

METROPOLITAN TRANSIT AUTHORITY

REQUEST FOR PROPOSALS

FOR

PENSION PLAN CALCULATION SERVICES

METRO REQUEST FOR PROPOSALS NO. RP0900049

Proposer's signature on Request for Proposals (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 Proposer

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:
Proposer/Consultant 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 REQUEST FOR PROPOSAL**

RFP No.: RP0900049

REQ. No.: UR09

PROJECT No.: N/A

DATE: July 20, 2009

For: ☐ Supplies/Equipment ☒ Services ☐ Other

PROJECT DESCRIPTION: Pension Plan Calculation Services

ISSUED BY:

METROPOLITAN TRANSIT AUTHORITY

Office of Procurement

1900 Main St, Suite 2021

Houston, Texas 77002

P.O. Box 61429

Houston, Texas 77208-1429

Procurement Web Site: http://www.ridemetro.org/procurement_materialsSUBMIT INQUIRES BY WRITING OR CALLING
(No Collect Calls Accepted):

NAME: Kevin E. Moore

TITLE: Sr. Contract Administrator

TELEPHONE: (713) 739-3894

E-MAIL: km04@ridemetro.org

TELEFAX: (713) 758-9331

PRE-PROPOSAL CONFERENCE TIME/LOCATION: A pre-proposal conference will be held on July 27, 2009 at 9:30 a.m. local time in the Office of Procurement conference room located on the 2nd floor at 1900 Main Street, Houston, Texas. The purpose of the conference is to explain the Solicitation requirements and answer any questions prospective proposers may have regarding the Solicitation. Questions concerning this Solicitation must be presented in writing to the Senior Contracts Administrator at or prior to the Pre-Proposal Conference. All proposers are strongly encouraged to attend the Pre-Proposal Conference.

PROPOSAL RECEIPT/LOCATION: Proposals will be received until 2:30 p.m. local time on August 3, 2009 at the METRO Office of Procurement Plan Room, 2nd Floor, 1900 Main Street, Houston, Texas 77002. The proposal (original and 7 copies) is to be submitted in a sealed envelope bearing the name and address of the proposer and the identification "Request for Proposal No. RP0900049. Proposals received will not be publicly opened.

PERFORMANCE PERIOD: The Contract Performance Period will be three (3) years with one (1) two (2) year option period.

SMALL BUSINESS PROGRAM: METRO has adopted a Small Business Program to encourage the participation of small business enterprises in contracting activities. All proposers are required to exercise good faith efforts to use small businesses to the extent indicated in the Solicitation. This Solicitation has a 0% small business participation goal. Proposers may obtain a copy of the program by contacting METRO's Office of Small Business at (713) 739-4070. ALL PROPOSERS ARE REQUIRED TO EXERCISE GOOD FAITH TO USE SMALL BUSINESSES TO THE EXTENT INDICATED IN THIS SOLICITATION.

OBLIGATION: This Request for Proposal does not obligate the Metropolitan Transit Authority to award a contract, or to pay any costs incurred in the preparation or submittal of any proposal.

REGISTRATION ON PROCUREMENT WEB SITE: All proposers should register on METRO's procurement website at 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 Proposal 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 Proposal 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, Suite 2021
Houston, Texas 77002
P.O. Box 61429
Houston, Texas 77208-1429

3 INSTRUCTIONS TO PROPOSERS

A. INTRODUCTION

1. The Metropolitan Transit Authority of Harris County Texas, (METRO) is seeking proposals, under the negotiated method of procurement, from qualified proposers (firms) to provide Pension Plan Calculation Services. METRO invites your firm to submit a proposal in response to this Request entitled Pension Plan Calculation Services, as generally described in the Scope of Services, Exhibit "A" of this solicitation. **Firms may propose on one or more levels of the services required herein.**
2. Enclosed is a Request for Proposal (RFP) and a proposed contract. The proposed contract is made available so you may be aware of the contemplated terms and conditions of any resulting contract. **If you take any exceptions to the proposed Contract and all Exhibits you must indicate the exceptions in your proposal.**

B. EXAMINATION OF DOCUMENTS

1. A complete set of proposal documents shall be used in preparing a proposal; 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 proposals on the work and does not convey a license or grant for any other use.
3. Each proposer 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 the proposer 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.

C. EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal or its Scope of Services, must be requested in writing at least ten (10) calendar days before date set to receive proposals. Questions can be submitted via the following e-mail address: km04@ridemetro.org. Any interpretation made will be in the form of an amendment to the Request for Proposal, or information letter and will be furnished to all prospective proposers via METRO's Procurement web site: http://www.ridemetro.org/procurement_materials. Receipt of Amendments by the proposer must be acknowledged in the space provided on the Request for Proposal or Amendment Form or by letter received before the time set for receipt of proposals. Oral explanations or instructions given before the award of the contract will not be binding. METRO will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents or employees prior to the execution of the contract, unless included in these documents.

D. PROPOSER QUALIFICATIONS/ELIGIBILITY FOR AWARD

1. Each proposer shall complete, and submit the applicable forms contained in these documents. If the proposer is a joint venture, each joint venturer shall prepare and submit a separate form. Failure to complete and return the Proposer's Questionnaire may be grounds for rejection of the proposal.
2. In order for a proposer to be eligible to be awarded the contract, his proposal must be responsive to the Request for Proposal and METRO must be able to determine that the proposer is responsible to perform the contract satisfactorily.
3. Responsive proposals are those complying in all material aspects of the solicitation. Proposals which do not comply with all the terms and conditions of this solicitation will be rejected as nonresponsive.
4. Responsible proposers as a minimum must:
 - a) Have a minimum of five (5) years experience in retirement calculation assistance provided to federal, state, local or quasi-governmental entities;
 - b) Have financial resources adequate to perform the contract, or ability to obtain such resources as are required during the performance of the contract;
 - c) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments;

- d) Have evidence of successful completion of similar type of services;
 - e) Have necessary technical and management capability to perform;
 - f) Have a satisfactory record of business integrity and ethics;
 - g) 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, and workmanship, timely performance, warranties and guarantees;
 - h) Certify that it is not on the U.S. General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs". Signing and submitting the proposal is so certifying;
 - i) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
5. A proposer may be requested to submit written evidence verifying that they meet the minimum criteria necessary to be determined a responsible proposer. Refusal to provide requested information will result in the proposer being declared nonresponsive, and the proposal will be rejected.

E. PROPOSAL CONTENTS

There are two parts of this Request for Proposal that must be completed: The technical and pricing proposals as described below. Both documents must be submitted by the date and time established for receipt of proposals for a proposal to be considered by METRO.

1. Technical Proposal: Each technical proposal shall be submitted in the format prescribed below and include as a minimum, the following information:
 - a. Qualifications/Experience of Firm and Past Performance

Proposer shall provide introduction of firm, including, when possible, all sub-contractors that will be involved in the performance of the work, indicating primary business experience, length of time in business, and length of time in providing direction and assistance specific to the requested retirement calculation outsourcing as described herein. Proposer shall identify history and relevant experience in providing similar services of comparable size, scope and complexity as contemplated by METRO in this proposal. This should include all similar retirement calculation assistance and experience provided to federal, state or local governmental or quasi-governmental entities. Proposer shall identify clients represented in the past five (5) years in which similar services and assistance were provided. Proposer shall identify three (3) such current clients with the name and telephone number of contact person and duration of project including entities similar to METRO.
 - b. Qualifications and Experience of Personnel

Proposer shall identify the qualifications and experience of all personnel who will be committed to this project. Proposer shall include a staffing plan, identifying key personnel and shall identify and discuss the direct qualifications and experience of each such individual in successfully completing the retirement calculation project such as is contemplated by METRO. Proposer shall also indicate functions to be performed by each individual, including backup or contingency.
 - c. Project Management Structure and Methodology

Proposer shall provide a general explanation and chart that identifies project leadership and reporting responsibilities, and show how the Proposer's team would interact with each other and with METRO project management and team personnel. If sub-contractors are proposed or contemplated, their placement in the Proposer's structure should be identified and well as a description of their internal management. The methodology and response should be clearly detailed for the project responding to any or all of the options contemplated by METRO in addressing its retirement plan(s) calculations needs associated with this project (and RFP). Specific detail should be segmented into phases or tasks. Proposer should provide a schedule and timetable for each task and/or option that the Proposer wishes to address for consideration by METRO.

2. Price Proposal (Price Schedule) Each Proposer's cost proposal (see proposal form, "Proposal Amount/Schedule of Items and Prices") shall be submitted concurrently with the technical proposal and shall be in a separately sealed envelope clearly named as such, and referencing this Solicitation No. RP0900049.

F. PROPOSAL EVALUATION

The proposals will be evaluated by an Evaluation Committee comprised of METRO staff members who have expertise and knowledge in the disciplines related to the project and in accordance with this Request for Proposal. The Committee's evaluations are to be based on all available information, including proposals, reports, discussions, reference and other appropriate checks, and the personal knowledge of the individual members in the areas of their expertise. Proposals requirements set forth herein are designed to provide guidance to the proposer concerning the type of documentation that will be used by the Evaluation Committee. Proposal(s) will be evaluated using the criteria set forth below. The importance of each factor is also listed below.

	FACTOR	RELATIVE IMPORTANCE
1.	Qualifications/Experience of Firm/Past Performance	20 points
2.	Qualifications and Experience of Personnel	25 points
3.	Project Management Structure and Methodology	30 points
4.	Price	25 points

G. SOURCE SELECTION

1. Selection of a firm to provide the services required herein may be made by an Evaluation Committee. The Evaluation Committee will determine the most qualified firm through validation of factors in paragraph "F" above and oral presentations, if necessary. If the decision is made to conduct oral presentations, the firms will make a final presentation to the Evaluation Committee.
2. An alternative evaluation process is the establishment of a Senior Selection Committee. This committee has the option of involving itself in the selection process at the very beginning, foregoing an Evaluation Committee of lower staff members, altogether, or to become involved after an Evaluation Committee has made an initial shortlist.

H. PREPARATION OF PROPOSAL

1. A proposal shall be submitted on the forms furnished, or copies thereof, 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 proposal. Telegraphic, facsimile, or e-mailed proposals are not authorized.
2. If a proposal is from an individual, sole proprietorship, or a proposer operating under a trade name, the proposal shall be signed by that individual.
3. A proposal 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.
4. A proposal 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.
5. A proposal submitted by a joint venture shall list the name of all joint venturers and the mailing address of each and shall be executed by all joint venturers in the same manner as if they were individually submitting proposals. The signature portion of the Proposal Form shall be altered as appropriate for execution by the joint venture and all joint venturers.

6. All names shall be typed or printed below the signature.
7. The proposal shall contain an acknowledgment of receipt of all amendments.
8. Communications regarding this solicitation are to be directed to the address and to the attention of the person shown on the Request for Proposal.
9. If a proposer considers any of the terms or conditions of the solicitation (including the proposed Contract) to be unacceptable, the proposer should identify those which are so, and cite reasons therefore in the supplement to its cover letter. Any such exceptions or revisions, and the reasons therefore, will be considered as factors in evaluation of the proposal.

I. SUBMISSION OF PROPOSALS

A proposal shall be submitted so as to be received no later than the exact time and at the place indicated in the Request for Proposal and shall be enclosed in a sealed envelope clearly identified as a proposal with the project title, Request for Proposal number and proposal receipt time. The envelope shall identify the name and address of the proposer and shall contain any other required documents. Failure to do so may result in a premature opening of, or a failure to open, such proposal.

J. LATE PROPOSALS; MODIFICATION OR WITHDRAWAL OF PROPOSALS

1. Any proposal or modification of proposal received at the METRO office designated in the Request for Proposal after the exact time specified for receipt will not be considered. Late proposals received will be retained unopened in the official contract file.
2. A proposal may be withdrawn in person by a proposer or his authorized representative, provided his identity is made known and he signs a receipt for the proposal, but only if the withdrawal is made prior to the exact time set for receipt of proposals.
3. Modifications of proposals already submitted will be considered if received at the office designated in the Request for Proposal by the time set for receipt of proposals.

K. DISQUALIFICATION

METRO reserves the right to disqualify a proposal, after receipt of the proposal, upon evidence of collusion with intent to defraud or other illegal practices on the part of a proposer.

L. PROTESTS INSTRUCTIONS

1. Each protest or objection 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 XIX of METRO's Procurement Manual to enable the protest to be considered. A protest 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 receipt of proposals, 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 proposal due date.
3. For protest concerning award decisions, including proposal evaluations, the initial protest submission must be received by the Vice President of Procurement and 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 of the protest.
4. Each protest will be processed in accordance with METRO's Protest Procedures located in Chapter XIX 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 and Chief Executive Officer and 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.

M. POSTPONEMENT OF DATE SET FOR RECEIPT OF PROPOSALS

Notwithstanding the time for receipt of proposals established in the Request for Proposals, the date and time for receipt of proposals may be postponed solely at METRO's discretion.

N. AWARD OF CONTRACT

1. A not-to-exceed contract, with fixed, unit costs, will be awarded to the responsive, responsible proposer whose proposal conforming to this solicitation will be most advantageous to METRO, price and other factors considered. A copy of the proposed contract is provided herein for the information of prospective proposers.
2. METRO may accept within the time specified herein, any proposal, whether or not there are negotiations subsequent to its receipt, unless the proposal is withdrawn by written notice received by METRO prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of METRO.
3. METRO may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint which the Proposer can submit to METRO.
4. METRO may award a contract to other than the proposer who submits the lowest price proposal, when in its best interest to do so.
5. METRO reserves the right to: (1) cancel the entire proposal; (2) issue subsequent Request for Proposals; (3) negotiate with all qualified proposers considered to be within the competitive price range; reject any or all proposals and to waive informalities and minor irregularities in proposals received.
6. Any financial data submitted with any proposal hereunder or any representation concerning facilities or financing will not form a part of any resulting contract.
7. A written Notice-of-Award will be issued to the successful proposer upon being selected for award of a contract and execution of any resultant contract.

O. PROHIBITION ON LOBBYING

No proposer shall, directly or indirectly, engage in any conduct (other than the submission of the proposal or other prescribed submissions and/or presentations before the Evaluation or Senior Selection Committee) 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 proposer from further participation in future METRO solicitations or contracts.

P. DISCOUNTS

1. No discounts will be considered in the evaluation of proposals.
2. Discounts for early payment may be offered in the original proposal 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 proposals become a part of the resulting contract and are binding on the Consultant.

Q. TAXES

METRO is exempt from payment of Federal Excise and Transportation Tax and the Texas Limited Sales, Excise and Use Tax. Proposers shall not include an assessment of these taxes in their proposal.

R. INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting a proposal, the Proposer is providing the certification set out in Paragraph T below.
2. The certification in this Instructions to Proposers 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 Proposer/Consultant 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 Proposer shall provide immediate written notice to METRO if at any time the Proposer 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," "persons," "primary covered transaction," "principal," "proposal" 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 proposal is submitted for assistance in obtaining a copy of this regulation.
5. The Proposer agrees by submitting a proposal 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 Proposer further agrees by submitting this proposal that it will include the instruction titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," at Paragraph T below, without modification, in all solicitations for lower tier covered transactions, expected to equal or exceed \$25,000.00.

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

1. The Proposer certifies, by submission of the proposal, 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 Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to the proposal being submitted to METRO.

T. METRO-FURNISHED PROPERTY

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

U. SOLICITATION 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. Instructions to Proposers;
3. The Proposal Form;
4. The proposed contract articles;
5. Scope of Service; and
6. Any other full-text provision of this solicitation whether incorporated by reference or otherwise.

V. SUBMISSION REQUIREMENTS AND PROCEDURES

Each Proposer must complete, sign and return the following forms/documents indicated below:

1. Proposal Forms

- *a. PROPOSAL FORM/SERVICE CONTRACT
- *b. TECHNICAL PROPOSAL (Including Price in a separate sealed envelope).
- *c. CERTIFICATION OF RESTRICTION ON LOBBYING
- *d. DISPUTES RESOLUTION PROCESS". Proposer shall designate on this form the type of disputes resolution process (Disputes Appeals Committee or Non Binding Third Party Arbitration) that will apply to any resultant contract resulting from this solicitation. In the event the successful proposer fails to make such designation on this form as instructed, any resulting contract will incorporate the "Disputes Appeal Committee" process for disputes resolution.
- *e. PROPOSER'S QUESTIONNAIRE. Proposer must provide complete and current information in response to each question. If the Proposer is a joint venture, each joint venturer shall prepare and submit a separate form.

2. Proposal/Award Forms

- a. SOLICITATION AWARD FORM. Will be signed by the successful proposer upon award of a contract.
- *b. PROPOSAL AMOUNT/SCHEDULE OF ITEMS AND PRICES. Submit in a separate sealed envelope.
- *c. KEY PERSONNEL. The proposer shall list significant personnel associated with providing the services.

* Provide with Proposal Submittal

SECTION II - FORMS FOR BIDDING/PROPOSING**1 PROPOSAL FORM/SERVICE CONTRACT**

READ THE INSTRUCTIONS TO PROPOSERS. THIS FORM TO BE SUBMITTED IN ONE COPY.

NAME OF PROJECT: Pension Plan Calculation Services

DATE OF REQUEST FOR PROPOSAL: July 20, 2009

RFP NO.: RP0900049

REQUISITION NO.: UR09 _____

PROJECT NO.: N/A

PROPOSER'S NAME AND ADDRESS: (Type or Print, incl. "Zip Code)

DATE: _____

In compliance with the above referenced Request for Proposal, the undersigned hereby proposes to furnish all necessary resources and other means to furnish the services required, or portion thereof, listed in this Proposal, and as presented by the undersigned.

The undersigned agrees that this offer will remain valid for a period of one hundred twenty (120) calendar days after the date of receipt of proposals.

RECEIPT OF PROPOSAL AMENDMENT
(Give number and date of each):

The undersigned acknowledges receipt of the below listed Amendment(s).

NAME OF PROPOSER (Type or Print)

FULL NAME OF PARTNERS (Type or Print)

BUSINESS ADDRESS (Type or Print, incl. "Zip Code")

BY (Sign in ink, type or print name under signature)

TITLE (Type or print)

DIRECTIONS FOR SUBMITTING PROPOSALS: Envelopes containing proposals, guarantee, and other proposal documents shall be sealed, marked, and addressed as follows:

METROPOLITAN TRANSIT AUTHORITY
OFFICE OF PROCUREMENT PLAN ROOM
1900 Main St.
P.O. Box 61429
Houston, Texas 77208-1429

NOTE: Identify the envelope containing a proposal with the Project Title, Request for Proposal Number, proposal due date and Proposer's company name and address.

2 TECHNICAL PROPOSAL
(to be submitted by proposer)

3 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 officer 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)

4 DISPUTES RESOLUTION PROCESS

METRO hereby provides the proposer 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.

Proposer 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 Proposer 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 Consultant. The decision of the Contracting Officer will be final unless, within ten (10) calendar days from the date of receipt of such copy, the Consultant 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 Consultant'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 Consultant 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 Consultant's administrative remedies under this Disputes Article. Pending final decision of a dispute hereunder, the Consultant 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 Proposer 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 Consultant. The decision of the Contracting Officer will be final unless, within ten (10) calendar days from the date of receipt of such copy, the Consultant 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 Consultant 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 Consultant.

C. The decision of the President & Chief Executive Officer will be final and conclusive with respect to the Consultant's administrative remedies under this Disputes Article. Pending final decision of a dispute hereunder, the Consultant 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 proposer 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)

5 PROPOSER'S QUESTIONNAIRE

Name of Company: _____

Address of Company: _____

Location of office responsible for providing services if different from above:

Geographical Service Area: _____

NOTE: Each Consultant and/or subConsultant anticipated to be utilized in performance of these services should complete, where applicable, this questionnaire and submit along with the Prime Proposer's proposal.

A. Has your firm ever been audited by METRO? Yes ____/No ____

B. If yes, the date of the last audit was: _____

C. Have you attached a copy of your firm's last annual financial (profit/loss) statement?

Yes ____/No ____

D. All insurance to be furnished to METRO by a Consultant in performance of a contract, must be on policies written by insurance companies licensed to operate within the State of Texas and have a minimum A.M. Best rating of B+ or greater: VI or greater as shown in the latest publication of the Best's Key Rating Guide. Please identify below, the name of your intended insurance carrier and their rating under the latest Best's Key Guide Rating.

Insurer's Name: _____

Best Rating: _____

E. Will your firm be able to provide METRO with a certificate for the insurance coverages and amounts specified by METRO in the RFP?

Yes ____/No ____

- F. If insurance requirements are not specified in the proposal, does your firm agree (on an award of the Contract) to provide METRO with a certificate of insurance, which will identify METRO as an added insured, to their standard corporate policy of the coverages and amounts stated therein?
- Yes ____/No ____
- G. Is your firm aware of and will it comply with Government Code, Title 10, Chapter 2251, Vernon Texas Codes Annotated, when making payments to sub-consultants?
- Yes ____/No ____
- H. Does your firm agree to (in the event of an award) make corporate data and records available to METRO (as they relate to the Contract) for audit during performance of and for a period of three (3) years after Contract completion?
- Yes ____/No ____
- I. Your firm maintains their accounts on (check one that is applicable):
- (1) An Accrual Basis Accounting System? ____
- (2) A Cash Basis Accounting System? ____
- J. Are your firm's accounting records subjected to an annual independent audit?
- Yes ____/No ____
- (If yes, kindly furnish us a copy of CPA reports for the last two (2) years.)
- K. Has your firm recently been audited by a cognizant Federal Government Audit Agency?
- Yes ____/No ____
- If yes:
- (1) By which agency? _____
- (2) Periods covered by the audit: _____
- L. If previously audited by a Federal Auditing Agency, have you attached a copy of the latest audit performed by such agency?
- Yes ____/No ____
- M. Has your firm established project accounting records to record costs by individual projects?
- Yes ____/No ____
- N. Are the costs in these records used as the basis for your firm's financial status reports and billing purposes?
- Yes ____/No ____
- O. Is the building where the firm is located (check one that is applicable):
- (1) Leased ____
- (2) Corporately owned ____
- (3) Individually owned ____
- P. Does the firm post credits for rebates, returns and allowances as a reduction to expenditures?
- Yes ____/No ____

Q. Does the firm have other branches operating in other places?

Yes ____/No ____

If yes:

(1) How many? ____

(2) Are separate accounting reports prepared for each branch?

Yes ____/No ____

R. What is the address and telephone number of your firm's headquarters?

S. What is the address of the office/location where your firm's financial records are kept/stored?

T. What is your firm's fiscal year ending date? _____

U. Who at your office would be the METRO Auditor's principal contact? Phone Number?

V. If your firm has FAX and e-mail capacity, what is the number and address?

W. What are your firm's office hours?

X. Does your firm currently employ or has it ever employed, at any time over the past twelve (12) months, any current or former METRO employees, associates, or representatives in any capacity whatsoever?

Yes ____/No ____

If answer is Yes, please provide on a separate sheet of paper the name of the individual, the purpose of employment, and the period employed.

Y. Does your firm currently employ or carry on it's payrolls any individual of a nationality other than United States citizen?

Yes ____/No ____

If yes, are they known to have entered and are working in the United States in accordance with the established laws of the United States Immigration and Naturalization Authority?

Yes ____/No ____

Z. List names, titles, and telephone numbers of individuals authorized to negotiate with METRO in connection with this Request for Proposal.

Name	Title	Telephone No.

AA. How many years has your organization been in business as a Consultant under your present business name? ____ years

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

1. In Harris County? ____

2. Outside Harris County? ____

CC. List the names of personnel who will be directly responsible for or in any way involved in providing the required services. Resumes must be included for named personnel.

Name	Position/Title

DD. Have you or your organization, or any officer or partner thereof, failed to complete a Contract? ____

If so, give details:

EE. Provide a list of references, including contact name and telephone number for any projects your firm was unable to complete (include projects from which your firm was removed, terminated, contract not extended, or lost due to new broker within the last five years, describing circumstances surrounding these events.

FF. Is any litigation pending against your organization that will affect your company's ability to perform the required services?

Yes _____ No _____

If so, give details:

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

Name of Bank: _____

Street Address: _____

City and State: _____ Telephone: _____

Officer familiar with Proposer's account: _____

HH. State your firm's annual average receipts over the past 3 fiscal years

\$ _____

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

Name of Client	Business Address	Type of Business	Telephone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned certified that he/she is legally authorized by the proposer to make the statements and representations contained in this document, 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, rely thereon in evaluating the proposer.

Name of Company: _____

Signature: _____

Title: _____

Date: _____

SECTION III - FORMS FOR BIDDING/PROPOSING/AWARD**1 SOLICITATION AWARD FORM****METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY TEXAS
REQUEST FOR PROPOSALS**

=====

Requisition No. UR09 _____

RFP No. RP0900049 Date of RFP: July 20, 2009

Contract No. [_____]

Description of Project: Pension Plan Calculation Services

=====

(TO BE COMPLETED BY PROPOSER AT THE CONCLUSION OF NEGOTIATIONS OF THE CONTRACT)

Consultant NAME AND ADDRESS:

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

PHONE: () _____

FAX NO: () _____

=====

In compliance with the above referenced Request for Proposals, the undersigned hereby proposes to furnish all of the resources necessary to complete the above referenced project for the total cost listed in Section III, Proposal Amount/Schedule of Items and Prices herein and in accordance with the Contract.

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

Upon written acceptance of this offer, executed by METRO and mailed or otherwise furnished, the proposer/Consultant will within fourteen (14) calendar days (unless a longer period is allowed) after receipt of award documents, provide required certification of insurance and performance bonds with good and sufficient surety.

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.

=====

OFFER
(TO BE COMPLETED AND SIGNED BY Consultant)

SIGNATURE OF Consultant:

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.

=====

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

Contract No. _____

METRO and the Consultant have executed this Contract and it shall be effective on the ____ day of _____, 2009.

METROPOLITAN TRANSIT AUTHORITY
OF HARRIS COUNTY

Executed for and on behalf of the Metropolitan Transit
Authority pursuant to Resolution No. _____ of the Board
of Directors on the ____ day of _____, 2009 and
on file in the office of the Assistant Secretary of the Authority.

BY: _____

ATTEST:

NAME: _____

Rose Gonzales
Assistant Secretary

TITLE: _____

APPROVED AS TO FORM:

Pauline E. Higgins
Senior Vice President & General Counsel

APPROVED:

Louise Richman
Vice President & Chief Financial Officer

2 PROPOSAL AMOUNT/SCHEDULE OF ITEMS AND PRICES

Consultant agrees to furnish all resources necessary to perform the compensation services in accordance with Exhibit "A", Scope of Services, Pension Plan Calculation Services and the terms of the proposed Contract at the proposal pricing listed below:

	1st Contract Year	2nd Contract Year	3rd Contract year	4th Contract (Option) Year	5th Contract (Option) Year
Level I Service	\$	\$	\$	\$	\$
Level II Service	\$	\$	\$	\$	\$
Level III Service	\$	\$	\$	\$	\$
t:					

3 KEY PERSONNEL FORM

PRIME Consultant

TEL () -

FAX () -

E-MAIL: _____

KEY PERSONNEL (PRIME Consultant)

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

NAME: _____

TEL () _____

FAX () _____

E-MAIL: _____

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 Consultant'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 Consultant'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 Consultant at the time of proposing:

1. The term "Contract Appeals Committee" means the METRO administrative body designated by the President & Chief Executive Officer to hear a Consultant's appeal submitted under the "Disputes" Article of this Contract.
2. The term "Arbitrator" means the individual selected by both METRO and the Consultant to hear an appeal submitted under the "Disputes" Article of this Contract.

2 SERVICES TO BE PERFORMED

The Consultant shall furnish all necessary resources required to provide pension plan calculation 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 a period of three (3) years from the effective date of the contract with one (1) two (2) year option period, 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. As full consideration for the satisfactory performance by the Consultant of this Contract, METRO shall pay to the Consultant compensation in the amount not-to-exceed _____ and ___/100 Dollars (\$_____.____), less any prompt payment discount earned or set forth in paragraph B, and in accordance with the payment provisions of this Contract.

B. 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 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.

C. The appropriate hourly rates prescribed in the Schedule of Items and Prices, multiplied by the number of direct labor hours actually performed. The rates shown are all-inclusive hourly rates. No other charges shall be levied for personnel services performed. Fractional parts of an hour shall be payable on a prorated basis. In the event that contract or temporary employees are required in the performance of this Contract, the Consultant shall be reimbursed for the direct costs of such employees, up to the maximum for the applicable discipline as identified in the Schedule of Items and Prices. Reimbursement for personnel expenses for those individuals who are not permanent employees is limited to direct labor costs only. Such reimbursement is not subject to added overhead and fees.

D. Only those reimbursable items as identified in the Schedule of Items and Prices, will be reimbursed. No reimbursable item shall be included in Contractor's invoice without first having had the prior approval of METRO Contracting Officer.

2 INVOICING AND PAYMENT

A. The Consultant shall submit an original invoice for payment to the address shown below for compensation services 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 Consultant under this Contract after:

1. Acceptance of services as identified in Section XII, Scope of Services;
2. Presentation of a properly prepared invoice;

C. 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 Consultant's invoices shall not contain assessments of any of these taxes.

D. Payments will be made within [____] [(____)] business days after receipt of a properly prepared invoice, or acceptance of the compensation services services, whichever is later. Payments shall be considered made when METRO deposits the Consultant'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 Consultant's sole remedy under this Article.

3 CONSULTANT REPRESENTATIVE

Prior to start of Contract performance, the Consultant 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 Consultant shall return to METRO's Project Manager all METRO issued identification badges and METRORide cards for deactivation by METRO's Human Resources Department. The Consultant shall also immediately notify METRO's Project Manager and return such identification badges and METRORide cards for those Consultant employees whose services are no longer needed during the course of this Contract. The Consultant will be assessed \$10.00 fee for any identification badges or METRORide 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:

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

Consultant:

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**

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 with limits of liability not less than:

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

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

\$1,000,000	Each Occurrence Combined Single Limit for Bodily Injury and Property Damage
\$1,000,000	Annual Aggregate Limit for Products and Completed Operations
\$2,000,000	General Aggregate for Other Than Products and Completed Operations

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:

\$1,000,000	Each Accident Combined Single Limit for Bodily Injury and Property Damage
-------------	---

4. **UMBRELLA LIABILITY** coverage providing excess limits over underlying Commercial General Liability, Business Automobile Liability and Employers Liability coverage:

\$0	Each Occurrence
\$0	Aggregate

5. The following additional insurance coverage will apply to this contract only if "YES" is typed to the left of the coverage.

NO **POLLUTION LEGAL LIABILITY** coverage to be provided on a stand alone policy form or an endorsement to your General Liability Policy providing coverage for asbestos removal work or underground storage tank installation or repair. Pollution Legal Liability shall apply for claims of sudden and accidental as well as gradual pollution, with limits of liability not less than:

\$1,000,000	Each Claim or Occurrence
\$2,000,000	Aggregate

YES **PROFESSIONAL LIABILITY INSURANCE**, with limits of liability not less than:

\$5,000,000	Each Claim
\$5,000,000	Aggregate

METRO reserves the right, at its sole discretion, to provide such Professional Liability Insurance instead of Contractor. Such insurance shall provide coverage for the benefit of METRO, Contractor, and any Subcontractors performing work under this contract. If METRO elects to provide such coverage, Contractor agrees to have its own Professional Liability Insurance policy endorsed to exclude coverage on all work performed under this contract. Any resultant premium refunds will be used to reduce METRO's total payments to Contractor under this contract.

NO **GARAGEKEEPERS' LEGAL LIABILITY INSURANCE** covering property damage caused by fire, explosion, theft, larceny, riot, civil commotion, malicious mischief, vandalism, or collision. Such insurance must cover all METRO vehicles in care of custody of contractor up to the actual cash value of each vehicle. The deductible, if any may not exceed \$2,500 per vehicle and must be paid by contractor.

NO CRIME INSURANCE including coverage for Robbery and Employee Dishonesty. Limits of liability under such insurance shall be not less than \$0 and the deductible, if any, must be paid by contractor.

B. The policies providing Commercial General Liability, Business Automobile Liability and Umbrella Liability insurance as required in Paragraphs A.2, A.3 and A.4 shall be endorsed to name METRO and its directors and employees, as Additional Insureds as respects Contractor's operations in performance of this contract. Such insurance 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, A.3, A.4 and A.5 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 and its directors and/or employees 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, Business Automobile Liability and Umbrella Liability insurance as required in paragraphs A.1, A.2, A.3 and A.4 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 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 and its directors and/or 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 and 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 and its directors and/or employees to the extent the injury, death or damage results from a negligent act or omission by METRO.

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

A. METRO places and requires Consultant to place the highest importance and priority on health and safety for all services performed by Consultant at any METRO facility. At all METRO facilities, Consultant shall comply with all applicable fire, safety and health laws and regulations as well as any safety and health requirements of METRO. Consultant 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 Consultant with copies of all safety and health requirements of METRO which relate particularly to the services Consultant has been requested to perform and to the general safety of any particular METRO facility.

B. Consultant 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 Consultant 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 Consultant, it shall notify Consultant and request Consultant'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 Consultant 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 Consultant's employees where such emergency first aid treatment or related services are not already available to any employee.

2 CONSULTANT'S EMPLOYEES

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

B. Consultant 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 Consultant, containing the company name, employee's name or company identification number of employee, if any. All prescribed identification shall immediately be delivered to the Consultant for cancellation upon release of any employee.

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

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

E. When working in METRO facilities, the Consultant 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 Consultant shall require his employees to comply with the instructions pertaining to conduct and other regulations called to the attention of the Consultant by the Project Manager or his designee.

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

3 CONFIDENTIAL INFORMATION

A. Any and all reports, information, data and/or written matter given to Consultant, and any new reports, information or data developed in support of Consultant's activities during the performance of this Contract shall be considered confidential and shall not be released by Consultant to any individual or organization outside of METRO without prior written approval from METRO.

B. Any and all work product which is produced during and in the performance of this Contract shall become the property of METRO and may be copied, published or otherwise disseminated by METRO in any manner without additional compensation to the Consultant.

SECTION IX - GENERAL TERMS AND CONDITIONS ARTICLES**1 COMPLIANCE WITH LAWS/PERMITS AND LICENSES**

The Consultant 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 Consultant 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 Consultant shall furnish to METRO certificates of compliance with all such laws, ordinances, rules, regulations and orders. The Consultant shall also be responsible for obtaining all necessary permits and licenses required for performance under the Contract.

2 METRO-FURNISHED PROPERTY

A. METRO shall provide to the Consultant, at the times and locations stated in this Contract, the METRO-furnished property described in this Contract.

B. Title to METRO-furnished property shall remain with METRO. The Consultant shall use the METRO-furnished property only in connection with this Contract. The Consultant shall maintain adequate property control records of METRO-furnished property in accordance with sound industrial practice and shall make such records available for METRO's inspection at all reasonable times.

C. The Consultant shall inspect the METRO-furnished property prior to acceptance. Upon acceptance of METRO-furnished property, the Consultant assumes the risk and responsibility for its loss or damage, except:

1. For reasonable wear and tear;
2. To the extent the property is consumed in performing this Contract; or
3. As otherwise provided for by the provisions of this Contract.

D. The Contract performance period is based upon the expectation that METRO-furnished property, suitable for use, will be available to the Consultant at the times stated in the Schedule or if not stated, in sufficient time to enable the Consultant to meet the performance dates.

E. If the METRO-furnished property is not available to the Consultant by the required time, or is unsuitable for use as determined by the Engineer, the Contracting Officer shall, upon the Consultant's timely written request, make a determination of delay, if any, caused the Consultant, and shall make an adjustment in the Contract performance period. The right to adjustment in the performance period shall be the Consultant's exclusive remedy. METRO shall not be liable for suit for breach of Contract for:

1. Any delay in availability of METRO-furnished property;
2. Availability of METRO-furnished property in a condition not suitable for its intended use;
3. A decrease in, or substitution of, METRO-furnished property; or
4. Failure to replace METRO-furnished property for which METRO is responsible.

F. Upon completing this Contract, the Consultant shall follow the instructions of METRO regarding the disposition of all METRO-furnished property not consumed in the performance of this Contract.

3 SUBCONTRACTING

A. The Consultant shall not subcontract any portion of the work without obtaining 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 Consultant 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 Consultant from proceeding with the Contract as changed.

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

5 DISPUTES

The Consultant 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 Consultant. The decision of the Contracting Officer will be final unless, within ten (10) calendar days from the date of receipt of such copy, the Consultant 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 Consultant'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 Consultant 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 Consultant's administrative remedies under this Disputes Article. Pending final decision of a dispute hereunder, the Consultant 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 Consultant. The decision of the Contracting Officer will be final unless, within ten (10) calendar days from the date of receipt of such copy, the Consultant 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 Consultant 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 Consultant.

C. The decision of the President & Chief Executive Officer will be final and conclusive with respect to the Consultant's administrative remedies under this Disputes Article. Pending final decision of a dispute hereunder, the Consultant 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 Consultant if METRO determines that such termination is in its best interest. Upon receipt of written notice of termination, the Consultant shall cease performance to the extent specified in the notice of termination. In the event of termination in whole, the Consultant 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 Consultant, 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 Consultant 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 Consultant, terminate this Contract in whole or in part if the Consultant 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 Consultant 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 Consultant will be liable to METRO for any excess costs.

D. Except for defaults of sub-consultants at any tier, the Consultant 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 Consultant. 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 Consultant.

E. If the failure to perform is caused by the default of a sub-consultant at any tier, and if the cause of the default is beyond the control of both the Consultant and sub-consultant, and without the fault or negligence of either, the Consultant 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 Consultant 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 Consultant 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 PATENT INDEMNITY

Except as otherwise provided, the Consultant agrees to indemnify METRO and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of METRO of supplies or equipment furnished hereunder.

9 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 Consultant 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 Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed by the Consultant.

10 ETHICAL CONDUCT

A. The METRO Board of Directors has adopted a Code of Ethics governing the conduct of its officers and employees. Consultant 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 Consultant participate in any other violation of this Code.

B. Consultant is required to maintain those records necessary to prove beyond a reasonable doubt Consultant'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 Consultant may result in termination of the Contract and exclusion of the Consultant from future contracts with METRO for a period of time determined by the METRO Board of Directors.

11 COVENANT AGAINST CONTINGENT FEES

The Consultant 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 Consultant 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.

12 ASSIGNMENT

The Consultant's performance under this Contract shall not be assigned except upon written consent of METRO. The Consultant 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 Consultant 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.

13 INDEPENDENT CONSULTANT

It is understood and agreed that the Consultant shall be deemed to be an independent Consultant in all its operations and activities hereunder; that the employees furnished by the Consultant to perform Work hereunder shall be deemed to be Consultant's employees or independent sub-consultants; that Consultant 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.

14 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.

15 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 Consultant 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 Consultant'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.

16 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.

17 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.

18 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.

19 RESPONSIBILITY OF THE CONSULTANT

A. The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Contract. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in his designs, drawings, specifications, and other services.

B. The Consultant shall provide all necessary supporting calculations and back-up documentation as requested by METRO, including all subcontracts, basic agreements and work orders.

C. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

20 CONSULTANT'S KEY PERSONNEL

Consultant's key personnel listed in Section III.3, "Key Personnel", are considered to be essential to performance of any of the Services being contemplated hereunder. Prior to substituting other personnel for any of the individuals specified, the Consultant shall notify METRO reasonably in advance and shall submit justification in sufficient detail to permit evaluation of the impact on these Services. No such substitutions shall be made by the Consultant without first securing METRO approval. Bidding/proposing form entitled "Key Personnel" may be amended from time to time during the course of the Contract to either add or delete personnel, as appropriate.

21 USE OF METRO'S NAME IN CONSULTANT ADVERTISING OR PUBLIC RELATIONS

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

SECTION XI - FEDERAL REQUIREMENTS ARTICLES**1 FEDERAL CHANGES**

Consultant 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 (11) dated October 1, 2004) between METRO and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Consultant's failure to so comply shall constitute a material breach of this Contract.

2 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Consultant agrees to comply with, and assure that any sub-consultant or any other third party Consultant 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 Consultant 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 Consultants 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 Consultant 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 Consultant agrees to include the requirements of this section all subcontracts that may involve international air transportation.

4 ENVIRONMENTAL REQUIREMENTS

The Consultant and any sub-consultant or third party Consultant under this Contract shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

A. Clean Air

1. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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

Consultants 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 FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. The Consultant 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 Consultant 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 Consultant 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 Consultant to the extent the federal government deems appropriate.

B. The Consultant 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 Consultant, to the extent the federal government deems appropriate.

C. The Consultant 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 sub-consultant who will be subject to the provisions.

8 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 4220.1E 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 Consultant 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.

9 NO OBLIGATION BY THE FEDERAL GOVERNMENT

A. METRO and the Consultant 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, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The Consultant 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 sub-consultant who will be subject to its provisions.

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 CONSULTANT NON DISCRIMINATION

The Consultant or sub-consultant(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant 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 DEBARMENT AND SUSPENSION

A. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

B. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

C. By signing its bid or proposal, the Consultant certifies as follows:

The certification in this clause is a material representation of fact relied upon by METRO. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to remedies available to METRO, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Consultant agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13 ACCESS TO RECORDS

A. The Consultant 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 Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant'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 Consultant agrees to provide METRO, the FTA Administrator or his authorized representatives, including any PMO Consultant, access to the Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 PRIVACY ACT

A. The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a, regarding Drug and Alcohol enforcement activities. Among other things, the Consultant agrees to obtain the express consent of the federal government before the Consultant or its employees operate a system of records on behalf of the federal government. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

B. The Consultant also agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by the Federal Transit Administration.

15 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 Consultant 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
PENSION PLAN COMPENSATION SERVICES****SCOPE**

The successful Proposer shall assist the Metropolitan Transit Authority of Harris County, Texas (METRO) in providing retirement plan calculation and administration services as specified herein associated with its two defined benefit pension plans. The Proposer will review METRO's current retirement plan calculation and administration processes with the goal of assuming some/most/all of the activities and tasks currently being performed by a limited compliment of internal support staff.

Participant compensation and service records are in many cases not readily available in their current format and require considerable time and effort to extract relevant data necessary to calculate these benefits. Review, analysis and recommendations with regard to the state of such records and its consequential cleanup will be a part of this project. A copy of pension plan documents will be made available upon request.

METRO will make available and provide appropriate documentation and data necessary to expeditiously complete the transfer of the aforementioned activities and tasks.

Proposer will provide plan calculation and administration services within a significant shortened time frame and with uncompromising accuracy.

METRO will determine one of three levels of service in which it will engage a successful Proposer. Firms may propose on one or more of the three levels. These three levels of service are:

Level I:

- Participant compensation and service data will be retained by METRO on its own data base.
- METRO will supply to Proposer the individual data elements necessary to calculate a requested individual benefit.
- Proposer will calculate and certify the individual benefit providing necessary communications and correspondence for METRO to submit such to the participant in the event of Normal and Early retirement, or Vested Terminations and/or Death.
- Proposer will review, analyze and calculate Qualified Domestic Relation Orders (QDROs) submitted.
- METRO will: retain data of active and inactive participants;
respond directly to participant inquiries and mailings;
interact with the plan's payor entity with regard to initiation and termination of payments;

Level II:

- Participant compensation and service data may be shared by METRO with Proposer and updated periodically.
- Proposer may store individual data elements necessary to calculate a requested individual benefit.
- Proposer will calculate and certify the individual benefit providing necessary communications and correspondence for it for METRO to submit such to participant in the event of Normal and Early retirement, or Vested Terminations and/or Death.
- Proposer will review, analyze and calculate QDROs submitted.
- Proposer will: store data of active and inactive participants;
respond directly to participant inquiries and mailings;
interact with the plan's payor entity with regard to initiation and termination of payments;
provide self-service website estimates and projections.
provide updated records periodically and for providing Annual Valuation participant detail

Level III:

- Participant compensation and service data will be provided by METRO to Proposer and updated periodically.
- Proposer will store individual data elements necessary to calculate a requested individual benefit.
- Proposer will calculate and certify the individual benefit providing necessary communications and correspondence for it and submit such to participant in the event of Normal and Early retirement, or Vested Terminations and/or Death.
- Proposer will review, analyze and calculate QDROs submitted.
- Proposer will: store data of active and inactive participants;
respond directly to participant inquiries and mailings;
interact with the plan's payor entity with regard to initiation and termination of payments;
provide self-service website estimates and projections.
provide updated records periodically and for providing Annual Valuation participant detail
- Proposer will provide a fully equipped/staffed Call Center through which participants will make requests regarding calculations and subsequent transactions and payment services.

Summary of Valuation Results
 January 1, 2009 Actuarial Valuation Metropolitan Transit Authority
Union Pension Plan

1/1/2009

Participant Data

Number of participants

Active participants	2,540
Terminated vested participants	535
Retired participants	824
Disabled participants	53
Beneficiaries	95
Total	<u>4,047</u>

Prorated (@7/20/09) Annualized Individual Calculations

Retirees	136
Terminated vested	68
QDRO	19
Beneficiaries	5
	<u>228</u>

Summary of Valuation Results
 January 1, 2009 Actuarial Valuation Metropolitan Transit Authority
Non-Union Pension Plan

1/1/2009

Participant Data

Number of participants

Active participants	994
Terminated vested participants	110
Retired participants	104
Disabled participants	12
Beneficiaries	11
Total	<u>1,231</u>

Prorated (@7/20/09) Annualized Individual Calculations

Retirees	38
Terminated vested	25
QDRO	10
Beneficiaries	3
	<u>76</u>

2 EXHIBIT "B" CONSULTANT'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 _____ (hereinafter called the Consultant) or its assignees, if any, the Consultant for itself and its sub-consultants, upon payment of the said sum by the Metropolitan Transit Authority (hereinafter called METRO), does release and discharge METRO, their 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 Consultant in the foregoing release; that _____, who signed said release on behalf of the Consultant and its sub-consultants, 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)