

METROPOLITAN TRANSIT AUTHORITY

INVITATION FOR BIDS

FOR

**BUSINESS CARD PRINTING SERVICES**

METRO INVITATION FOR BIDS NO. IB0900091

**Bidder's signature on Invitation for Bids (Section III– Forms for Bidding/Proposing/Award) constitutes acceptance of a contract that may result from this Solicitation. Contract award/execution may be made by METRO without discussion.**

**FUNDING: 100% METRO**

**IMPORTANT – Notice to Bidder**

All responses to this solicitation must be labeled as indicated below and delivered or mailed to the following address:

Upper Left Corner of Envelope Must Indicate:  
Bidder/Contractor Name and Address

Lower Left Corner of Envelope Must Indicate:  
Solicitation Number  
Due Date  
Due Time  
Solicitation Title

Metropolitan Transit Authority  
Procurement Division Plan Room  
1900 Main St., Suite 2021  
Houston, Texas 77002  
P.O. Box 61429  
Houston, Texas 77208-1429

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**SECTION I - BIDDING/PROPOSING REQUIREMENTS AND INSTRUCTIONS****1 INVITATION FOR BIDS - SUMMARY (SERVICES)**

IFB NO.: IB0900091

REQUISITION NO.: UR0901494

PROJECT NO.: N/A

DATE OF IFB: **September 27, 2009**

For: Business Card Printing Services

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ISSUED BY:  
(No Collect calls accepted):

SUBMIT INQUIRIES BY WRITING OR CALLING:

METROPOLITAN TRANSIT AUTHORITY  
Procurement Division  
1900 Main St., Suite 2021  
Houston, Texas 77002  
P.O. Box 61429  
Houston, Texas 77208-1429  
Procurement Web Site: [http://www.ridemetro.org/procurement\\_materials](http://www.ridemetro.org/procurement_materials)

NAME: Tom Garrison  
TITLE: Contracts Administrator II  
TELEPHONE: (713) 739-3850  
FAX: (713) 739-4035  
E-MAIL: [tg06@ridemetro.org](mailto:tg06@ridemetro.org)

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BID OPENING TIME/LOCATION: Sealed bids in original form for work described herein will be received until 3:00 p.m. local time on **October 27, 2009** at the METRO Procurement Division Plan Room, 2nd Floor, 1900 Main St. St., Houston, Texas 77002, and at that time publicly opened and read aloud.

PERFORMANCE PERIOD for the project will be two (2) years with METRO from the effective date specified in the Notice to Proceed. (See Contract Article "Period of Performance").

INSURANCE: Each prospective bidder is cautioned to review the Insurance requirements of this Solicitation. (See Contract Articles "Workers' Compensation Insurance" and "All Other Insurance").

SMALL BUSINESS CONTRACT GOAL: METRO has adopted a Small Business/Disadvantaged Business Enterprise Program to encourage the participation of small business and disadvantaged business enterprises in contracting activities. All bidders are required to exercise good faith to use small businesses and disadvantaged businesses to the extent indicated in the Solicitation. This Solicitation has a 0% small business participation goal. Bidders may obtain a copy of the program by contacting METRO's Business Development Office at (713) 739-4844. ALL BIDDERS ARE REQUIRED TO EXERCISE GOOD FAITH TO USE SMALL BUSINESSES AND DISADVANTAGED BUSINESS ENTERPRISES TO THE EXTENT INDICATED IN THIS SOLICITATION.

TYPE OF AWARD: METRO anticipates the award of a firm fixed unit price type contract as a result of this Solicitation.

NOTE: All forms contained in this solicitation may be reproduced if more space is needed due to the number of subcontractors or suppliers to be submitted with the bid or for any other reason.

OBLIGATION: This Invitation for Bids does not obligate the Metropolitan Transit Authority to award a contract or to pay any costs incurred in the preparation or submittal of any bid.

REGISTRATION ON PROCUREMENT WEB SITE: All bidders should register on METRO's procurement website at [http://www.ridemetro.org/procurement\\_materials](http://www.ridemetro.org/procurement_materials) to insure that they receive the latest solicitations and updates via their registered e-mail address.

**2 "NO BID/PROPOSAL" RESPONSE FORM**

If no Bid is to be submitted, detach this sheet from the solicitation, complete the information requested below, fold, affix postage and mail.

**NO ENVELOPE NECESSARY.**

☐ Do not provide this product line. Remove us from your source list for these items.

☐ Unable to obtain required insurance.

☐ Unable to obtain required bonding.

☐ Not equipped to handle this project.

☐ Do not carry this item.

☐ Not within the scope of our capabilities.

☐ Insufficient bidding/proposing time.

☐ Unable to identify items(s).

☐ Can supply item, however, cannot be competitive.

☐ Cannot comply with Delivery/Performance Period.

☐ Project size is too large.

☐ Project size is too small.

☐ Not interested in this type of project. Explain: \_\_\_\_\_

☐ Cannot comply with specifications. Explain: \_\_\_\_\_

☐ Other: \_\_\_\_\_ We

☐ Do ☐ Do Not desire to be maintained on your solicitation mailing list

**TYPE NAME AND ADDRESS OF COMPANY:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Type or Print Name of Signatory

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
City State ZIP

\_\_\_\_\_  
Signature of Authorized Company Official

FROM:

Affix  
Stamp  
Here

TO: METROPOLITAN TRANSIT AUTHORITY  
Procurement Division  
1900 Main  
Houston, Texas 77002  
P.O. Box 61429  
Houston, Texas 77208-1429

### 3 INSTRUCTIONS TO BIDDERS

#### A. DOCUMENTS

1. A complete set of bid documents shall be used in preparing a bid. Bids will be accepted from only those bidders listed on METRO'S official Bidder's List at the designated bid opening time. METRO assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents.
2. METRO, in making copies of these documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not convey a license or grant for any other use.
3. Each bidder should carefully examine these documents and take such other steps as may be reasonably necessary to ascertain the Contract performance requirements. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the Contract. Extra compensation will not be allowed for conditions which are determinable by examining these documents. METRO will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the Contract, unless included in these documents.

#### B. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bids, drawings, specifications, etc., must be requested in writing and with sufficient time allowed (a minimum of 10 days before date set to receive bids) for a reply to reach bidders before the submission of their bids. Any interpretation made will be in the form of an amendment to the Invitation for Bids, drawings, specifications, etc., or information letter and will be furnished to all prospective bidders. Receipt of Amendments by the Bidder must be acknowledged in the space provided on the Bid or Amendment Form or by letter received by METRO before the time set for opening of bids. Oral explanations or instructions given before the award of the Contract will not be binding.

#### C. BIDDER QUALIFICATIONS/ELIGIBILITY FOR AWARD

1. In order for a bidder to be eligible to be awarded the Contract, the Bid must be responsive to the Invitation and METRO must be able to determine that the Bidder is responsible to perform the Contract satisfactorily.
2. Bidders must bid all line items for both Year No.1 and Year No. 2 in the Schedule of Items and Prices to be eligible for award of any resulting contract(s).
3. Responsive bids are those complying with all material aspects of the Solicitation. Bids which do not comply with all the terms and conditions of the Solicitation will be rejected as non-responsive.
4. Responsible bidders as a minimum must:
  - a) Have financial resources adequate to perform the Contract, or ability to obtain such resources as are required during the performance of the Contract;
  - b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments;
  - c) Have a satisfactory record of current and/or past performance in behalf of METRO and/or other owners, including the areas of scheduling, submittals, record keeping, reporting, qualified supervision, skilled workforce, safety, quality of equipment, materials and workmanship, timely performance, warranties and guarantees;
  - d) Have necessary equipment to print business cards. Have the necessary technical equipment, material and capability, including qualified supervision and skilled workforce, adequate to perform the Contract, or the ability to obtain such resources as are required during the course of the Contract;
  - e) Have a satisfactory record of business integrity and ethics;
  - f) If applicable, have a satisfactory record, as a contractor, of making good-faith efforts to achieve Small Business/Disadvantaged Business Program goals in past METRO projects, as well as providing evidence satisfactory to METRO that the Bidder will comply with the Small Business Program/Disadvantaged Business requirements and goals contained herein;
  - g) Certify that it is not on the U.S. General Services Administration's "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs". Signing and submitting the Bid is so certifying;
  - h) Be qualified as an established firm regularly engaged in the type of business to provide the items/work required by this Solicitation; and
  - i) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
  - j) Have a minimum of three (3) years experience in printing business cards.
4. A bidder may be requested to submit written evidence verifying that they meet the minimum criteria necessary to be

determined a responsible bidder. Refusal to provide requested information will result in the Bidder being declared non-responsive, and the Bid will be rejected.

5. Bids deviating or taking exception to the Solicitation requirements will not be considered.

#### D. DISQUALIFICATION

METRO reserves the right to disqualify a bid, before or after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of a bidder.

#### E. PROTESTS

1. Each protest to the Solicitation documents shall be submitted for resolution to the Vice President of Procurement & Materials. Each such protest shall be in writing and shall be supported by the information set forth in Chapter 19 of METRO's Procurement Manual to enable the protest to be considered. A protest or objection will not be considered if it is insufficiently supported or it is not received within the time limits specified herein.
2. A protest based upon terms, conditions or form of a proposed procurement action prior to bid opening, shall be submitted so that it is received by the Vice President of Procurement & Materials no later than five (5) calendar days prior to the specified bid opening date.
3. For a protest concerning award decision, including bid evaluations, the initial protest must be received by the Vice President of Procurement & Materials not later than five (5) calendar days after the interested party knows, or through exercise of reasonable diligence should have known, whichever is earlier, of the grounds for the protest, following bid opening.
4. Each protest will be processed in accordance with METRO's Protest Procedures located in Chapter 19 of METRO's Procurement Manual. A copy of the procedures will be provided to the protester upon written request to METRO's Vice President of Procurement & Materials.
5. A written final determination on any protest will be rendered by METRO's President & Chief Executive Officer and will be provided to the protester as soon as practicable.
6. Federal Transit Administration (FTA) Circular 4220.1F, Chapter VII, addresses proposal protests. A copy of this paragraph will be provided to the protester upon written request to METRO. Review of a protest by FTA will be limited to a grantee's failure to have or follow its written protest procedures, its failure to review a complaint or protest, or violations of Federal law or regulations. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by METRO or other basis of appeal to FTA. Violations of a specific Federal law or regulation will be handled by the complaint process stated within that law or regulation. Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative or judicial authorities.

#### F. PREPARATION OF BID

1. A bid shall be submitted on the forms furnished by METRO or re-produced copies of METRO forms; shall be completed in ink or by typewriter and shall be manually signed. If erasures or other changes appear on the forms, each erasure or change shall be initialed by the person signing the bid. Telegraphic or facsimile (fax) bids are not authorized.
2. The Bid Form may provide for submittal of a price or prices for one or more items, which may be lump sum bids, alternative prices, scheduled items resulting in a bid on a unit price, lump sum or a combination thereof. Where the Bid Form explicitly requires that the Bidder bid on all items, failure to do so will disqualify the Bid. When submittal of a price on all items is not required, a bidder shall insert the words "no bid" in the space provided for any item on which no price is submitted.
3. If a bid is from an individual, sole proprietorship, or a bidder operating under a trade name, the bid shall be signed by that individual.
4. A bid by a partnership shall be executed in the partnership name and signed by a partner; the official address of the partnership shall be shown below the signature.
5. A bid by a corporation shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the corporate secretary or assistant secretary.
6. A bid submitted by a joint venture shall list the names of all joint venturers and the mailing addresses of each and shall be executed by all joint venturers in the same manner as if they were individually submitting bids. The signature portion of the Bid Form shall be altered as appropriate for execution by the joint venture and all joint venturers.

7. All names shall be typed or printed below the signature.
8. The Bid shall contain an acknowledgment of receipt of all Amendments to the Solicitation.
9. Communications regarding this Solicitation are to be directed to the address and to the attention of the person shown on the Invitation for Bids form.
10. Unless called for, alternative bids will not be considered.

**G. POSTPONEMENT OF BID OPENING**

Notwithstanding the time for opening of bids established in the Invitation for Bids, the bid opening may be postponed solely at METRO's discretion.

**H. SUBMISSION OF BIDS**

A bid shall be submitted so as to be received no later than the exact time and at the place indicated in the Invitation for Bids and shall be enclosed in a sealed envelope clearly identified as a bid with the project title, Invitation for Bids number and bid opening date and time. The envelope shall identify the name and address of the Bidder and shall contain the bid security, if required, and other required documents. Failure to do so may result in a premature opening of, or a failure to open, such bid.

**I. LATE BIDS, MODIFICATION OR WITHDRAWAL OF BIDS**

1. Any bid or modification of bid received at the METRO office designated in the Invitation for Bids after the exact time specified for receipt will not be considered. Late bids received will be retained unopened and filed with unsuccessful bids in the official contract file.
2. A bid may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and they sign a receipt for the Bid, but only if the withdrawal is made prior to the exact time set for opening of bids.
3. Modifications of bids already submitted will be considered if received at the office designated in the Invitation for Bids by the time set for opening of bids.

**J. PUBLIC OPENING OF BIDS**

Bids will be publicly opened immediately following the time set for opening in the Invitation for Bids. The total bid price(s) will be read aloud for the information of bidders and others interested, who may be present.

**K. BID EVALUATION**

1. Bids will be evaluated on the basis of the two (2) year total extended bid amount for all items as identified on the Bid/Contract Amount Items and Prices.
2. Bidders must bid on all items to be considered for award. Bids submitted for quantities less than specified for each item will be rejected as non-responsive.

**L. AWARD OF CONTRACT**

1. Award of a Contract(s), if awarded, will be made to the responsive and responsible bidder offering the highest revenue to METRO and whose bid conforms to the Solicitation Documents.
2. METRO reserves the right to reject any and all bids, to waive any informalities in bids received and the right to reject all nonconforming, unbalanced, non-responsive or conditional bids. Discrepancies between words and figures will be resolved in favor of words.
3. Bids containing apparent clerical mistakes such as discrepancy between unit bid price and the price extension or the sum of the extended amounts and the total bid price, or other apparent clerical mistakes, will be resolved by the Contract Administrator in accordance with the Mistake in Bid procedures contained in METRO's Procurement Manual.
4. A written Notice of Award will be issued to the successful bidder upon being selected for award of a contract and execution of any resultant contract.
5. The successful bidder must provide a current Workers' Compensation Insurance certificate prior to being awarded the Contract.
6. A split award will not be made. Bidders must bid on all items and award will be made based on the total aggregate price.

7. In the event of tie bids, the successful Bidder will be determined by drawing of lots at an open meeting with the tie bidders invited to attend.

**M. RECEIPT OF SINGLE BID**

If only one bid is received in response to the Invitation for Bids, a detailed cost breakdown will be required from the single bidder. An evaluation will be performed of the cost breakdown in order to determine if the price is fair and reasonable.

**N. DISCOUNTS**

1. No discounts will be considered in the evaluation of bids.
2. Discounts for early payment may be offered in the original bid or on individual invoices submitted under the resulting Contract, and discounts offered will be taken by METRO if payment is made within the discount period specified.
3. Discounts that are included in bids become a part of the resulting Contract and are binding on the Contractor. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

**O. INSURANCE REQUIREMENTS**

The Bidder whose bid is accepted shall, within the time established in the Invitation for Bids, enter into a written Contract with METRO and, if required, furnish Certificates of Insurance in the amounts indicated in the Contract.

**P. METRO-FURNISHED PROPERTY**

No material, equipment or facilities will be furnished by METRO unless otherwise stated in the Solicitation.

**Q. TAXES**

METRO is exempt from payment of Federal Excise and Transportation Tax and the Texas Limited Sales, Excise and Use Tax. Contractor's invoice(s) shall not contain assessment for any of those taxes.

**R. SMALL BUSINESS CONTRACT GOAL**

1. The Metropolitan Transit Authority of Harris County, Texas (METRO) has implemented a Small Business/Disadvantaged Business Enterprise Program, hereinafter referred to as the Program, for small businesses and disadvantaged businesses attempting to provide goods and/or services as prime contractors to METRO or as subcontractors to other prime contractors to METRO. It is the policy of METRO to promote equal opportunity and nondiscrimination in all of its procurement matters in accordance with state and federal law. The Program seeks to provide small businesses and disadvantaged businesses a full and fair opportunity to participate in METRO projects. The Small Business/Disadvantaged Business Enterprise Program shall not be used to discriminate against any person or company or group of persons or companies because of race, color, religion, sex, age, disability or national or ethnic origin. Each bidder, proposer, contractor and subcontractor shall comply with this nondiscrimination requirement. In a subcontracting market which operates in a non-discriminatory manner, it would be expected that the distribution of subcontracts would generally reflect the availability of qualified and available contractors of various ethnic groups.
2. Any small business whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standards as specified in 13CFR Part/21 is eligible to apply for participation in the Program. Successful completion of a certification process with METRO's Small Business Program Office constitutes enrollment in the Program. Small business eligibility will be determined without regard to race, color, religion, sex, age, disability, national origin or veteran status.
3. In applying for the Program, any small business may also voluntarily identify itself as a disadvantaged business enterprise by showing that 51 percent of the business is owned by one or more individuals who are socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. METRO employs the definition of "socially and economically disadvantaged" as found at 49 Code of Federal Regulations (CFR) Part 26, Section 26.5.
4. This Solicitation has a Contract Goal for small business participation. Contract Goals may be satisfied by utilizing certified small businesses or certified disadvantaged business enterprises or a combination of both.

5. In connection with this Solicitation, METRO has established the following percentage, of the total dollar amount of the offer, as its Contract Goal for Small Business participation.

0%

**S. POST-PERFORMANCE REPORTING**

At the conclusion of the contract, the contractor will be required to report on first tier subcontractor utilization by scope of work and dollar amount of the subcontracts. This report shall include identification of the subcontractors, whether the subcontractors are eligible small businesses and the dollar amount of the subcontracts.

**T. INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting a bid, the Bidder is providing the certification set out in Paragraph V below.
2. The certification in this Instruction to Bidders is a material representation of fact upon which reliance will be placed by METRO to enter into a resultant contract. If it is later determined that the Bidder/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, METRO may pursue available remedies, including suspension and/or debarment.
3. The bidder shall provide immediate written notice to METRO if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "bid" and "voluntarily excluded", as used herein, have the meanings set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom your bid is submitted for assistance in obtaining a copy of this regulation.
5. The bidder agrees by submitting a bid that, should the resulting contract for the proposed covered transactions entered into, it shall not knowingly enter into any subcontract with a firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by METRO.
6. The bidder further agrees by submitting this bid that it will include the instruction titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," at Paragraph V below, without modification, in all solicitations for lower tier covered transactions, expected to equal or exceed \$25,000.00.

**U. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION**

1. The Bidder certifies, by submission of the bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to the bid being submitted to METRO.

**V. INDEPENDENT PRICE DETERMINATION.**

By submitting this Bid, the Bidder certifies that he has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding; and further, that he has not in any manner, directly or indirectly sought by agreement, collusion, communication or conference, with any person, to fix the bid amount herein or any other bidder, or to fix any overhead, profit, or cost element of said bid amount, or that of any other bidder, or to secure any advantage against METRO or any person interested in the proposed Contract.

**W. COVENANT AGAINST CONTINGENT FEES**

By submitting this bid, the Bidder certifies that he has not employed any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this Contract, and has not paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this Contract; and agrees to furnish information relating to the above, as requested by the Contracting Officer.

## X. PROHIBITION ON LOBBYING

No Bidder or Proposer shall, directly or indirectly, engage in any conduct (other than the submission of the Bid, Proposal or other prescribed submissions and/or presentations before the Evaluation or Selection Committees) to influence any employee of METRO or any member of the Metropolitan Transit Authority Board of Directors concerning the award of a contract as a result of this Solicitation. Violation of this prohibition may result in disqualification of the Bidder or Proposer from further participation in the solicitation for the services or goods sought herein or from participation in future METRO solicitations or contracts.

## Y. SOLICITATION ORDER OF PRECEDENCE

Notwithstanding the Article of this Solicitation entitled "Contract Order of Precedence," in the event of an inconsistency between provisions of this Solicitation prior to award, the inconsistency shall be resolved by giving precedence in the following order:

1. Solicitation Amendments (if any) with the latest having precedence;
2. Bid/Contract Amount, Items and Prices excluding any specifications or drawings;
3. Instructions to Bidders including Invitation for Bids form;
4. Solicitation, Bid and Award form/Attachments;
5. Contract Articles;
6. Technical Specifications/Scope of Service;
7. Drawings;
8. Any other full-text provision of this Solicitation whether incorporated by reference or otherwise.

## Z. APPROVAL OF CONTRACT.

If required, award of a Contract evolving from this solicitation shall be contingent upon the prior receipt of written approval from the METRO Board. No contractual agreement shall be binding on METRO until this approval has been obtained.

## AA. SUBMISSION REQUIREMENTS AND PROCEDURES

Each bidder must complete, sign and return the following attachments at the times indicated below:

## 1. Bid Forms

- \*a. "Certification of Restrictions on Lobbying".
- \*b. "Disputes Resolution Process". Bidder shall designate on this Bid Form the type of disputes resolution process (Disputes Appeals Committee or Non-Binding Third Party Arbitration) that will apply to any contract resulting from this solicitation. In the event the successful bidder fails to make such designation on the Bid Form Attachment as instructed, any resulting contract will incorporate the "Disputes Appeal Committee" process for disputes resolution.
- \*c. "Bidder's Questionnaire". Bidder must provide complete and current information in response to each question. If the bidder is a joint venture, each joint venturer shall prepare and submit a separate form.

## 2. Bid/Award Forms

- \*a. "Solicitation, Bid and Award".
- \*b. "Bid/Contract Amount, Items and Prices". Bidder must indicate its bid amount in figures and words.

- \*\*3. When a special license or permit is required by federal, state or local law or ordinance, a bidder must be properly licensed prior to bidding and furnish evidence of such with the bid.

- \* Provide with Bid  
\*\* Provide if applicable

**SECTION II - FORMS FOR BIDDING/PROPOSING****1 CERTIFICATION OF RESTRICTIONS ON LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

By: \_\_\_\_\_  
(Signature of Company Official)

\_\_\_\_\_  
(Title of Company Official)

**2 DISPUTES RESOLUTION PROCESS**

METRO hereby provides the bidder the opportunity to select a contract disputes process for resolving disputes by utilizing either a METRO Disputes Appeals Committee or non-binding third party arbitration.

Bidder shall designate on this form, by initialing the appropriate blank below, the type of disputes resolution process (Disputes Appeals Committee or non-binding third party arbitration) that it elects to apply to any contract resulting from this solicitation.

(initial your selection)

\_\_\_\_ METRO DISPUTES APPEAL COMMITTEE

If the Bidder selects this process, the wording of the Contract Disputes Article will read as follows:

Any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement will be decided by the Contracting Officer, who will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer will be final unless, within ten (10) calendar days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the METRO Contract Appeals Committee. The Contract Appeals Committee will be designated by the President & Chief Executive Officer and will hear the Contractor's appeal and make a recommendation to the President & Chief Executive Officer for the final decision. In connection with any appeal proceeding under this Article, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. The decision of the President & Chief Executive Officer will be final and conclusive with respect to the Contractor's administrative remedies under this Disputes Article. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's decision. This Disputes Article does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Contract, however, shall be construed as making final the decision of any administrative official, representative, or committee on a question of law.

\_\_\_\_ NON-BINDING THIRD PARTY ARBITRATION

If the Bidder selects this process, the wording of the Contract Disputes Article will read as follows:

A. Any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement will be decided by the Contracting Officer, who will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer will be final unless, within ten (10) calendar days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal of the final decision.

B. Upon receipt of written appeal, an arbitrator mutually acceptable to METRO and the Contractor shall be selected. Unless otherwise agreed by the parties, arbitrators shall be selected through the American Arbitration Association. Unless otherwise agreed by the parties, the arbitrator shall schedule a hearing within ten (10) days of his/her selection. The hearing shall be informal but either party has the right to be represented by counsel if it so desires. No post hearing brief shall be filed or transcripts made. Either party may file a written statement of position at the hearing. There shall be no formal rules of evidence. The hearing shall normally be completed within one (1) day. The arbitrator shall render a written recommendation within three (3) working days after the conclusion of the hearing. By mutual agreement of the parties, the time for rendering a decision may be extended for an additional two (2) working days. The recommendation of the arbitrator shall be based on the record before the arbitrator and should include a brief written explanation of the basis for the recommendation. The written findings of the arbitrator shall be submitted to the President & Chief Executive Officer who shall make the final decision on the dispute. Costs of the arbitration, including transportation, travel, lodging and any other directly related charges by the arbitrator or the American Arbitration Association, shall be shared equally by METRO and the Contractor.

C. The decision of the President & Chief Executive Officer will be final and conclusive with respect to the Contractor's administrative remedies under this Disputes Article. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's decision. This Disputes Article does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Contract, however, shall be construed as making final the decision of any administrative official, representative, or committee on a question of law.

(In the event the successful bidder fails to select a method of disputes resolution, as provided for above, any subsequent contract will incorporate the "Disputes Appeal Committee" process for disputes resolution)

**3 BIDDER'S QUESTIONNAIRE**

This questionnaire is to be submitted with the bid. Failure to provide the completed questionnaire when requested may cause rejection of your bid. All references and information shall be current and traceable. If the bidder is a joint venture, a separate form shall be prepared by each venturer.

1. NAME OF BIDDER: \_\_\_\_\_

PRINCIPAL BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Are you an individual \_\_\_\_\_, a partnership \_\_\_\_\_, a corporation \_\_\_\_\_, or a joint venture \_\_\_\_\_? (Check as applicable), incorporated in the State of \_\_\_\_\_.

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and state of incorporation; if a joint venture, list names and addresses of venturers and, if any venturer is a corporation, partnership or joint venture, list the same information for each such corporation, partnership and joint venturer.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. How many years has your organization been in business as a contractor under your present business name? \_\_\_\_\_ years.

4. How many years of experience has your organization had in providing services similar to that required in this Invitation to Bid.

5. How many people are currently employed by your firm?

A. In Texas \_\_\_\_\_

B. Outside Texas \_\_\_\_\_

6. Of the people employed, what are the job classifications involved and how many people are assigned to each classification?

JOB CLASSIFICATION NO. OF EMPLOYEES

JOB CLASSIFICATION NO. OF EMPLOYEES

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. What is the total square footage of your company's facilities?

\_\_\_\_\_ IN TEXAS

\_\_\_\_\_ OUTSIDE TEXAS

- A. Inside Plant Space: \_\_\_\_\_ sq. ft.. \_\_\_\_\_ sq. ft.
- B. Office Space: \_\_\_\_\_ sq. ft. \_\_\_\_\_ sq. ft.
- C. Outside Plant Yard: \_\_\_\_\_ sq. ft.. \_\_\_\_\_ sq. ft.
- D. Parking Area: \_\_\_\_\_ sq. ft.. \_\_\_\_\_ sq. ft.

8. List the names of clients (other than individuals), including public bodies, for whom you have furnished the same or similar services.

| NAME OF CLIENT | BUSINESS ADDRESS | TYPE OF BUSINESS | TYPE OF SERVICES | TELEPHONE |
|----------------|------------------|------------------|------------------|-----------|
| _____          | _____            | _____            | _____            | _____     |
| _____          | _____            | _____            | _____            | _____     |
| _____          | _____            | _____            | _____            | _____     |
| _____          | _____            | _____            | _____            | _____     |
| _____          | _____            | _____            | _____            | _____     |
| _____          | _____            | _____            | _____            | _____     |

9. Have you or your organization, or any officer or partner thereof, failed to complete a Contract? Yes \_\_\_\_\_ No \_\_\_\_\_

10. Is any litigation pending against your organization? \_\_\_\_\_

If so, give details:

\_\_\_\_\_  
 \_\_\_\_\_

11. Name your principal financial institution for financial responsibility reference.

Name of Bank: \_\_\_\_\_

Street Address: \_\_\_\_\_

City and State: \_\_\_\_\_ Telephone: \_\_\_\_\_

Officer familiar with Bidder's Account: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

12. State your firm's annual average receipts over the past 3 fiscal years: \$ \_\_\_\_\_

13. Provide upon request a certified financial statement for the bidder's most recently closed fiscal reporting year.

The undersigned certifies that he/she is legally authorized by the bidder to make the statements and representations contained in this bid, and represents and warrants that the foregoing information is true and accurate to the best of his/her knowledge, and intends that the Metropolitan Transit Authority, Harris County, Texas can rely thereon in evaluating this bid.

BIDDER'S NAME: \_\_\_\_\_

DATE OF SIGNING: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**SECTION III - FORMS FOR BIDDING/PROPOSING/AWARD**

**1 SOLICITATION, BID AND AWARD FORM**

**METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY TEXAS  
INVITATION FOR BIDS**

Requisition No. UR0901494

IFB No. IB0900091

Date of Invitation: **September 27, 2009**

Contract No. \_\_\_\_\_

Description of Project: Business Card Printing Services

(TO BE COMPLETED BY BIDDER)

BIDDER/CONTRACTOR NAME AND ADDRESS:

(Full Name of Firm, Corporation, Partnership, Joint Venturer - Type or Print)

\_\_\_\_\_

PHONE: ( ) \_\_\_\_\_

\_\_\_\_\_

FAX NO: ( ) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In compliance with the above referenced Invitation for Bids, the undersigned hereby proposes to furnish all of the resources necessary to complete the above referenced project for the total cost of each group bid listed in Section III, 2 Bid/Contract Amount/Items and Prices herein and in accordance with the Contract.

The undersigned agrees that, upon written acceptance of this bid, mailed or otherwise furnished within One Hundred Twenty (120) calendar days after the date of opening of bids, the Bidder will within fourteen (14) calendar days (unless a longer period is allowed) after receipt of the prescribed documents, execute a Contract and provide evidence of insurance, bonds and other documentation as may be required.

Any resulting contract(s) will consist of this form and Sections III through XII of the original solicitation.

The resulting contract sets forth the entire agreement between the parties with respect to the subject matter thereof, and supersedes and replaces all proposals, negotiations, representations, and implied obligations. The obligations, liabilities and remedies set forth herein are exclusive and shall operate as limitations on any action brought in connection with this Contract, including an action in tort. The resulting contract is binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

CAUTION - Bids shall not be qualified by exceptions to the bidding conditions.

DIRECTIONS FOR SUBMITTING BIDS:

Envelopes containing bids, guarantee, or other bid documents shall be sealed, marked, and addressed as follows:

METROPOLITAN TRANSIT AUTHORITY  
Procurement Division  
1900 Main St., Suite 2021  
Houston, Texas 77002  
P.O. Box 61429  
Houston, Texas 77208-1429

NOTE:

Identify the envelope containing a bid with the Project Title, Invitation for Bid Number and bid opening date and time; and Company's name and address.

(TO BE COMPLETED BY BIDDER)

RECEIPT OF BID AMENDMENT(S):

Bidder acknowledges receipt of the following Amendment(s).  
(List number and date of each)

OFFER  
(TO BE COMPLETED AND SIGNED BY BIDDER)

SIGNATURE OF BIDDER/CONTRACTOR:

ATTEST:

BY: \_\_\_\_\_  
(MUST BE SIGNED BY AUTHORIZED PERSON)

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Note: 1) If Joint Venturer, each party shall provide the above information and sign the offer.

2) Bidder/Contractor's signature constitutes acceptance of a contract that may result from this Solicitation.

=====

ACCEPTANCE AND AWARD  
(TO BE COMPLETED AND SIGNED BY METRO)

ALTERATIONS: The following alterations were made in this Contract before it was signed by METRO (Indicate "None" or list alterations)

\_\_\_\_\_  
Contract No. \_\_\_\_\_

METRO and the Contractor have executed this Contract and it shall be effective on the \_\_\_\_ day of \_\_\_\_\_, 2009.

METROPOLITAN TRANSIT AUTHORITY  
OF HARRIS COUNTY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Assistant Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Pauline E. Higgins  
Vice President and General Counsel

APPROVED:

\_\_\_\_\_  
Louise Richman  
Chief Financial Officer

**2 BID/CONTRACT AMOUNT, ITEMS AND PRICES**

Bidder agrees to furnish all resources necessary to supply and deliver F.O.B., destination, regular, police and executive business cards, in accordance with Attachment No. 1, "Scope of Service for Business Card Printing Services", at the below bid prices.

**YEAR 1**

| ITEM No.        | DESCRIPTION                 | UNIT | ESTIMATED QUANTITY        |            | UNIT BID PRICE           | EXTENDED BID AMOUNT            |
|-----------------|-----------------------------|------|---------------------------|------------|--------------------------|--------------------------------|
|                 |                             |      | A.                        | B.         | C.                       | D.                             |
| ITEM NO.        | DESCRIPTION                 |      | ESTIMATED ANNUAL QUANTITY | UNIT (Box) | UNIT BID PRICE (Per Box) | EXTENDED BID AMOUNT (B x C =D) |
| 1.              | Regular business cards      |      | 1,100                     | (250)      |                          |                                |
| 1-A.            | Regular business cards      |      | 100                       | (500)      |                          |                                |
| 1-B.            | Regular business cards      |      | 20                        | (1,000)    |                          |                                |
| 2.              | METRO Police business cards |      | 300                       | (250)      |                          |                                |
| 3.              | Executive business cards    |      | 50                        | (250)      |                          |                                |
| 4.              | Business card blanks        |      | 362.5 M                   | (M)*       |                          |                                |
| Total Bid Price |                             |      |                           |            |                          |                                |

\*M = 1,000

**TOTAL EXTENDED AMOUNT** \$ \_\_\_\_\_  
(Year No. 1)

**YEAR 2**

| ITEM<br>NO. | DESCRIPTION                 | A.                                     | B.                   | C.                                       | D.                                              |
|-------------|-----------------------------|----------------------------------------|----------------------|------------------------------------------|-------------------------------------------------|
|             |                             | ESTIMATED<br>ANNUAL<br><u>QUANTITY</u> | <u>UNIT</u><br>(Box) | UNIT<br>BID<br><u>PRICE</u><br>(Per Box) | EXTENDED<br>BID<br><u>AMOUNT</u><br>(B x C = D) |
| 1.          | Regular business cards      | 1,100                                  | (250)                | _____                                    | _____                                           |
| 1-A.        | Regular business cards      | 100                                    | (500)                | _____                                    | _____                                           |
| 1-B.        | Regular business cards      | 20                                     | (1,000)              | _____                                    | _____                                           |
| 2.          | METRO Police business cards | 300                                    | (250)                | _____                                    | _____                                           |
| 3.          | Executive business cards    | 50                                     | (250)                | _____                                    | _____                                           |
| 4.          | Business card blanks        | 362.5 M                                | (M)*                 | _____                                    | _____                                           |
|             | Total Bid Price             |                                        |                      | _____                                    | _____                                           |

\* M=1,000

**TOTAL EXTENDED AMOUNT** \$ \_\_\_\_\_  
(Year No. 2)

**TOTAL EXTENDED BID AMOUNT** \$ \_\_\_\_\_  
(Year 1 and 2)

### 3 KEY PERSONNEL FORM

---

PRIME CONTRACTOR: \_\_\_\_\_

TEL (     )     -

FAX (     )     -

E-MAIL: \_\_\_\_\_

KEY PERSONNEL (PRIME CONTRACTOR)  
Name (phone no., fax, and e-mail if other than above)

SUBCONTRACTOR A: \_\_\_\_\_

TEL (     )     -

FAX (     )     -

E-MAIL: \_\_\_\_\_

KEY PERSONNEL (SUBCONTRACTOR)  
Name (phone no., fax, and e-mail if other than above)

SUBCONTRACTOR B: \_\_\_\_\_

TEL (     )     -

FAX (     )     -

E-MAIL: \_\_\_\_\_

KEY PERSONNEL (SUBCONTRACTOR)  
Name (phone no., fax, and e-mail if other than above)

## SECTION IV - DELIVERIES OR PERFORMANCE ARTICLES

### 1 DEFINITIONS

A. The term "President & Chief Executive Officer" means the President & Chief Executive Officer of the Metropolitan Transit Authority and the term "the duly authorized representative" means any person specifically authorized to act for the President & Chief Executive Officer. These representatives are authorized to obligate METRO by executing this Contract, and any modification thereto.

B. The term "Contracting Officer" means the Contract Administrator who has been designated the responsibility, by the METRO Vice President of Procurement & Materials, for overall administration of the Contract, excluding the execution of contract modifications.

C. The term "Project Manager" means the technical representative who has been designated as having the responsibility for assessing the Contractor's technical performance and progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptability of the Contractor's work in its entirety or any portion thereof, as required by the Contract documents.

D. Depending on the dispute resolution process selected by the Contractor at the time of bidding:

1. The term "Contract Appeals Committee" means the METRO administrative body designated by the President & Chief Executive Officer to hear a Contractor's appeal submitted under the "Disputes" Article of this Contract.

2. The term "Arbitrator" means the individual selected by both METRO and the Contractor to hear an appeal submitted under the "Disputes" Article of this Contract.

### 2 SERVICES TO BE PERFORMED

The Contractor agrees to furnish all the necessary equipment to print business cards. The Contractor further agrees to furnish technical equipment, material and capability, qualified supervision and skilled workforce adequate to perform the Services in accordance with the terms and conditions of this Contract. Specific services to be performed are listed in the "Scope of Services" attached hereto as Exhibit "A", and made a part hereof.

### 3 CONTRACT TERM

This Contract shall be effective for two (2) years from the effective date of the Contract unless otherwise extended or terminated by METRO in accordance with the terms and conditions of this Contract.

**SECTION V - INSPECTION AND ACCEPTANCE ARTICLES****1 INSPECTION OF SERVICES**

A. The Contractor shall provide and maintain a quality control and service inspection system acceptable to METRO covering the services under this Contract. Complete records of all inspection services performed by the Contractor shall be maintained and made available to METRO during Contract performance and for a three (3) year period after the term of the Contract.

B. METRO has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. METRO shall perform inspections and tests in a manner that will not unduly delay the services.

C. If any of the services do not conform with Contract requirements, METRO may require the Contractor to perform the services again in conformity with Contract requirements, at no additional compensation.

D. When the defects in services cannot be corrected by performance, METRO may:

1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
2. Reduce the Contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with Contract requirements, METRO may:

1. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by METRO that is directly related to the performance of such services; or
2. Terminate the Contract for default.

**SECTION VI - CONTRACT ADMINISTRATION DATA ARTICLES****1 COMPENSATION**

- A. The Contractor shall be compensated for the items ordered and accepted at the firm fixed unit prices as provided in Section III, No.2, Bid/Contract Amount, Items and Prices of this Contract.
- B. METRO's total obligation for the satisfactory performance of this Contract shall not-to-exceed \$\_\_\_\_\_ (\$ ), less any prompt payment discount earned or set forth in paragraph C, and in accordance with the payment provisions of this Contract.
- C. Prompt payment discount(s): \_\_\_\_%. In connection with any discount offered for prompt payment, time shall be computed from the date of receipt of a properly prepared invoice by METRO or final acceptance of all materials and goods furnished and work performed, whichever is later. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that the payment is mailed or the date which an electronic funds transfer was made.
- D. The Contract price is not subject to any adjustment should METRO not order the full quantity described as estimated.

**2 INVOICING AND PAYMENT**

- A. The Contractor shall submit an original invoice for payment to the address shown below for services, which have been inspected and accepted by METRO:

Sr. Director of Accounting/Controller  
 METROPOLITAN TRANSIT AUTHORITY  
 1900 Main St., 5th Floor (77002)  
 P.O. Box 61429  
 Houston, Texas 77208-1429

- B. METRO shall pay the amount due the Contractor under this Contract after:
  - 1. Delivery and acceptance of business cards;
  - 2. Presentation of a properly prepared invoice;
  - 3. Presentation with each invoice a completed "Progress Assessment Report of Work Subcontracted", Exhibit "C", as set forth in Paragraph D. of this Article;
  - 4. Presentation with each invoice a completed "Subcontractor/SubContractor/Supplier Payment Certification", Exhibit "D", signed by each subcontractor and supplier listed on the "Progress Assessment Report of Work Subcontracted". The certification(s) shall be submitted in accordance with Paragraph D. of this Article; and
  - 5. Presentation with each invoice of a release of all claims against METRO arising by virtue of this Contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this Contract has been assigned. The Contractor shall complete a "Contractor's Release" form, Exhibit "B", or other Contractor's release form acceptable to METRO.
  - 6. If the Contractor has previously been paid for items or services that have later been found deficient, defective or otherwise unacceptable, subsequent invoices may be adjusted accordingly. In such instances, METRO shall provide the Contractor a written explanation for such adjustments.
- C. Subcontractor and Supplier Payments:
  - 1. The Contractor shall provide payment to each subcontractor and supplier within five (5) calendar days after receiving payment from METRO for amounts previously invoiced for Work performed or materials furnished under the Contract. Subcontract payment provisions shall require payments to subcontractors within five (5) calendar days after the prime contractor received payment from METRO. Interest on late payments is subject to the provisions of Government Code, Title 10, Chapter 2251, Vernon's Codes Annotated regarding payments to subcontractors.

2. In the event of disputed amounts, the Contractor shall provide a written response to a subcontractor or supplier, with a copy to the Contracting Officer, specifically addressing any disputed amounts on invoices. The Contractor should resolve all disputed invoices at the earliest time to avoid a delay in the submission of required subcontractor/supplier payment certifications which could delay payment to the Contractor. In the event that the Contractor cannot resolve a subcontractor or supplier disputed invoice, the Contractor shall bring the matter to the attention of the Contracting Officer at the time of submitting the Contractor's invoice for payment. The Contracting Officer will investigate the situation and make a determination whether the Contractor's invoice should be processed for payment without the required subcontractor or supplier certification. The Contracting Officer will not mediate the dispute between the Contractor and any subcontractor or supplier in the resolution of disputed invoices.

D. Progress Assessment Report of Work Subcontracted and Payment Certifications:

1. Invoices shall contain the Contract number and shall be accompanied by the "Progress Assessment Report of Work Subcontracted", Exhibit "C", and the "Subcontractor/SubContractor/Supplier Payment Certification", Exhibit "D", both of which are incorporated into and made a part hereof. The report and certifications shall be submitted in an original and one copy. The Contractor shall provide the following certification with each "Progress Assessment Report of Work Subcontracted": "I hereby certify that (Contractor's Name) has made timely payments from proceeds of prior payments, and will make payments within five (5) days of receipt of funds now due from METRO to our subcontractors and suppliers in accordance with contractual arrangements with them".
2. Failure of the Contractor to submit the "Progress Assessment Report of Work Subcontracted" or any required certification forms will be cause for the return of the invoice to the Contractor as an improperly prepared invoice.
3. In the event that no invoice is due for the past month, the "Progress Assessment Report of Work Subcontracted" shall nevertheless be completed and forwarded to the Contracting Officer without subcontractor/supplier certifications.

E. METRO is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales, Excise and Use Tax. METRO's Federal Excise Tax Number is 76-79-0020K and METRO's State Tax Exempt Number is 1-74-1998278-4. The Contractor's invoices shall not contain assessments of any of these taxes.

F. Payments will be made within thirty (30) business days after receipt of a properly prepared invoice, completed "Progress Assessment Report of Work Subcontracted", an original and one copy of a "Subcontractor/Supplier Payment Certification", Exhibit "D" signed by each subcontractor and supplier and listed in the "Progress Assessment Report of Work Subcontracted", Exhibit "C" or acceptance of the work, whichever is later. Payments shall be considered made when METRO deposits the Contractor's payment in the mail or the date on which an electronic transfer of funds was made. Interest on payments under this Contract shall accrue and be paid only in accordance with the provisions of Government Code, Title 10, Vernon's Texas Codes Annotated which shall be the Contractor's sole remedy under this Article.

G. All material, goods and work covered by payments made shall, at the time of payment, become the sole property of METRO, but this provision shall not be construed as:

1. Relieving the Contractor from the sole responsibility for all material, goods and work upon which payments have been made or the restoration of any damaged work; or as
2. Waiving the right of METRO to require the fulfillment of all of the terms of the Contract.

### 3 CONTRACTOR REPRESENTATIVE

Prior to start of Contract performance, the Contractor shall advise METRO in writing of the primary and alternate representative (including phone number) who will have management responsibility for the total Contract effort to receive and act on technical matters and resolve problems of a contractual nature.

At the termination of this Contract the Contractor shall return to METRO's Project Manager all METRO issued identification badges and METRO Q cards for deactivation by METRO's Human Resources Department. The Contractor shall also immediately notify METRO's Project Manager and return such identification badges and METRO Q cards for those Contractor employees whose services are no longer needed during the course of this Contract. The Contractor will be assessed \$10.00 fee for any identification badges or METRO Q cards that are lost or not returned to METRO.

#### 4 NOTICES

All notices to either party by the other shall be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each:

Authority: Tom Garrison  
 METROPOLITAN TRANSIT AUTHORITY  
 OF HARRIS COUNTY, TEXAS  
 1900 Main St., 8th Floor (77002)  
 Post Office Box 61429  
 Houston, Texas 77208-1429

Contractor: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

and shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change of address to the other in the manner provided for above.

**SECTION VII - INSURANCE ARTICLES****CONTRACTOR'S INSURANCE (SRVS-1)**

A. The Contractor shall purchase and maintain in effect during the entire period of this contract, including any maintenance period thereof, insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

1. **WORKERS' COMPENSATION INSURANCE** providing Statutory Benefits in accordance with the Workers' Compensation Act of the State of Texas and/or any other State or Federal law as may be applicable to the work being performed under this contract.

EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:

|           |                           |
|-----------|---------------------------|
| \$100,000 | Each Accident             |
| \$100,000 | Each Employee for Disease |
| \$500,000 | Policy Limit for Disease  |

If Contractor is a non-subscriber to Worker's Compensation, please provide evidence acceptable to METRO of other coverage. METRO reserves the right to request a copy of the insurance policy. A waiver of subrogation shall be issued in favor of METRO by the insurer.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE** including Products/Completed Operations and Contractual Liability with limits of liability not less than:

|             |                                         |
|-------------|-----------------------------------------|
| \$500,000   | Each Occurrence                         |
| \$500,000   | Products/Completed Operations Aggregate |
| \$1,000,000 | General Aggregate                       |

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE** covering all owned, hired and non-owned motor vehicles used in connection with the work being performed under the contract with limits of liability not less than:

|           |                                                                           |
|-----------|---------------------------------------------------------------------------|
| \$500,000 | Each Accident Combined Single Limit for Bodily Injury and Property Damage |
|-----------|---------------------------------------------------------------------------|

B. The policies providing Commercial General Liability and Business Automobile Liability insurance as required in Paragraphs A.2 and A.3 shall be endorsed to name METRO, its directors and employees as Additional Insureds as respects Contractor's operations in performance of this contract. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance or self-insurance available to METRO.

C. All policies providing Contractor's insurance as required in Paragraphs A.1, A.2, and A.3 above shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to METRO at the address designated elsewhere in the contract for Notices.

D. The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

E. All policies of insurance presented as proof of compliance with the above requirements shall be on forms and with insurance companies approved by METRO. All such insurance policies shall be provided by insurance companies having Best's ratings of B++ or greater and VI or greater (B++/VI) as shown in the most current issue of Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or having Best's ratings lower than B++/VI will not be accepted as complying with the insurance requirements of the contract unless such insurance companies were approved in writing prior to award of contract.

F. Contractor agrees to waive all rights of subrogation or recovery against METRO, its directors, employees and agents arising out of any claims for injury(ies) or damages resulting from the work performed by or on behalf of Contractor under this agreement and/or the use of any METRO premises or equipment in the performance of this agreement. The policies providing Workers Compensation Employers Liability, Commercial General Liability and Business Automobile Liability insurance as required in paragraphs A.1, A.2 and A.3 shall be endorsed to recognize this required waiver of subrogation.

G. Proof of compliance with these insurance requirements shall be furnished METRO in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies), within fourteen (14) days of notice of award of contract and before any work under this contract will be allowed to commence. Certificates will be unacceptable unless they clearly show that all of the above stipulated requirements have been met. Renewal or replacement certificates shall be furnished METRO not less than seven (7) days prior to the expiration or termination date of the applicable policy(ies). Otherwise,

METRO may halt all work under this contract upon expiration or other termination of any required coverage, and work will not be allowed to resume until a satisfactory renewal certificate is received.

H. Contractor shall require any and all subcontractors performing work under this contract to carry insurance of the types and with limits of liability as Contractor shall deem appropriate and adequate for the work being performed. Contractor shall obtain and make available for inspection by METRO, upon METRO's request, current certificates of insurance evidencing insurance coverages carried by such subcontractors.

#### INDEMNIFICATION AGREEMENT

A. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS METRO, ITS DIRECTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES, FOR BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY PERSON, OR FOR DAMAGES TO ANY PROPERTY, INCLUDING CONSEQUENTIAL DAMAGES OR LOSS OF USE THEREOF, BROUGHT OR RECOVERABLE BY THIRD PARTIES AGAINST METRO, ITS DIRECTORS AND/OR EMPLOYEES AND ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACT OR OMISSION BY CONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT.

B. THE INDEMNITY PROVIDED FOR IN THIS ARTICLE SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS OR DAMAGE, CAUSE OF ACTION, SUIT OR LIABILITY BROUGHT OR RECOVERABLE AGAINST METRO, ITS DIRECTORS AND/OR EMPLOYEES TO THE EXTENT THE INJURY, DEATH OR DAMAGE RESULTS SOLELY FROM A NEGLIGENT ACT OR OMISSION BY METRO.

**SECTION VIII - SMALL BUSINESS PROGRAM ARTICLES****1 SMALL BUSINESS/DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

- A. The Contractor hereby agrees to attain small business participation in the amount of \_\_\_\_% of the total Contract amount.
- B. The Contractor shall enter into agreements for the work identified in Section III, "Contractor Utilization Plan Form".
- C. The Contractor's failure to comply with the aforementioned small business participation provisions may result in:
1. withholding of payment until such compliance is achieved or a waiver of the provisions is provided by METRO,
  2. revocation of the benefits and incentives provided under the Program, or
  3. the contract may be canceled, terminated or suspended in whole or in part.
- D. The Contractor and subcontractors shall permit access to their books, records, and accounts by the Contracting Officer or a designated representative for the purpose of investigation to ascertain compliance with these specified requirements. Such records shall be maintained by the Contractor in a fashion which is readily accessible to METRO for a minimum of three (3) years following completion of this Contract.
- E. To ensure that all obligations under this Contract are met, METRO will conduct periodic reviews of the Contractor's small business efforts during Contract performance. The Contractor shall bring to the attention of METRO's Contracting Officer any situation in which regularly scheduled progress payments are not made to small business subcontractors.
- F. The Contractor shall notify the METRO Contracting Officer of the names of any proposed substitute small business subcontractors under this Contract.
- G. The Contractor may review documents at METRO which specify:
1. Guidance for making determinations of small business participation in the Program;
  2. The procedure used to determine whether a company is in fact a small business; and
  3. Appeals procedure for denial of certification as a small business.

**2 POST-PERFORMANCE REPORTING**

At the conclusion of the Contract, the Contractor will be required to report on first tier subcontractor utilization by scope of work and dollar amount of the subcontracts. This report shall include identification of the subcontractors, whether the subcontractors are eligible small businesses and the dollar amount of the subcontracts.

**SECTION IX - SPECIAL TERMS AND CONDITIONS ARTICLES****1 HEALTH, SAFETY AND FIRST AID**

A. METRO places and requires Contractor to place the highest importance and priority on health and safety for all services performed by Contractor at any METRO facility. At all METRO facilities, Contractor shall comply with all applicable fire, safety and health laws and regulations as well as any safety and health requirements of METRO. Contractor shall ensure that all of their employees are made aware of all safety, fire and health requirements and regulations applicable to the work to be performed pursuant to this Contract. METRO shall furnish Contractor with copies of all safety and health requirements of METRO which relate particularly to the services Contractor has been requested to perform and to the general safety of any particular METRO facility. The Contractor shall contact METRO's System Safety Department to review safety Procedures. The phone number is (713) 739-4033.

B. Contractor shall not permit to exist a hazardous, unsafe, unhealthy or environmentally unsound condition or activity over which it has control at a METRO facility. In the event Contractor becomes aware of any such condition or activity, it shall promptly notify METRO and immediately take whatever steps are necessary to eliminate, terminate, abate or rectify such condition. If METRO becomes aware of such condition or activity before it is known to Contractor, it shall notify Contractor and request Contractor's prompt corrective action. METRO shall take prompt corrective action with respect to any hazardous, unsafe, unhealthy or environmentally unsound condition or activity resulting from its activities or operations. Each party shall cooperate with the other to eliminate, terminate, abate and rectify any such condition.

C. In the case of any emergency, METRO shall make emergency first aid and related services available to the employees of Contractor to the same extent that such emergency first aid and related services would be available to an employee of METRO located at the same facility. Nothing contained herein shall be construed as imposing any duty upon METRO to provide emergency first aid treatment or related services to Contractor's employees where such emergency first aid treatment or related services are not already available to any employee.

**2 CONTRACTOR'S EMPLOYEES**

A. The Contractor shall screen all employees and require satisfactory personal references in order to determine character of prospective employees before hiring.

B. Contractor employees shall, while on duty at a METRO facility, wear in plain view on the upper portion of the outer garment, a metal or plastic identification badge to be furnished by the Contractor, containing the company name, employee's name or company identification number of employee, if any. All prescribed identification shall immediately be delivered to the Contractor for cancellation upon release of any employee.

C. All employees of Contractor shall be neatly attired at all times in a manner that will reflect credit both upon Contractor and the facility in which they are working.

D. Persons employed by the Contractor to perform services under this Contract shall be legally authorized to work in the United States.

E. When working in METRO facilities, the Contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official METRO use.

F. The Contractor shall require his employees to comply with the instructions pertaining to conduct and other regulations called to the attention of the Contractor by the Project Manager or his designee.

G. At the request of the Project Manager, the Contractor shall remove an employee from his work force that is found unacceptable or unsatisfactory by the Project Manager. It shall be the Contractor's responsibility to find a suitable replacement for the removed employee.

## **SECTION X - GENERAL TERMS AND CONDITIONS ARTICLES**

### **1 COMPLIANCE WITH LAWS/PERMITS AND LICENSES**

The Contractor shall give notices and comply with all federal, state and municipal laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of this Contract, including, but not limited to, the laws referred to in this Contract. If the Contractor or METRO observes that this Contract is at variance therewith in any respect, the observing party shall promptly notify the other party in writing, and any necessary changes shall be adjusted by appropriate contract modification. Upon request, the Contractor shall furnish to METRO certificates of compliance with all such laws, ordinances, rules, regulations and orders. The Contractor shall also be responsible for obtaining all necessary permits and licenses required for performance under the Contract.

### **2 SUPERINTENDENCE BY CONTRACTOR**

The Contractor, at all times during performance and until the services are completed and accepted, shall give his personal superintendence to the performance of services or have a competent superintendent supervising the performance of services, satisfactory to the Contracting Officer and with authority to act for the Contractor.

### **3 SUBCONTRACTING**

A. The Contractor shall not subcontract any portion of the work without obtaining the Contracting Officer's written consent thereto.

B. Subcontractors identified Section III, "Contractor Utilization Plan Form", shall not be replaced without the Contracting Officer's written consent thereto.

### **4 CHANGES**

A. The President & Chief Executive Officer or the duly authorized representative may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

1. Specifications or Description of services to be performed,
2. Time of performance (i.e., hours of day, days of the week, etc.),
3. Place of performance of the services,

B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, whether or not changed by the order, the President & Chief Executive Officer or the duly authorized representative shall make an equitable adjustment in the Contract price, the time of performance, or both, and shall modify the Contract.

C. The Contractor must submit any "proposal for adjustment" under this Article within thirty (30) calendar days from the date of receipt of the written order. However, if the President & Chief Executive Officer or the duly authorized representative decides that the facts justify it, the President & Chief Executive Officer or the duly authorized representative may receive and act upon a proposal submitted before final payment of the Contract.

D. Failure to agree to any adjustment shall be a dispute under the "Disputes" Article of this Contract. However, nothing in this Article shall excuse the Contractor from proceeding with the Contract as changed.

E. Except for those changes properly authorized and executed as provided in this Article, the Contractor shall notify the Contracting Officer in writing promptly within fifteen (15) calendar days from the date that the Contractor identifies any METRO conduct (including actions, inactions and written or oral communications) that the Contractor regards as a change to the Contract terms and conditions. This notification shall contain all information available to the Contractor regarding the change. Contractor's failure to provide notification as required herein may jeopardize being compensated for the change if in fact a change has been made.

### **4(F) AMENDMENTS AND/OR MODIFICATIONS**

The parties agree that the terms and conditions of this contract may only be modified and/or amended by mutual agreement between the parties. Said mutually agreed upon amendment and/or modification shall be written and executed by both parties prior to becoming effective.

## 5 DISPUTES

The Contractor has elected the disputes resolution process below (marked X ) with submittal of the disputes resolution form included in the bid/proposal.

\_\_\_\_ METRO DISPUTES APPEAL COMMITTEE

Any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement will be decided by the Contracting Officer, who will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer will be final unless, within ten (10) calendar days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the METRO Contract Appeals Committee. The Contract Appeals Committee will be designated by the President & Chief Executive Officer and will hear the Contractor's appeal and make a recommendation to the President & Chief Executive Officer for the final decision. In connection with any appeal proceeding under this Article, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. The decision of the President & Chief Executive Officer will be final and conclusive with respect to the Contractor's administrative remedies under this Disputes Article. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's decision. This Disputes Article does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Contract, however, shall be construed as making final the decision of any administrative official, representative, or committee on a question of law.

\_\_\_\_ NON-BINDING THIRD PARTY ARBITRATION

A. Any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement will be decided by the Contracting Officer, who will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer will be final unless, within ten (10) calendar days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal of the final decision.

B. Upon receipt of written appeal, an arbitrator mutually acceptable to METRO and the Contractor shall be selected. Unless otherwise agreed by the parties, arbitrators shall be selected through the American Arbitration Association. Unless otherwise agreed by the parties, the arbitrator shall schedule a hearing within ten (10) days of his/her selection. The hearing shall be informal but either party has the right to be represented by counsel if it so desires. No post hearing brief shall be filed or transcripts made. Either party may file a written statement of position at the hearing. There shall be no formal rules of evidence. The hearing shall normally be completed within one (1) day. The arbitrator shall render a written recommendation within three (3) working days after the conclusion of the hearing. By mutual agreement of the parties, the time for rendering a decision may be extended for an additional two (2) working days. The recommendation of the arbitrator shall be based on the record before the arbitrator and should include a brief written explanation of the basis for the recommendation. The written findings of the arbitrator shall be submitted to the President & Chief Executive Officer who shall make the final decision on the dispute. Costs of the arbitration, including transportation, travel, lodging and any other directly related charges by the arbitrator or the American Arbitration Association, shall be shared equally by METRO and the Contractor.

C. The decision of the President & Chief Executive Officer will be final and conclusive with respect to the Contractor's administrative remedies under this Disputes Article. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's decision. This Disputes Article does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Contract, however, shall be construed as making final the decision of any administrative official, representative, or committee on a question of law.

## 6 TERMINATION FOR CONVENIENCE OF METRO

A. METRO may terminate the Contract at any time after award of the Contract by written notice to the Contractor if METRO determines that such termination is in its best interest. Upon receipt of written notice of termination, the Contractor shall cease performance to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within thirty (30) calendar days of such termination reflecting the service(s) actually furnished pursuant to the Contract and to the satisfaction of METRO, that have not appeared on any previous invoice.

B. METRO agrees to pay the Contractor, in accordance with the terms of the Contract, for conforming service(s) actually furnished and verifiable costs that have been incurred or will be incurred by the termination, which shall be the sole amount owed to the Contractor whether for damages or otherwise, by virtue of the termination of this Contract.

**7 TERMINATION FOR DEFAULT**

A. METRO may, subject to Paragraphs D. and E. below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to perform the services within the time and in the manner specified in this Contract or any extension thereof; or fails to perform any of the other provisions of this Contract.

B. METRO's right to terminate this Contract may be exercised if the Contractor does not cure the condition or conditions constituting default within ten (10) calendar days (or such longer period as may be authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

C. If METRO terminates this Contract, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, services similar to that terminated, and the Contractor will be liable to METRO for any excess costs.

D. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:

1. Acts of God or of the public enemy,
2. Acts of METRO in its contractual capacity,
3. Fires,
4. Floods,
5. Epidemics,
6. Quarantine restrictions,
7. Strikes,
8. Unusually severe weather,
9. Acts of terrorism.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

E. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted work was obtainable from other sources in sufficient time for the Contractor to meet the required performance schedule.

F. METRO shall pay the Contract price(s) for completed and accepted services. METRO may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect METRO against loss because of outstanding liens or claims of former lien holders.

G. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of METRO.

H. The rights and remedies of METRO under this Article are in addition to any other rights and remedies provided by law or under this Contract.

**8 OFFICIALS NOT TO BENEFIT**

A. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

B. No member, officer or employee of METRO, or of any other local public body having jurisdiction over METRO, during his tenure or for one year thereafter, shall have any interest direct or indirect, in the Contract or the proceeds thereof.

C. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required under this Contract. In the event any question of possible conflict should arise, the determination of METRO shall be controlling. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by the Contractor.

## **9 ETHICAL CONDUCT**

A. The METRO Board of Directors has adopted a Code of Ethics governing the conduct of its officers and employees. Contractor agrees it will familiarize itself with this Code of Ethics and that it will not offer, confer or agree to confer any prohibited benefit as consideration for a METRO Board Member's or employee's decision, opinion, recommendation, vote or other exercise of discretion as a public servant or in exchange for the Board Member's or employee's having exercised his official powers or performed his official duties nor will the Contractor participate in any other violation of this Code.

B. Contractor is required to maintain those records necessary to prove beyond a reasonable doubt Contractor's compliance with METRO Code of Ethics Policy. METRO shall have the right to review for the purpose of determining compliance with Code of Ethics Policy all disbursement records and supporting documents including invoices, payment vouchers, employee expense reports and petty cash records.

C. Breach of this Article by the Contractor may result in termination of the Contract and exclusion of the Contractor from future contracts with METRO for a period of time determined by the METRO Board of Directors.

## **10 USE OF METRO'S NAME IN CONTRACTOR ADVERTISING OR PUBLIC RELATIONS**

If the Contractor should desire to use METRO's name, logo or any other material in its advertisement or public relations programs, the Contractor shall receive prior approval from METRO. Any such information relating to METRO shall be factual and in no way imply that METRO endorses the Contractor's firm, services, or products. The Contractor shall insert the substance of this Article in each subcontract and supply contract or purchase order.

## **11 PROTECTION OF METRO BUILDINGS, EQUIPMENT AND VEGETATION**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on METRO property. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to METRO as directed by the President and Chief Executive Officer or his designee. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the Contract price.

## **12 COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty METRO shall have the right to annul this Contract without liability or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

## **13 ASSIGNMENT**

The Contractor's performance under this Contract shall not be assigned except upon written consent of METRO. The Contractor may assign monies due or to become due to him under the Contract and such assignment will be recognized by METRO, if given proper notice thereof, to the extent permitted by law. Assignment of monies will be subjected to proper offsets in favor of METRO and to deductions provided for in the Contract. Money withheld, whether assigned or not, will be subject to being used by METRO for the completion of the work in the event that the Contractor defaults under the Contract. The validity of the assignment and the rights of the assignee against METRO shall be governed by the laws of the State of Texas.

## **14 CONTRACTUAL RELATIONSHIPS**

No contractual relationship will be recognized under the Contract other than the contractual relationship between METRO and the Prime Contractor.

**15 INDEPENDENT CONTRACTOR**

It is understood and agreed that the Contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the Contractor to perform Work hereunder shall be deemed to be Contractor's employees or independent subcontractors; that Contractor employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by state or federal law.

**16 CONTRACT ORDER OF PRECEDENCE**

In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Contract Modifications, if any
2. The Contract Articles
3. Technical Specifications/Scope of Service
4. Drawings

**17 SEVERABILITY**

If any provision of this Contract or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

**18 WAIVERS**

A. Neither METRO's review, approval or acceptance of, nor payment for, the Work required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of the Contract, and the Contractor shall be and remain liable to METRO in accordance with applicable law and the terms of this Contract for all damages to METRO caused by the Contractor's negligent act, error or omission in the performance of any of the Work furnished under this Contract.

B. The waiver by METRO of any breach of any term, covenant, condition, or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or of a breach of any other term, covenant, condition, or agreement herein contained.

**19 FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the terms specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, acts of terrorism, insurrection, accident, by order of any court, legislative action, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with METRO.

**20 INTERPRETATION, JURISDICTION AND VENUE**

This Contract shall be construed and interpreted solely in accordance with the laws of the State of Texas. Venue of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas.

**21 RIGHTS AND REMEDIES**

The rights and remedies of METRO provided for under this Contract are in addition to any rights or remedies provided by law.

## SECTION XI - FEDERAL REQUIREMENTS ARTICLES

### 1 FEDERAL CHANGES

Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement (Form FTA MA (12) dated October 1, 2005) between METRO and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### 2 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor agrees to comply with, and assure that any subcontractor or any other third party contractor under this Contract complies with all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and any other applicable federal regulations, including any amendments thereto.

### 3 FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section all subcontracts that may involve international air transportation.

### 4 ENVIRONMENTAL REQUIREMENTS

The Contractor and any subcontractor or third party contractor under this Contract shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

#### A. Clean Air

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to METRO and understands and agrees that METRO will, in turn, report each violation as required to assure notification to Federal Transportation Agency (FTA) and the appropriate Environmental Protection Agency (EPA) Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

#### B. Clean Water

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to METRO and understands and agrees that METRO will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

C. Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## 5 RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## 6 RESTRICTIONS ON LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. See form in Section II, entitled "Certification of Restrictions on Lobbying".

## 7 DEBARMENT AND SUSPENSION

A. The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform METRO whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should the Contractor be included on such a list during performance of this Contract, it shall so inform METRO.

B. The Contractor and any subcontractor under this Contract shall comply with the certification process under 49 C.F.R. Part 29, "Government Wide Debarment and Suspension (Nonprocurement)", whereby, unless otherwise permitted by law, any person, corporation, partnership or legal entity that is debarred, suspended, or voluntarily excluded by the Federal Government from obtaining federal assistance funds through grants, cooperative agreements or third party contracts may not participate in a federally assisted project.

## 8 FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS )

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U. S. C. § § 3801 et seq. And U. S. DOT regulations, "Program Fraud Civil Remedies," 49 C. F. R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which the Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U. S. C. § 5307, the government reserves the right to impose the penalties of 18 U. S. C. § 1001 and 49 U. S. C. § 5307 (n) (1) on the Contractor, to the extent the federal government deems appropriate.

C. The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## 9 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in the latest edition of FTA Circular 4220.1F in effect at the time of this contract award, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any METRO requests, which would cause METRO to be in violation of the FTA terms and conditions.

## 10 METRO NON DISCRIMINATION

METRO shall not discriminate on the basis of race, color, national origin, or sex in the award and performance on any DOT-assisted contract or in the administration of its Program or the requirements of 49 CFR Part 26. METRO shall take all

necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. METRO's Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Contract. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Contract. Upon notification to METRO of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. § 3801, et seq.).

## **11 CONTRACTOR NON DISCRIMINATION**

The Contractor or subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as METRO deems appropriate.

## **12 NO OBLIGATION BY THE FEDERAL GOVERNMENT**

A. METRO and the Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to METRO, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **13 ACCESS TO RECORDS**

A. The Contractor agrees to provide METRO, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B. The Contractor agrees to provide METRO, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

C. Where METRO enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the Contract to METRO, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

D. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

E. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until METRO, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

F. FTA does not require the inclusion of these requirements in subcontracts.

## **14 ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties and shall supersede all prior offers, negotiations, exceptions and understandings, whether oral or written, between the parties hereto. No modification of this Contract (including any change in the work) shall be binding upon METRO or the Contractor unless evidenced by a written modification issued pursuant to the "Changes Provision" or by other written order modification hereof, as appropriate.

**SECTION XII - EXHIBITS****1 EXHIBIT "A" SCOPE OF SERVICES**

**SCOPE OF SERVICE  
FOR  
BUSINESS CARD PRINTING SERVICES**

**1.0 SCOPE**

- 1.1 This scope of service covers the requirements for the Contractor to provide comprehensive business card printing services for the Metropolitan Transit Authority of Harris County, Texas (METRO).
- 1.2 The Contractor shall provide various business cards printing services that will vary in size, complexity, scope and job completion time.
- 1.3 The Contractor shall provide the necessary administrative support, labor, equipment, materials, supplies and any other items needed to perform various printing services.
- 1.4 At time of pick up, METRO will provide the Contractor with the material to be printed, any special/unique printing requirements, packaging and delivery instructions.

**2.0 PICKUP AND DELIVERY POINTS**

- 2.1 Unless otherwise specified by METRO, the Contractor shall pick up and deliver all materials to METRO's Printing Services, B-1 Level, 1900 Main Street, Houston, Texas 77002.

**3.0 REQUIREMENTS**

- 3.1 The Contractor shall perform the following business card printing services, which includes, but is not limited to:
- Regular business cards
  - METRO Police business cards
  - Executive business cards
  - Business card blanks (printed black, red pms192 and blue pms 287) (print 12,500 blanks on Executive stock and 362,500 blanks on regular stock)
- 3.2 The Contractor shall perform business card printing services on "as required basis", upon issuance of work orders by METRO's Project Manager or designee.

**4.0 RESPONSE TIME**

- 4.1 The Contractor shall respond to METRO's requests within the following times:
- Regular Jobs: All regular jobs shall require the Contractor to respond and pick up the materials from METRO within three (3) hours after being notified of a work order requirement.
  - Priority Jobs: All priority jobs shall require the Contractor to respond and pick up the materials from METRO within one (1) hour after being notified of a work order requirement.

#### 4.2 Job Completion Time

- The job completion date and time will be specified in the individual work orders.

#### 5.0 METRO'S PRINTING SHOP HOURS OF OPERATION

5.1 (Normal Hours) Monday – Friday  
7:00 a.m. to 5:00 p.m.

5.2 (Special Hours) Holidays, Saturday and Sunday  
8:00 a.m. to 5:00 p.m.

#### 6.0 QUALITY CONTROL

6.1 The Contractor shall undertake the appropriate quality control procedures to ensure that all services are performed in accordance with METRO's business cards printing requirements.

6.2 Any nonconforming materials delivered to METRO shall be reworked (at no additional cost to METRO).

#### 7.0 CONTRACTOR'S FACILITY

7.1 The Contractor shall provide security measures for the protection of METRO's materials.

7.2 The Contractor shall have established accountability procedures, that can be audited by METRO or an accounting firm approved by METRO, to verify the Contractor's compliance with the requirements specified in paragraph 7.1.

#### 8.0 ACCEPTANCE

8.1 All work will be approved by METRO's Project Manager or designee.

**2 EXHIBIT "B" CONTRACTOR'S RELEASE**

Pursuant to the terms of METRO Contract No. \_\_\_\_\_, as amended, and in consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which has been or is to be paid under said Contract to \_\_\_\_\_ or its assignees, if any, the Contractor for itself and its subcontractors, upon payment of the said sum to Metropolitan Transit Authority (hereinafter called METRO), does release and discharge METRO, its officers, agents, and employees, of and from all liabilities, obligations, claims and demand whatsoever under or arising from the said Contract, except specified claims as follows: \_\_\_\_\_ (IF NONE, SO STATE) \_\_\_\_\_.

IN WITNESS WHEREOF, this release has been executed this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

By:

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_ (Title) of the firm named as the Contractor in the foregoing release; that \_\_\_\_\_, who signed said release on behalf of the Contractor and its subcontractors, was the \_\_\_\_\_ (Title) of said firm; that said release was duly signed for and behalf of said firm; and is within the scope of its powers as so constituted.

(If Corporation, Affix the Corporate Seal)

**3 EXHIBIT "C" PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED****Progress Assessment Report of Work Subcontracted  
Metropolitan Transit Authority**

1900 Main  
P.O. Box 61429  
Houston, TX – 77208-1429

|                            |                      |
|----------------------------|----------------------|
| <b>1) Invoice No.</b>      | <b>2) Report No.</b> |
| <b>3) Reporting Period</b> |                      |
| From:                      | To:                  |

Instructions: All prime contractors are required to complete and submit this report as specified in the contract, or as requested by the Contract Administrator, until final payment of the contract.

Note: Failure to comply with METRO's Small & Disadvantaged business enterprise provisions may result in contract termination, or the suspension or the debarment of the contractor from doing business with METRO in the future in accordance with the procedures set forth in the Procurement Regulations. To complete this report, see detailed instructions on next page. This report must be submitted with invoice.

|                                          |                         |                                                                          |  |                                                           |                     |                                                              |                                                                         |
|------------------------------------------|-------------------------|--------------------------------------------------------------------------|--|-----------------------------------------------------------|---------------------|--------------------------------------------------------------|-------------------------------------------------------------------------|
| <b>4) METRO Contract Number</b>          |                         | <b>5) Type of Contract</b>                                               |  | <b>6) Contractor's Business Name and Telephone Number</b> |                     |                                                              |                                                                         |
|                                          |                         | — Construction      — General      — A&E<br>— Professional      — Supply |  |                                                           |                     |                                                              |                                                                         |
| <b>7) Date of Contract Award</b>         |                         | <b>8) Scheduled Date of Completion</b>                                   |  | <b>9) Original Contract Amount</b>                        |                     | <b>10) Current Contract Amount (including modifications)</b> |                                                                         |
|                                          |                         |                                                                          |  | \$                                                        |                     |                                                              |                                                                         |
| <b>11) Total Amount Received To Date</b> |                         | <b>12) Total Amount Remaining on</b>                                     |  | <b>13) Small &amp; Disadvantaged, Business Commitment</b> |                     |                                                              | <b>14) Actual Small &amp; Disadvantaged, Business Payment % to Date</b> |
| \$                                       |                         | \$                                                                       |  |                                                           |                     |                                                              |                                                                         |
| <b>% Contract Completed</b>              | <b>% Funds Received</b> | <b>Total Amount This Period</b>                                          |  |                                                           | <b>\$ Committed</b> | <b>% Committed</b>                                           |                                                                         |
|                                          |                         |                                                                          |  | SB Only                                                   |                     |                                                              | SB Only                                                                 |
|                                          |                         |                                                                          |  | DBE only                                                  |                     |                                                              | DBE only                                                                |
|                                          |                         |                                                                          |  | Total SB/DBE                                              |                     |                                                              | Total SB/DBE                                                            |

| 15) Name of Sub-Contractor | 16) SB / DBE | 17) Description of Work | 18) Subcontract Dollars | 19) Amount of Payment(s) Made During Current Invoice Period | 20) Amount Paid to Date | 21) % Earned Progress to Date | 22) Amount of This Invoice Allocated to Subcontractor |
|----------------------------|--------------|-------------------------|-------------------------|-------------------------------------------------------------|-------------------------|-------------------------------|-------------------------------------------------------|
|                            |              |                         | \$                      |                                                             | \$                      |                               |                                                       |
|                            |              |                         | \$                      |                                                             | \$                      |                               |                                                       |
|                            |              |                         | \$                      |                                                             | \$                      |                               |                                                       |
|                            |              |                         | \$                      |                                                             | \$                      |                               |                                                       |
|                            |              |                         | \$                      |                                                             | \$                      |                               |                                                       |

Comments:

I hereby certify that timely payments have been made from proceeds of prior payments, and will make payments within five (5) calendar days of receipt of funds now due from METRO to our subcontractors and suppliers in accordance with contractual arrangements with them. **ATTACHED ARE SIGNED PAYMENT CERTIFICATION(S) FOR EACH SUBCONTRACTOR/SUBCONTRACTOR PAID THIS PERIOD.**

**Concurrence of Contractor/Contractor's Program**

**Advisor (if applicable):** \_\_\_\_\_

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

**Name of Contractor/Contractor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**\*Approval by METRO Project Manager that the Invoice Package contains a matching Subcontractor/SubContractor/Supplier Certification for each related line item on this Progress Assessment Report of Work Subcontracted**

**METRO Project Manager's Signature:** \_\_\_\_\_

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

**Instructions for Contractors "How To Fill Out Vendor Payment Report"**

The Vendor Payment Report is to be filled out by the Contractor and submitted with each invoice. The instructions below correspond to each item on the report. Please follow the instructions.

**1. Invoice No.**

Fill in the invoice number accompanying this report.

**2. Report No.**

Fill in the number of the report you are sending in sequence.

For example: If this is the second invoice you are submitting, you are sending in Report No. 2.

**3. Reporting period**

This is to be filled in to state the period of time you are reporting.

Example: From: April 1, 1991 To: April 30, 1991

**4. METRO Contract Number**

Fill in the contract number assigned to your project by METRO.

**5. Type of Contract**

Designate the type of contract that has been awarded your company by METRO.

**6. Contractor's Business Name, Address and Telephone Number**

Fill in your company's name, address and telephone number.

**7. Date of Contract Award**

Fill in the date contract was executed by both you and METRO.

**8. Scheduled Date of Completion**

Fill in completion date of contract as written in contract.

**9. Original Contract Amount**

Fill in dollar amount of original contract agreed upon by you and METRO.

**10. Current Contract Amount (including modifications)**

Fill in dollar amount of contract including all modifications.

**11. Total Amount Received to Date, % Contract Completed, % Funds Received**

Fill in dollar amount you have **received** from METRO to-date. Including % of Contracted Completed and % of Funds Received of Total Contract

**12. Total Amount Remaining on Contract, Total Amount Invoiced This Period**

Fill in the dollar amount of the contract minus amount paid to you by METRO minus current invoice. Fill in Total Amount of Invoice to METRO.

**13. Small & Disadvantaged Business Commitment amount**

Fill in the dollar and percentage of SB/DBE participation you committed to obtain on the contract.

**14. Actual Small & Disadvantaged Business Enterprise Payment to-date**

Fill in the Dollar and Percentage paid to SB/DBE to-date. (Percentage calculation: Dollar amount paid to the SB/DBE divided by the dollar amount received by you from METRO.)

**15. Name of Subcontractors**

Name all SB/DBE subcontractors (Use additional sheets as necessary.)

**16. Small & Disadvantaged Business Enterprise**

State whether the subcontractor is a SB/DBE.

**17. Description of Work**

State the work performed by the SB/DBE subcontractor.

**18. Subcontract Value (Dollars)**

State the committed dollar value to the SB/DBE subcontractor for the duration of the contract.

**19. Amount of Payment(s) Made During Current Invoice Period**

State the amount and date of payment(s) made to each SB/DBE subcontractor during current invoice period. Submit evidence of payment, i.e. Subcontractor Payment Certificate and cancelled check (if available).

**20. Total Amount Paid-To-Date (Dollars)**

Add all amounts paid to each SB/DBE subcontractor to-date.

**21. Percent of Earned Progress to Date**

State dollar amount paid to the SB/DBE subcontractor divided by the amount committed to them.

**22. Amount of This Invoice Allocated to the Subcontractor**

Fill in how much of this invoice will be paid to each SB/DBE subcontractor.

**4 EXHIBIT "D" SUBCONTRACTOR/SUBCONTRACTOR/SUPPLIER PAYMENT CERTIFICATION**

**SUBCONTRACTOR/SUB-CONTRACTOR/SUPPLIER PAYMENT CERTIFICATION**

(This form is to be completed by the Prime and Subcontractor/Sub-Contractor or Supplier for each payment received from Prime Contractor/Contractor.)

To Be Completed By Prime Only

**REPORTING PERIOD: FROM** \_\_\_\_/\_\_\_\_/\_\_\_\_ **TO** \_\_\_\_/\_\_\_\_/\_\_\_\_

**PRIME CONTRACT NO.** \_\_\_\_\_

**PRIME INVOICE NO. FOR THIS PAYMENT** \_\_\_\_\_

**DATE OF CHECK TO SUBCONTRACTOR** \_\_\_\_/\_\_\_\_/\_\_\_\_

NAME OF  
SUBCONTRACTOR/  
SUBCONTRACTOR/  
SUPPLIER:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_-\_\_\_\_\_

Fax No.: \_\_\_\_-\_\_\_\_\_

E-mail: \_\_\_\_\_

I hereby certify that the above firm has received (circle one) FULL/PARTIAL payment on (Date) \_\_\_\_\_ from \_\_\_\_\_ in the amount of \$\_\_\_\_\_ as payment of our invoice(s) dated \_\_\_\_\_ for work performed or materials provided during this reporting period under subject Contract in the contract amount of : \$\_\_\_\_\_

**(TO BE SIGNED BY OFFICER OF THE FIRM)**

Total Amount  
Invoiced To Date:

Amount Due This  
Reporting Period:

Total Paid To  
Date:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date