION OF THIS CONTRACT.

- (a) Survival Of Our Affirmative Defenses. Nothing in this Contract may be interpreted as a waiver of our sovereign immunity and we retain all of our affirmative defenses.
- (b) Computation Of Time. When computing a time period under this Contract, the first day is excluded and the last day is included. If the last day is a Saturday, Sunday, or holiday designated by Travis County, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday. All hours are stated in Central Standard Time or Central Daylight Saving Time as applicable in Austin, Texas at that time of year.
- (c) Drafting Conventions and Style
 - (1) Headings and titles in this Contract have been included only to make it easier to locate the subject matter in it and are not used in interpreting this Contract.
 - (2) If a word is connected with and used with reference to a particular trade or subject matter or is used as a term of art, the word will have the meaning given by experts in the particular trade, subject matter, or art.
 - (3) Words in any tense include the other tenses (past, present and future). The singular includes the plural and the plural includes the singular unless expressly provided otherwise. Any gender includes the other

- genders (masculine, feminine and neuter).
- (d) **Entirety Of Agreement.** Unless specifically provided otherwise in this Contract this document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force.
- (e) If there is any inconsistency within this Contract, the inconsistency is resolved by giving precedence in the following order with the first being given priority over the rest and continuing thus through the list:
- (1) The Schedule of Items/Services;
 - (2) Terms and Conditions;
 - (3) General Provisions;
 - (4) Other provisions, whether incorporated by reference or otherwise; and
 - (5) The specifications.

Supplier: **Superior Septic**

TRAVIS COUNTY PURCHASING OFFICE 700 Lavaca Street, Suite 800 Austin, Texas 78701	
INVITATION FOR BID Bidder Acknowledgement	
Vendor Name: Superior Septic/Clean Can	
Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other	
Vendor Mailing Address:	8 Indian Meadows Dr, Round Rock, Tx 78665
Area code / Telephone Number:	512-244-6300
Toll-Free Telephone Number:	
Fax Number:	512-244-9015
Vendor E-Mail Address:	raynceachern@aol.com
Vendor Web Address:	
FEID No. or SS#:	74-24919573
Prompt Payment Discount Terms: % days	Bidder's State of Residence Tx
In compliance with the terms, conditions and specifications, the undersigned offers and agrees to furnish any and all of the items or services enumerated and upon which prices are bid at the unit price set opposite each item delivered at the designated points(s) within the time specified.	
Ray McEachern Name of Company Representative Submitting Bid	Owner Title of Company Representative Submitting Bid
6/1/12 Date	

Supplier: Superior Septic

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 Enterprise 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: N/A

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

If yes, by whom: 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/cmb/; City: www.ci.austin.tx.us/purchase/default.htm; TUCP: www.dot.state.tx.us/business/tucpinfo.htm

LIST OF CERTIFIED HUB SUBCONTRACTORS
(DUPLICATE AS NECESSARY)

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: 0% (List HUB Subcontractor information below).

HUB Subcontractor Name: N/A HUB Status (Gender & Ethnicity):

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

Address: N/A City: N/A State: N/A Zip: N/A

Contact Person: N/A Title: N/A Phone No.: N/A

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

Supplier: Superior Septic**SAFETY RECORD QUESTIONNAIRE**

(must be submitted with bid form)

The Travis County Commissioners Court desires to avail itself of the benefits of Section 262.0275 of the Local Government Code, and thereby consider the safety records of potential contractors prior to awarding bids on County contracts. Pursuant to Section 262.0275 of the Local Government Code, Travis County has adopted the following written definition and criteria for accurately determining the safety record of a bidder prior to awarding bids on County contracts.

The definition and criteria for determining the safety record of a bidder for this consideration shall be:

If the bidder in response to the questions in this Questionnaire reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHR) against the bidder for serious violations of OSHA regulations within the past three (3) years, County will, at its discretion, determine whether to disqualify the bidder.

If the bidder in response to the questions in this Questionnaire reveals more than one (1) case in which bidder has received a citation from an environmental protection agency for violations within the past five (5) years, County will, at its discretion, determine whether to disqualify the bidder. Environmental Protection Agencies include the U.S. Army Corps of Engineer (USACE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), and its past associated agency: the Texas Natural Resource Conservation Commission (TNRCC), the Texas Department of Health, the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgements. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

If the bidder in response to the questions in this Questionnaire reveals that the bidder has been convicted of a criminal offense within the past ten (10) years which resulted in serious bodily harm or death, County will determine whether to disqualify the bidder.

In order to obtain proper information from bidders so that Travis County may consider the safety records of potential contractors prior to awarding bids on County contracts, Travis County requires that bidders answer the following three (3) questions and submit them with their bids:

QUESTION ONE

Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES NO

If the bidder has indicated YES for question number one above, the bidder must provide to Travis County, with its bid submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

QUESTION TWO

Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations with the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgements. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

YES NO

If the bidder has indicated YES for question number two above, the bidder must provide to Travis County, with its bid submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

QUESTION THREE

Has the bidder, or the firm, corporation, partnership, or institution represented by bidder, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

YES NO

If the bidder has indicated YES for question number three above, the bidder must provide to Travis County, with its bid submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, in any, and penalty assessed.

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF TRAVIS

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.

Ray McEachern
Signature

Owner
Title

Supplier: **Superior Septic**

STATE OF TEXAS
COUNTY OF TRAVIS

ATTACHMENT 1

ETHICS AFFIDAVIT

Date: **6/1/12**
Name of Affiant: **Ray McEachern**
Title of Affiant: **Owner**
Business Name of Affiant: **McEachern Enterprises, INC, Superior Clean Can**
Business Address
8 Indian Meadows
Round Rock, TX 78665
County of Bidder: **Williamson**

Affiant on oath swears that the following statements are true:

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

Ray McEachern
Signature of Affiant

Round Rock, TX 78665

8 Indian Meadows

Address

ATTACHMENT 2

Bidder acknowledges that Bidder is doing business or has done business during the 365 day period immediately prior to the date on which this bid is due with the following key contracting persons and warrants that these are the only such key contracting persons:

Ray McEachern

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365 day period immediately prior to the date on which this bid is due with any key contracting person.

Supplier: **Superior Septic**

ENVIRONMENTAL COMPLIANCE AND SAFETY RECORD

Pursuant to Sections 262.0275 and 271.0275 of the Texas Local Government Code, the County shall consider the environmental compliance/safety record of the Bidders and may determine at its reasonable discretion the disqualification of any Bidder which in response to the following question reveals more than two (2) or more violations, with the severity and nature of the violations to be considered in the determination.

Has the Bidder, or the firm, corporation, partnership, or institution represented by Bidder, or anyone acting for such firm, corporation, partnership, or institution, received citations for violations of environmental laws within the past three years? Citations include, but are not limited to: notices of violation; suspensions/revocations of state/federal licenses or registrations; fines assessed; pending criminal complaints; indictments; convictions; deferred adjudications; administrative orders; draft orders; final orders; and final judgments. Any citations from the following agencies must be supplied: Environmental Protection Agency (EPA); Texas Commission on Environmental Quality or its past associated agencies such as the Texas Natural Resource Conservation Commission (TNRCC), the Texas Water Commission, and the Texas Air Control Board; and the Texas Department of State Health Services and its predecessor agency the Texas Department of Health. Also include any citations from environmental regulatory agencies of other states of the United States.

YES NO

If the Bidder has indicated YES, the Bidder shall provide to Travis County, with its bid submission, the following information with respect to each citation:

Date of Citation, location of establishment inspected, category of citation, final disposition of citation, and penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire and that I have not I withheld any information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.

Ray McEachern
Signature

Owner
Title

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
March 27, 2012

CURRENT	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge.....	Samuel T. Biscoe	
County Judge (Spouse).....	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant.....	Melissa Velasquez	
Executive Assistant.....	Josie Z. Zavala	
Executive Assistant.....	Cheryl Aker	
Commissioner, Precinct 1.....	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant.....	Deone Wilhite	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3.....	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant.....	Garry Brown	
Executive Assistant.....	Lori Duarte	
Executive Assistant.....	Jacob Cottingham	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
County Executive, Administrative.....	Vacant	
County Executive, Planning & Budget.....	Leslie Browder*	
County Executive, Emergency Services.....	Danny Hobby	
County Executive, Health/Human Services.....	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management.....	Roger El Khoury, M.S., P.E.	
Chief Information Officer.....	Joe Harlow	
Director, Records Mgmt & Communications.....	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney.....	James Collins	
Director, Land Use Division.....	Tom Nuckols	
Attorney, Land Use Division.....	Julie Joe	
Attorney, Land Use Division.....	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division.....	Vacant	
Attorney, Health Services Division.....	Prema Gregerson	
Purchasing Agent	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	
Purchasing Agent Assistant IV	Vacant	
Purchasing Agent Assistant IV	Lee Perry	

Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter*
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV George R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IV John E. Pcna, CTPM
 Purchasing Agent Assistant IV Rosalinda Garcia
 Purchasing Agent Assistant III Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Vacant
 Purchasing Agent Assistant III Loren Breland, CPPB
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 Purchasing Agent Assistant III Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III C.W. Bruner, CTP
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis
 TNR Christina Jensen

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV	Oralia Jones, CPPB	07/31/12
County Executive, Planning & Budget.....	Rodney Rhoades	08/19/12
Purchasing Agent Assistant IV	Diana Gonzalez..	12/16/12
Director, Health Services Division..	Beth Devery.....	03/09/13
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M....	03/14/13

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