

METROPOLITAN TRANSIT AUTHORITY

REQUEST FOR PROPOSALS

FOR

SALES/USE TAX REVENUE ENHANCEMENT & CONSULTING SERVICES

METRO REQUEST FOR PROPOSAL RP1000026

Proposer's signature on Request for Proposals (Section III– Forms for 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 – REQUEST FOR PROPOSAL

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.: RP1000026

REQ. No.: UR1001067

PROJECT No.: N/A

DATE: July 12, 2010

For: ☐ Supplies/Equipment ☒ Services ☐ Other

PROJECT DESCRIPTION: SALES/USE TAX REVENUE ENHANCEMENT & CONSULTING 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_materials**SUBMIT INQUIRES BY WRITING OR CALLING**
(No Collect Calls Accepted):**NAME:** Patty Brimlow**TITLE:** Sr. Contract Specialist**TELEPHONE:** (713) 739-4617**E-MAIL:** PB12@ridemetro.org**TELEFAX:** (713) 758-9680

PRE-PROPOSAL CONFERENCE TIME/LOCATION: A pre-proposal conference will be held on **Tuesday, July 27, 2010 at 9:30 A.M.** local time in the Office of Procurement conference room located on the 2nd Floor Room, 2022 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 Specialist 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 **4:30 P.M.** local time on **Tuesday, August 10, 2010** at the METRO Office of Procurement Plan Room, 2nd Floor, 1900 Main Street, Houston, Texas 77002. The proposal (original and 10 copies) is to be submitted in a sealed envelope bearing the name and address of the proposer and the identification "Request for Proposal No. RP1000026". Proposals received will not be publicly opened.

PERFORMANCE PERIOD: The Contract Performance Period will be for a period of five (5) years from the effective date of Contract Notice to Proceed.

SMALL BUSINESS CONTRACT GOAL: METRO has adopted a Small Business/Disadvantaged Business Enterprise Program to encourage the participation of small business and disadvantaged business enterprises in contracting activities. All proposers are required to exercise good faith to use small businesses and disadvantaged businesses to the extent indicated in the Solicitation. This Solicitation has a 0% small business participation goal. Proposers may obtain a copy of the program by contacting METRO's Office of Small Business, at (713) 739-4881. **ALL PROPOSERS ARE REQUIRED TO EXERCISE GOOD FAITH TO USE SMALL BUSINESSES AND DISADVANTAGED BUSINESS ENTERPRISES 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 bidding/proposing time.
☐ Unable to identify item(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 services for Sales/Use Tax Revenue Enhancement and Consulting Services. METRO invites your firm to submit a proposal in response to this Request entitled Sales/Use Tax Revenue Enhancement & Consulting Services, as generally described in the Scope of Services, Exhibit "A" of this solicitation.
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 exception to the solicitation (including the terms and conditions of the proposed contract), please elaborate 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. 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. 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, show the proposer's technical competency, 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 financial resources adequate to perform the contract, or ability to obtain such resources as are required during the performance of the contract;
 - b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments;
 - c) Have necessary technical equipment, material and capability, including qualified supervision and skilled workforce, adequate to perform the contract, or the ability to obtain such resources as are required during the course of the contract;

- d) Have a satisfactory record of business integrity and ethics;
 - e) Have a satisfactory record of current and/or past performance in behalf of METRO and/or other owners, including the areas of scheduling, submittals, record keeping reporting, qualified supervision; skilled workforce, safety, quality of equipment, materials and workmanship, timely performance, warranties and guarantees;
 - f) If applicable, have a satisfactory record, as a Consultant, of making good-faith efforts to achieve Small Business/Disadvantaged Business Program goals in past METRO projects, as well as providing evidence satisfactory to METRO that the proposer will comply with Small Business Program/Disadvantaged Business requirements and goals contained herein.
 - g) Certify that it is not on the U.S. General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs". Signing and submitting the proposal is so certifying;
 - h) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
 - i) Have a MINIMUM of five (5) years of experience in the type of services (Sales/Use Tax Audits) relevant to METRO's needs; FIRMS MUST PROVIDE SERVICES TO GOVERNMENTAL AGENCIES ONLY.
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. Project Experience

Proposer shall provide introduction of firm, including, when possible, all Sub-Consultants that will be involved in the performance of the work indicating primary business experience and length of time in business. Proposer shall identify history and experience in providing various Sales/Use Tax Audits relevant to METRO's needs, including a description of direct experience on A MINIMUM of three (3) projects of similar size, scope and complexity. For each completed project, provide the name of the agency/organization and agency Project Manager, telephone numbers, e-mail addresses, type of work performed, and dollar value of the contracts. Proposer shall also describe relevant experience working with federal, state or local governmental agencies.
 - b. Project Team

Proposer shall identify qualifications and experience of all personnel proposed for assignment to the project. Proposer shall include a staffing plan, identifying account manager, project manager and any other key personnel and shall identify and discuss the direct qualifications and experience of the individuals relevant to METRO's requirement. Proposer shall also indicate function(s) to be performed by each individual, including backup or contingency.
 - c. Proposed Methodology and Approach to Work

Provide a general explanation and chart that identifies project leadership and reporting responsibilities, and shows how the team would interact with METRO project management and team personnel. If use of Sub-Contractors is proposed, identify their placement in the primary management structure, and provide internal management description for each Sub-Contractor. The methodology, itself, should be fully detailed for the entire project and segmented into phases or tasks. Provide proposed project schedule showing each task and subtask the proposer wants to detail.
 - d. Sample Work Product and Quality of Proposal

Proposers shall include in their proposal response package at least one (1) sample work product (e.g., sample reports, reporting and analysis software features and functionality, etc.) for each of the service categories to be provided by proposers and as specified in the "Scope of Services."

2. **Price Proposal (Price Schedule- Original and ten (10) copies).** 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. RP1000026.

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. Project Experience • Demonstrated experience and expertise on three (3) similar projects. • Performed similar services for public agencies in Texas. • Management, scheduling abilities and staff availability. • Knowledge and experience working with the Texas Comptroller of Public Accounts.	30 points
2. Project Team • Qualifications and experience of individual staff member(s) assigned to the project. Resumes are to be included. • Include a staffing plan, identifying account manager, project manager, and any other key personnel and shall identify and discuss the direct qualifications and experience of the individuals relevant to METRO's requirement. • Indicate functions to be performed by each individual, including backup or contingency.	20 points
3. Proposed Methodology and Approach to Work • Demonstrated knowledge of the work required. • Understanding of the project and services required as presented in the proposal. • Proposed methods and overall strategic plan to accomplish the work in a timely and competent manner.	20 points
4. Pricing • Complete pricing information submitted. • Proposed pricing in relation to evaluated experience, competency and proposed methodology.	20 points
5. Sample Work Product and Quality of Proposal • Samples submitted with proposal. • Overall quality and comprehensiveness of submitted proposal.	10 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 firms 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 all together, 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. The protester must exhaust its administrative remedies by pursuing METRO's protest procedures to completion prior to appealing METRO's decision to FTA.
7. 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. Not-to-exceed Contract, with fixed, unit costs, will be awarded to the responsive, responsible proposer(s) 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. The lowest price proposer is not guaranteed that it will receive the METRO contract award.
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. SMALL BUSINESS CONTRACT GOAL

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

0%

6. Consultant's Utilization Plan

- a. METRO requires that every bidder or proposer submit a Consultant's Utilization Plan (the "Plan") when submitting its bid or proposal or response to request for qualifications. The Plan should set forth how the Contract Goal for the proposed project is to be met. The Plan will be used by METRO as a factor in evaluating whether a Proposer has complied with the requirements of the Program and has made Good-Faith Efforts to satisfy the Contract Goal.
- b. This solicitation is made pursuant to a competitive bid or request for proposal. Your Consultant's Utilization Plan must include the following:
 - i. A Plan submitted as a part of a request for proposal should be a simple,

straight-forward statement outlining SB/DBE participation, inclusive of scope, responsibilities and percentage of work. Failure to submit a complete Plan will result in bid being deemed non-responsive of services

- ii. A Plan must include letters of intent or executed Sub-Consultants for each listed Small Business or Disadvantaged Business.
 - iii. A Plan must include a pledge of prompt payment for the SB/DBE Sub-Consultants.
 - iv. An affirmative statement by the proposer that it has adhered to METRO's Nondiscrimination Mandate and has not discriminated against any small or disadvantaged business in considering subcontracting opportunities based on race, sex, religion, national or ethnic origin, age or disability.
 - v. A Plan must include a pledge to adhere to the dispute resolution provisions (mediation and arbitration) as required by the Program.
 - vi. When requested, a timeline for performance by SB or DBE Sub-Consultants as required.
- c. The Consultant shall adhere to the Plan submitted unless a waiver is received from the Director of the Office of Small Business. Any changes in the Plan regarding the proposed use of SBs or DBEs in discharging the contract duties must be approved by the Director of the Office of Small Business. The approval of the Director will not be unreasonably withheld upon a showing of good cause to make the change.
7. Determination of Good -Faith Effort
- a. Any business that receives a contract with METRO covered by its Small Business/Disadvantaged Business Enterprise Program shall be required to make a good-faith effort to award subcontracts to small businesses. Good Faith Efforts are discussed at length in Section F of METRO's Procedures to Enhance Small Business/Disadvantaged Business Enterprise Opportunities.
 - b. If an award is made, the Consultant will adhere to METRO's monthly on-line reporting requirements and submit a copy of the Contract Audit screen.
 - c. A list of all METRO Certified Small Businesses and Disadvantaged Businesses may be obtained electronically through the following internet address: <http://www.RideMETRO.org>.
 - d. A Sub-Consultant is an entity that enters into a contract with a Consultant to provide a portion of the goods or services for which the Consultant is responsible under the terms of its contract with METRO. As discussed herein, a Consultant must be able to document the Good Faith Efforts taken to comply with METRO's Contract Goals and the requirements of the Program.
8. Incentives Utilizing Small Businesses and Disadvantaged Businesses
- a. Fees for Solicitation Documents. Submitters making a valid bid and participating in the Program will receive a refund for up to seven (7) sets of documents purchased from METRO.
 - b. Bid Security / Bond. A bid security will no longer be required except for federally funded construction solicitations exceeding \$100,000.
 - c. METRO's Incentives. METRO may utilize other incentives, as set forth in the bid specifications or request for proposal, as it determines appropriate.
9. Insurance Requirements
- The bidder/proposer whose bid is accepted shall, within the time established in the Request for Proposals, enter into a written Contract with METRO and, if required, furnish Certificates of Insurance in the amounts indicated in the Contract.
10. Small Business/Disadvantaged Business Enterprise Program
- a. For all contracts for which contract goals have been established, each bidder/proposer will be required to submit Small Business and Disadvantaged Business participation information to METRO and the award of the contract will be conditioned upon satisfaction of the requirements established by METRO. The apparent successful bidder/proposer, shall submit with its bid or proposal a Consultant's Utilization Plan.

- b. If the small business participation submitted by the bidder/proposer does not meet the Contract Goals, the bidder/proposer must submit evidence demonstrating that good-faith efforts were made to meet the goals.
- c. To determine sufficient Good-Faith Efforts to meet the Contract Goal, a bidder/proposer shall document the steps it has taken to obtain Small Business and/or Disadvantaged Business participation, including but not limited to the following:
 - i. Attendance at a pre bid meeting, if any, scheduled by METRO to inform SBs and DBEs of subcontracting opportunities under a given solicitation;
 - ii. Review list of METRO certified firms, METRO Opportunity University graduates and firms certified through the Texas Unified Certification Program to determine potential Sub-Consultants;
 - iii. Advertisement in general circulation media, trade association publications, and other media for at least 15 days before bids or proposals are due, when possible;
 - iv. Written notification to Small Businesses and/or Disadvantaged Businesses that their interest in the contract is solicited. The notice shall include a description of the subcontracting opportunities and identify the contact person within the Consultant's office. The notice must be sent to at least five (5) businesses in the current METRO or TUCP directory of certified SB and DBE entities that perform the type of work required. If METRO's directory does not include at least five (5) certified SBs or DBEs in the industry or commodity needed, the Consultant shall send the notice to other SBs and/or DBEs on lists maintained by other government agencies or organizations so long as the selected Sub-Consultants become certified by METRO prior to Board action;
 - v. Efforts made to select portions of the work proposed to be performed by Small Businesses or Disadvantaged Businesses in order to increase the likelihood of achieving the stated goal and, to the extent feasible and consistent with prudent industry practice, efforts to divide the contract work in reasonable lots;
 - vi. Efforts to provide interested SBs or DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to the solicitation;
 - vii. Negotiating in good faith with interested SBs or DBEs. Evidence of such negotiation includes, at a minimum:
 - The names, addresses, and telephone numbers of SBs or DBEs that were contacted;
 - A description of the information provided to SBs or DBEs regarding the plans and specifications for portions of the work to be performed; and
 - A statement of why additional agreements with SBs and DBEs were not reached.
 - viii. Not rejecting SBs or DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. Concerning each Small Business or Disadvantaged Business the Bidder/Proposer contacted but rejected as unqualified, the reasons for the Bidder/Proposer's exclusion;
 - ix. Efforts made to assist the Small Businesses or Disadvantaged Business contacted that needed assistance in obtaining bonding or insurance required by the Bidder/Proposer or METRO;
 - x. Efforts made to assist interested SBs and DBEs in obtaining

necessary equipment, supplies, materials or related assistance or services; and

- xi. Efforts made to utilize the services of available small business and/or disadvantageded business organizations that provide assistance in the recruitment and placement of SBs and DBEs.
 - d. To determine whether a bidder/proposer that has failed to meet the Contract Goals may be awarded the contract, METRO will determine whether the efforts the bidder/proposer made to obtain small business participation were "Good-Faith Efforts". Efforts that are merely pro forma are not Good-Faith Efforts to meet the goals. In order to award a contract to a bidder/proposer that has failed to meet Contract Goals, METRO will determine whether the bidder/proposer actively and aggressively made efforts to meet METRO's Contract Goal.
 - e. In determining whether a bidder/proposer has made Good-Faith Efforts, METRO may take in account the performance of other bidders/proposers in meeting the Contract Goals. For example, when the apparent successful bidder/proposer fails to meet the Contract Goal, but others meet it, METRO may reasonably raise the questions of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If an apparent successful bidder/proposer fails to meet the goal, but meets or exceeds the average SB/DBE participation obtained by other bidders/proposers, METRO may view this, in conjunction with other factors, as evidence of the apparent successful bidder/proposer having made Good Faith Efforts.
 - f. Bidders/Proposers that fail to meet Contract Goals and fail to demonstrate Good-Faith Efforts shall not be eligible to be awarded the contract. The firms submitted as proposed Sub-Consultants to meet the contract goal must be certified prior to Board action.
11. Materials and supplies shall be counted towards the small business goal as follows:
- a. 100 percent of the cost of materials or supplies purchased from a small business manufacturer can be applied towards the small business goals of this contract. A manufacturer is defined as a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment of the general character described by the scope and/or specifications of the contract.
 - b. 60% of the cost of materials or supplies purchased from a small business regular dealer can be applied towards the small business goals of this contract. A regular dealer is defined as a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the scope and/or specifications of the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
12. The proposer/bidder shall submit copies of documents demonstrating that each small business team member is acceptably certified as either a small or disadvantaged business enterprise, and verifying that such certification is current as of the date of submission. METRO accepts the following certifications:
- SBE - Metropolitan Transit Authority of Harris County (METRO)
 - DBE - City of Houston/Texas Unified Certification Program (TUCP)
 - SBE/DBE - U. S. Small Business Administration §8(a) Certification
 - HMBC – Houston Minority Business Council (with METRO Certification Application and personal net worth statement)
 - DBE - City of Austin
 - DBE – Corpus Christi Regional Transportation Authority
 - DBE – North Central Texas Regional Certification Agency
 - DBE – South Central Texas Regional Certification Agency
 - Texas Department of Transportation (DOT) approved DBE certification
- METRO does **not** accept the following certifications:
- State of Texas HUB (Historically Underutilized Business)
 - Minority Business Enterprise only
 - Women Business Enterprise only
 - City of Houston Small Business certification only

If a proposer/bidder submits a firm as part of its small business participation that is not yet certified as referenced above, that firm must submit their complete application package, with all required supporting documents, to METRO prior to the proposal submittal date. Additional information and certification forms may be found at METRO's website: www.ridemetro.org under "Opportunities."

S. INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting a proposal, the Proposer is providing the certification set out in Paragraph S 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.

T. 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.

U. METRO-FURNISHED PROPERTY

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

V. 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.

W. APPROVAL OF CONTRACT

If required by the METRO Procurement Manual, award of a Contract evolving from this solicitation shall be contingent upon the prior receipt of written approval from the METRO Board of Directors. No contractual agreement shall be binding on METRO until this approval has been obtained. It shall be the responsibility of firms responding to this solicitation to monitor Board award decisions. All persons and/or entities responding to this Solicitation hereby acknowledge the contract award requirement enumerated in this Paragraph. Anticipated Board Items are posted on METRO's web site at [http://www.ridemetro.org/About Us/Board/Agenda.aspx](http://www.ridemetro.org/AboutUs/Board/Agenda.aspx).

Public notice of solicitation results

The anticipated METRO Board meeting month for approval of a contract resulting from this solicitation will be forthcoming. It is the responsibility of the proposer to check METRO's website for notices on the specific dates for METRO Board meetings. All proposers of this Solicitation and METRO hereby agree that this provision shall serve as the minimum required action by the proposer toward exercising due diligence in obtaining the results of this Solicitation. The requirement of approval by the METRO Board of Directors for any particular solicitation is dependent upon several factors. However, all proposers shall be required to check the METRO web site regarding whether or not the solicitation associated with their proposal requires approval by the METRO Board of Directors. All persons and/or entities responding to this Solicitation hereby acknowledge the Public Notice of Solicitation Results enumerated in this Paragraph. METRO Board meeting notices are posted on METRO's web site at: <http://www.ridemetro.org/AboutUs/Board/Agenda.aspx>.

X. SUBMISSION REQUIREMENTS AND PROCEDURES

Submission of the below forms identified as "Consultant Owned" are a condition to be met by the proposers in order to be deemed responsive and must be met as a condition prior to Contract award. Once completed and submitted, these documents will be considered "Consultant owned" and will not be incorporated into the Contract. However, they will be made part of the original contract file. Any changes or adjustments to the information on these forms shall be submitted to the Contracting Officer and the Office of Small Business for approval. Once approved, the updated form(s) will be added to the contract file without requiring modification to the contract.

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

1. Proposal Forms

- *a "PROPOSAL FORM/SERVICE CONTRACT".
- *b "TECHNICAL PROPOSAL".
- *c. "SMALL BUSINESS/DISADVANTAGED BUSINESS ASSURANCE STATEMENT" (Consultant-Owned)
- **d. "SMALL BUSINESS/DISADVANTAGED UNAVAILABILITY CERTIFICATE". (Consultant-Owned)
Must be completed and submitted with proposal when goal is not reached.
- *e. "DETERMINATION OF GOOD FAITH EFFORT". The proposer will be responding "yes" or "no" to the statements listed on this form and supply supporting documentation with the proposal with each "no" statement. (Consultant-Owned)
- *f. "SMALL BUSINESS/DISADVANTAGED BUSINESS LETTER OF INTENT" (Consultant-Owned)
- *g "CERTIFICATION OF RESTRICTION ON LOBBYING"
- *h. "DEBARMENT AND SUSPENSION FORM". Proposers must provide this document with their proposal and the document must be signed.
- *i "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.
- *j. "PROPOSER'S QUESTIONNAIRE".
- *k. "CONSULTANT UTILIZATION PLAN FORM". Identifying first tier Sub-Consultants the proposer intends to contract with specifying the agreed price to be paid each Sub-Consultant for such work, and certifying the contract items and parts thereof to be performed by each Sub-Consultant. (Consultant-Owned)
- *l. Documentation demonstrating that each small business team is member is acceptably certified as either a small or disadvantages business enterprise and verifying that such certification is current as of the date of the submission.
- *m". "CONSULTANT'S UTILIZATION PLAN PLEDGE". The Consultant shall complete and return this form if the use of a Sub-Consultant(s) are proposed. A pledge of prompt payments to each SB/DBE Sub-Consultant should be included. Finally, please provide an affirmative statement that the prime Consultant adheres to METRO's Nondiscrimination Mandate and that it has not discriminated against any small or disadvantaged businesses in considering subcontracting opportunities based on race, sex, religion, national or Ethnic origin, age or disability. (Consultant-Owned)
- *n. "SMALL BUSINESS/DISADVANTAGED BUSINESS LETTER OF INTENT". Must be submitted with the proposal. (Consultant-Owned)

NOTE: THE ABOVE "CONSULTANT'S UTILIZATION PLAN PLEDGE", "CONSULTANT UTILIZATION PLAN FORM" AND "SMALL BUSINESS/DISADVANTAGED BUSINESS LETTER OF INTENT" CONSTITUTE THE CONSULTANT'S COMMITMENT TO SUBCONTRACT TO SB/DBE BUSINESSES.

2. Proposal/Award Forms

- *a "Solicitation, Proposal and Award".
- *b. "Proposal/Contract Amount, Items and Prices". Submit in a separate sealed envelope."
- *c. "KEY PERSONNEL". The proposer shall list significant personnel associated with providing the services.

**3. When a special license or permit is required by Federal, State or Local law of ordinance, a bidder/proposer must be properly licensed prior to submitting proposal and furnish evidence of such with the proposal.

* Provide with Proposal Submittal

** Provide with Proposal Submittal, if applicable

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

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

NAME OF PROJECT: **SALES/USE TAX REVENUE ENHANCEMENT
& CONSULTING SERVICES**

DATE OF REQUEST FOR PROPOSAL: July 12, 2010

RFP NO.: RP1000026

REQUISITION NO.: UR1001067

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 SMALL BUSINESS/DISADVANTAGED BUSINESS ASSURANCE STATEMENT

The undersigned certifies that he/she has read, understands and agrees to be bound by the small business provisions set forth in this Solicitation. The undersigned further certifies that he/she is legally authorized by the Bidder/Consultant to make the statements and representations in this Solicitation and that said statements and representations are true and accurate to the best of his/her knowledge and belief. The undersigned agrees to attain the small business utilization percentages of the total offer amount as set forth below:

Small Business Utilization Goal = 0%

The undersigned will enter into formal agreement(s) for work to be identified on the "Consultant Utilization Plan Form" form conditioned upon execution of a contract with METRO and agrees to include the two assurance statements below in all subcontracts.

The undersigned certifies that the firm shown below has not discriminated against all small business or disadvantaged business or other potential Sub-Consultant because of race, color, religion, sex, age, disability or ethnic or national origin, but has provided full and equal opportunity to all potential Sub-Consultants irrespective of race, color, religion, sex, age, disability, or ethnic or national origin.

The undersigned understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions, objectives, goals, and commitments set forth herein without prior approval of METRO's President & Chief Executive Officer or duly authorized representative, the Bidder/Consultant will be subject to the loss of any contract or the termination thereof resulting from this bid and could be ineligible for future METRO contract awards.

Signature: _____

Title: _____ Date of Signing: _____

Firm or Corporation: _____

Address: _____

Telephone Number: _____

4 SMALL BUSINESS/DISADVANTAGED BUSINESS UNAVAILABILITY CERTIFICATE**SMALL BUSINESS/DISADVANTAGED BUSINESS UNAVAILABILITY CERTIFICATE**

I, _____, _____ of _____
 _____ (Name) _____ (Title)

certify that on the date shown below, I contacted the following small business(es)

 _____ (Business Name)

RP1000026

to obtain a Bid for Materials or Services to be utilized on METRO Solicitation No. _____

DATE CONTACTED	SMALL BUSINESS	TELEPHONE NO.	CONTACT PERSON	MATERIALS OR SERVICES	RESULTS
1.					
2.					
3.					
4.					
5.					
6.					

To the best of my knowledge and belief, said small business was unavailable for this solicitation, unable to prepare a bid/proposal or prepared a bid that was rejected for the reason(s) stated in the RESULTS column above.

The above statement is a true and accurate account of why I was unable to award a subcontract(s) or supply order(s) to the small business listed above.

NOTE: This form to be submitted with all Bidder/Proposer documents for Waiver of small business participation. (See Instructions to Bidders/Proposers)

Signature: _____

(Bidder/Offerer)

5 DETERMINATION OF GOOD-FAITH EFFORT

Bidder/Proposer/Consultant: _____

Vendor Identification Number: _____

Address: _____

Phone: _____ Fax: _____ e mail: _____

In making a determination that a Good Faith Effort has been made, METRO requires the Bidder/Proposer/Consultant to complete a checklist and submit supporting documentation explaining in what ways the Bidder/Proposer/Consultant has made a Good Faith Effort according to each requirement with a copy of notice, or solicitation or letter of justification. The Bidder/Proposer/Consultant will respond to the following and provide supporting documentation as requested.

Please answer "yes" or "no." Were you able to meet the Contract Goal in selecting Small Businesses or Disadvantaged Businesses as part of your bid or proposal submission? Yes _____ No _____

If you answered "yes," you are not required to answer the remaining questions below. If you answered "no," please respond as requested below.

In an effort to document my Good Faith Efforts to meet the Contract Goals regarding Small Business or Disadvantaged Business participation, I am able to present evidence of:

Yes _____ No _____ Attendance at a pre bid meeting, if any, scheduled by METRO to inform SBEs and DBEs of subcontracting opportunities under a given solicitation.

Yes _____ No _____ Review of the list of METRO certified firms, METRO Opportunity University graduates and firms certified through the Texas Unified Certification Program to determine potential Sub-Consultants.

Yes _____ No _____ Advertisement in general circulation media, trade association publications, and other media for at least 15 days before bids or proposals are due.

Yes _____ No _____ Written notification to Small Businesses and/or Disadvantaged Businesses that their interest in the contract is solicited. The notice included a description of the subcontracting opportunities and identified the contact person within my office. The notice was sent to at least five (5) businesses in the current METRO or TUCP director of certified SBE and DBE entities that perform the type of work required.

Yes _____ No _____ Efforts made to select portions of the work proposed to be performed by Small Businesses or Disadvantaged Businesses in order to increase the likelihood of achieving the stated goal and, to the extent feasible and consistent with prudent industry practice, efforts to divide the contract work in reasonable lots.

Yes _____ No _____ Efforts to provide interested SBEs or DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to the solicitation.

Yes _____ No _____ Negotiating in good faith with interested with SBEs or DBEs, including:

a) The names, addresses, and telephone numbers of SBEs or DBEs that were contacted;

b) A description of the information provided to SBEs or DBEs regarding the plans and specifications for portions of the work to be performed; and

c) A statement of why additional agreements with SBEs and DBEs were not reached.

Yes _____ No _____ Not rejecting SBEs or DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. Concerning each Small Business or Disadvantaged Business the Bidder/Proposer contacted but rejected as unqualified, the reasons for the Bidder/Proposer's exclusion.

Yes _____ No _____ Efforts made to assist the Small Businesses or Disadvantaged Business contacted that needed assistance in obtaining bonding or insurance required by the Bidder/Proposer or METRO.

Yes _____ No _____ Efforts made to assist interested SBEs and DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

Yes _____ No _____ Efforts made to utilize the services of available small business and/or disadvantage business organizations that provide assistance in the recruitment and placement of SBEs and DBEs.

NOTE: If the prime Consultant is unable to meet the solicitation goal or if any of the above items are answered "no," the Bidder/Proposer/Consultant must attach supporting documentation or a letter of justification. The attachments submitted by the Bidder/Proposer/Consultant will be reviewed by METRO and a written notice of acceptance or deficiency of Good-Faith effort will be issued. This form is due at time of the proposal submission.

Signature of Bidder/Proposer: _____ Title: _____

Date: _____

6 CERTIFICATION OF RESTRICTIONS ON LOBBYING

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

- 1) No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this _____ day of _____, 2010.

Company Name: _____

By: _____
(Signature of Company Official)

(Title of Company Official)

7 DEBARMENT AND SUSPENSION FORM

The undersigned certifies, by submission of this certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Company is unable to certify to any of the statements in this certification, the Company shall attach an explanation to this certification.

I hereby certify that I am authorized to execute this certification on behalf of the Company and certify the truthfulness and accuracy of the contents herein or attached hereto to the best of my belief. The Company does/does not (strike one) have in-house legal counsel.

Company Name: _____

By: _____
signature of company official) Date

(title of company official)

The following shall also be completed if the Company has in-house legal counsel:

The undersigned legal counsel for _____ hereby certifies that

_____ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Company's Attorney Date

8 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)

9 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 Sub-Consultant 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.
------	-------	---------------

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: _____

10 CONSULTANT UTILIZATION PLAN FORM

Bidder/Proposer presents the following participants in this solicitation and any resulting Contract. All Bidders/Proposers, including small businesses bidding as prime Consultants, are required to demonstrate good faith efforts to include eligible small businesses in their submissions as Sub-Consultants and/or suppliers.

CONSULTANT		Type of Work to be Performed or Materials Supplied	Indicate if Small Business Y/N		Percent of Contract Effort		Price
Name of Business			SBE	DBE	SBE	DBE	
Tax ID No.							
Business Address							
Telephone No.							
Fax No.							
Contact Person							
E-mail Address							
SUB-CONSULTANT							
Name of Business							
Tax ID No.							
Business Address							
Telephone No.							
Fax No.							
Contact Person							
E-mail Address							
Name of Business							
Tax ID No.							
Business Address							
Telephone No.							
Fax No.							
Contact Person							
E-mail Address							

SUPPLIERS		Counts for 100% toward small business goal when purchased from small business manufacturer and 60% when purchased from small business regular dealer (see Instructions to Bidders/Proposers).	SBE DBE SBE DBE			
Name of Business Tax ID No. Business Address Telephone No. Fax No. Contact Person E-mail Address						
Name of Business Tax ID No. Business Address Telephone No. Fax No. Contact Person E-mail Address						

Submitted by: _____ Business Name: _____

Address: _____

Telephone/Fax: _____ Date: _____

Total amount of contract to be performed by: _____

TOTAL \$ _____

Consultant: \$ _____

Sub-Consultant(s): \$ _____

Supplier(s): \$ _____

11 CONSULTANT UTILIZATION PLAN PLEDGE**Pledge of Prompt Payments to SBE/DBEs**

I pledge to pay all SBE/DBEs within five (5) calendar days after receiving payment from METRO for amounts previously invoiced for work performed or materials furnished under the contract.

Signature: _____

Title: _____

Date: _____

METRO's Nondiscrimination Mandate

I affirm that _____ (company name) adheres to METRO's Nondiscrimination Mandate and has not discriminated against any small or disadvantaged business in considering subcontracting opportunities based on race, sex, religion or ethnic origin, age or disability.

Signature: _____

Title: _____

Date: _____

(FOR CONSTRUCTION CONTRACTS)

I pledge to release the retainage of all SBE/DBE Sub-Consultants within thirty (30) days after satisfactory completion and approval of work performed. SBE/DBEs may petition the Prime Consultant to make the final payment and may notify METRO of the request. As METRO releases retainage for payment to the Sub-Consultant, the Prime Consultant is required to immediately (within 15 days) pay the Sub-Consultant. The release of retainage will be made to the SBE/DBEs regardless of the prime invoicing METRO.

Signature: _____

Title: _____

Date: _____

12 SMALL BUSINESS DEVELOPMENT PROGRAM - LETTER OF INTENTSolicitation No.: **RP1000026**

PLEASE SUBMIT SEPARATE FORMS FOR EACH SUB-CONSULTANT\SUPPLIER
For use by submitters to identify Sub-Consultants and suppliers.

Submitter: _____

Vendor Identification Number: _____

Address: _____

Phone Number: _____ Fax Number: _____

Project Title: _____

Time Period Covered: _____

Percentage/amount of contract with small business Sub-Consultant/supplier

Percentage: _____ % \$ _____

Name of small business Sub-Consultant\supplier: _____

Address: _____

Phone: _____ Proposed Contract Amount: _____

Description of proposed materials or services to be performed under agreement with small business for amount indicated above:

Signature of Sub-Consultant/Supplier_____
Title_____
Signature of Prime Consultant_____
Title

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

=====

Requisition No. UR1001067

RFP No: RP1000026

Date of RFP: July 12, 2010

Contract No. CT10 _____

Description of Project: **SALES/USE TAX REVENUE ENHANCEMENT & CONSULTING 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: () _____

EMAIL: _____

=====

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) calander days (unless a longer period is allowed) after receipt of award documents, provide required certification of insurance.

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 _____, 2010.

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 _____, 2010 and on file
in the office of the Assistant Secretary of the Authority.

BY: _____

ATTEST:

NAME: _____

TITLE: _____

ATTEST:

Hilda Montemayor
Assistant Secretary

APPROVED AS TO FORM:

Paula Alexander
Chief Counsel

APPROVED:

Louise Richman
Vice President and Chief Financial Officer

2 PROPOSAL AMOUNT/SCHEDULE OF ITEMS AND PRICES**COST ESTIMATE FORM SALES/USE TAX AUDIT & RECOVERY SERVICES**

Consultant: _____

The following cost proposal covers the services specified in, "Scope of Services," Section 1, "Sales/Use Tax Audit (SUTA) Services."

Proposed Percentage Fee	_____ %	_____ %	_____ %
Tax Revenue Amount Recovered on Behalf of METRO	\$1M - \$3M	\$3M - \$10M	Over \$10M

The above proposed fees shall be firm and fixed for the entire five (5)-year term of the Contract and be fully inclusive of all costs, including but not limited to administration, overhead, labor, fringe benefits, profit, etc.

This negotiated fee shall be a performance based fee calculated and paid to the Consultant as a fixed percentage from the total amount of Sales/Use Tax identified and recovered by the Consultant on behalf of METRO.

This fee applies to eight quarters after the "Date of Correction" and all legally eligible prior quarters back to, and including, a maximum of three (3) years prior to the "Date of Knowledge" quarter. As used herein, the "Date of Knowledge" is the quarter during which Consultant notifies the Texas Comptroller of Public Accounts (TCPA) of the existence of a misallocation. As used herein, the "Date of Correction" refers to the quarter in which the taxpayer has correctly reported the local tax and the TCPA distributes the local tax property to METRO, based on the taxpayer's reporting. For Detailed Confidentiality Report (DCR) misallocations detected and corrected, Consultant's compensation shall only include the quarters in which the misallocation actually occurred.

2 PROPOSAL AMOUNT/SCHEDULE OF ITEMS AND PRICES**COST ESTIMATE FORM SALES/USE TAX AUDIT & RECOVERY SERVICES**

Consultant: _____

The following cost proposal covers the services specified in, "Scope of Services," Section 1, "Sales/Use Tax Audit (SUTA) Services."

Proposed Percentage Fee	_____ %	_____ %	_____ %
Tax Revenue Amount Recovered on Behalf of METRO	\$1M - \$3M	\$3M - \$10M	Over \$10M

The above proposed fees shall be firm and fixed for the entire five (5)-year term of the Contract and be fully inclusive of all costs, including but not limited to administration, overhead, labor, fringe benefits, profit, etc.

This negotiated fee shall be a performance based fee calculated and paid to the Consultant as a fixed percentage from the total amount of Sales/Use Tax identified and recovered by the Consultant on behalf of METRO.

This fee applies to eight quarters after the "Date of Correction" and all legally eligible prior quarters back to, and including, a maximum of three (3) years prior to the "Date of Knowledge" quarter. As used herein, the "Date of Knowledge" is the quarter during which Consultant notifies the State Board of Equalization of the existence of a misallocation. As used herein, the "Date of Correction" refers to the quarter in which the taxpayer has correctly reported the local tax and the Texas Comptroller of Public Accounts (TCPA) distributes the local tax properly to METRO, based on the taxpayer's reporting. For Detailed Confidentiality Report (DCR) misallocations detected and corrected, Consultant's compensation shall only include the quarters in which the misallocation actually occurred.

Consultant: _____

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Quarterly Fee for Sales/Use Tax	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Analysis and Reporting Services	Per Quarter	Per Quarter	Per Quarter	Per Quarter	Per Quarter

Proposer is to detail below the specific Sales Tax Analysis and Reporting Services and any Additional and Related Consulting Services as specified in "Scope of Service," Section 2, "Sales and Use Tax Analysis and Reporting Services," that the above offered quarterly fee covers:

[illegible]

COST ESTIMATE FORM RATES OF STAFF COMPENSATION

METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS (1)

(2) RFP/CONTRACT NO:
ATTACHMENT 1

RATES OF COMPENSATION COST PROPOSAL FORM (to be submitted with proposal)

Consultant Name: _____

(3)	Fringe Benefit	%	+	Overhead	%	+	General Administration	%	=	(4a)	%	Combined	%
NORMAL		%	+		%	+		%	=	(4b)	%		%
OVERTIME		%	+		%	+		%	=				

(5) FEE % _____%

ACTUAL PROPOSED BILLING COST INFORMATION

CALCULATION INFORMATION

Staff Name/Classification/Title ¹ (of staff that will be performing services under this project)	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		Yearly % Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
(6)	(7)	(7)	(8)	(8)	(9)	(10)	(11)
First Person's Name / Title			1 st Year	1 st Year			
			2 nd Year	2 nd Year			
			3 rd Year	3 rd Year			
			4 th Year	4 th Year			
			5 th Year	5 th Year			
Second Person's Name / Title			1 st Year	1 st Year			
			2 nd Year	2 nd Year			
			3 rd Year	3 rd Year			
			4 th Year	4 th Year			
			5 th Year	5 th Year			
Third Person's Name / Title			1 st Year	1 st Year			
			2 nd Year	2 nd Year			
			3 rd Year	3 rd Year			
			4 th Year	4 th Year			
			5 th Year	5 th Year			
Fourth Person's Name / Title			1 st Year	1 st Year			
			2 nd Year	2 nd Year			
			3 rd Year	3 rd Year			
			4 th Year	4 th Year			
			5 th Year	5 th Year			

Fifth Person's Name / Title					1 st Year	1 st year			
					2 nd Year	2 nd Year			
					3 rd Year	3 rd Year			
					4 th Year	4 th Year			
					5 th year	5 th year			
Sixth Person's Name / Title					1 st Year	1 st year			
					2 nd Year	2 nd Year			
					3 rd Year	3 rd Year			
					4 th Year	4 th Year			
					5 th Year	5 th Year			
Seventh Person's Name / Title					1 st Year	1 st year			
					2 nd Year	2 nd Year			
					3 rd Year	3 rd Year			
					4 th Year	4 th Year			
					5 th Year	5 th Year			

1. For all assigned project staff members, list the name alongside of the specified job classification/title. Team members subject to the Fair Labor Standards Act (FLSA) are not eligible for overtime.
2. For named employees enter the actual hourly rate.
3. Note employee/classifications that are subject to prevailing wage requirements with an asterisk (*).

METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS (1)
ACTUAL RATE SCHEDULE – Other Direct Costs

(2) RFP/CONTRACT NO:
ATTACHMENT 2

Consultant Name: _____

SCHEDULE OF OTHER DIRECT COST (ODC) ITEMS
(All ODC items must be specifically detailed below)

DESCRIPTION OF ITEMS	UNIT	COST

If an item listed on the ODC sample form is captured in the Consultant's Overhead Percentages, the Consultant should note "not applicable (N/A)" in that section.

INSTRUCTIONS FOR COMPLETING RATES OF COMPENSATION COST PROPOSAL FORM

METRO's Contracting Officer will only work directly with the Prime Consultant concerning the Contract and the Rate Schedule Instructions (herein referred to as Cost Proposal). The Prime Consultant must work with its Sub-Consultant(s) to develop the Cost Proposal. The Prime Consultant is responsible for obtaining valid cost proposal information and/or forms from its Sub-Consultant(s).

Instructions for completing the Cost Proposal are enumerated on the Sample Cost Proposal as follows:

1. The Prime and Sub-Consultant's Cost Proposal must be submitted in the format of the Sample Cost Proposal, (Attachment 3).
2. On the right-hand side of the page, indicate the RFP number, the RFP Attachment number and the firm's name.
3. In the middle, center of the page, indicate the firm's percentages for the fringe benefits, overhead, and general administration for normal and overtime percentages. The firm's fringe benefits, overhead, and general administration percentages are subject to METRO's audit review/approval.
4. **Combined %** - The combined percentage is the addition of the fringe benefit, overhead, and general administration percentage for both Normal and Overtime percentages. Provide combined percentages rates separately for "Normal" and "Overtime" hours. The combined percentage figures for "Normal" and "Overtime" hours may remain the same if the firm's business practice does not accumulate overhead costs separately for "Normal" and "Overtime" hours.
5. **Fee** - As a separate line item, indicate the fee percentage proposed. It should be noted that the fee percentage is subject to negotiation.
6. **Name & Classification** - For each key team member, list their name alongside of the specified job classification. Employees/classifications that are subject to prevailing wage requirements should be annotated with an asterisk (*).
7. **Loaded Hourly Billing Rate** -Under "Loaded Hourly Billing Rates" the firm will list the "Straight" and "Overtime" rates for all named and/or unnamed classifications. To complete the "Loaded Hourly Billing Rates" section combines the applicable hourly wage rate with the combined overhead and fixed fee percentages. Below is the formula for calculating the "loaded rate" (with example figures):

Actual/Average Hourly Rate	X	Combined %	=	(A)
\$30.75	X	1.6754	=	\$51.518 (\$51.52)
Actual/Average Hourly Rate	+	(A)	=	(B)
\$30.75	+	\$51.52	=	\$82.27
(B)	X	Fee %	=	(C)
\$82.27	X	0.09	=	\$7.404 (\$7.40)
(B)	+	(C)	=	Loaded Rate
\$82.27	+	\$7.40	=	\$89.67

Overtime may be "not applicable" (N/A) for some of the classifications. Typically, those classifications are Executive, Administrative, Professional, outside Sales Personnel, Owners, Owner's Parents, Spouses, and their Children, etc. Overtime is completed with a "N/A" for exempt employees and with a figure for employee(s) subject to the Fair Labor Standards Act.

8. Hourly Rates - The "Effective Date of Hourly Rates" should cover the period stated in the contract under Article - Performance Period. If the contract is for a four-year duration, the Consultant should list each year on a separate line for each named individual and/or classification (see sample cost proposal). The effective dates may have to be revised depending on when the contract is actually executed.

9. Escalation for Cost of Living - If escalations are anticipated during the contract period, provide the estimated escalations percentage. If the contract period will be for more than one year, the Prime and its Sub-Consultant(s) should indicate the anticipated escalation percentage for each individual/classification listed. Escalation increases are subject to negotiation and Caltrans audit review/approval.

10. Actual Hourly Rate - Where a specific employee is named, provide the "Actual Hourly Rate" and the effective dates of the rate.

11. Named Employee(s) - With specifically named employee, the "Hourly Range for Class" should indicate "not applicable" (N/A).

12. Other Direct Costs - Utilizing the format of the sample "Schedule of Other Direct Cost Items" (Attachment 2) ODCs attached, indicate any anticipated "Other Direct Cost" (ODC) items, including in-house billing rates. Each Consultant is responsible for billing METRO for its ODCs at "actual" cost, without any additional markup or profit. ODCs are subject to Caltrans audit review/approval.

- In-house billing rates are generally for those services provided by the Consultant rather than by an outside vendor. For example, a Consultant may perform all of its reprographic work in-house and bill at an established per-page billing rate. The established in-house billing rate should be supported and based on actual costs incurred by the Consultant. Or, a Consultant may send out their reprographic work and pay an outside vendor. ODC items are expenditures that are directly related to the contract/project, which are not captured in the Consultant's Overhead Percentages.
- If part of the contracted work is to be subcontracted, the Consultant shall submit ODCs for each Sub-Consultant.
- Only one ODC sheet should be included with the Prime Consultant's cost proposal that combines the Prime and Sub-Consultants ODC items. Normally, ODC items will vary from Consultant to Consultant depending on the Accounting method utilized by the Consultant; the ODC items listed on the "sample" form may vary from one Consultant to another. If an item listed on the ODC sample form is captured in the Consultant's Overhead Percentages, the Consultant should note "not applicable" (N/A) in that section.
- Reimbursement for transportation and subsistence costs shall not exceed the rates to be paid by the GSA for Texas 2010 Per Diem Rates for Harris County. Max. Lodging (exc. taxes) \$118 per day plus M & IE \$71 per day = Max. Per Diem Rate of \$189, First & Last Day (75% of M & IE) \$53.25.

(See sample completed rate form below)

ATTACHMENT 3

SAMPLE COMPLETED RATE SHEET
(per example given in above instruction document)

(3) NORMAL OVERTIME	Fringe Benefit %	Overhead %	General Administration %	Combined %
	61.10% + 61.10% +	23.19 % + 23.19 % +	83.25 % = 83.25 % =	(4a) 167.54% (4b) 167.54%

(5) FEE % 9.00%

ACTUAL PROPOSED BILLING COST INFORMATION

CALCULATION INFORMATION

Staff Name/Classification/Title ¹ (of staff that will be performing services under this project)	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		Yearly % Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
(6)	(7)	(7)	(8)	(8)	(9)	(10)	(11)
Person's Name / Title	89.67	134.51	07/01/02	06/30/03	0%	30.75	N/A
	94.16	141.24	07/01/03	06/30/04	5.0%	32.29	N/A
	98.86	148.29	07/01/04	06/30/05	5.0%	33.90	N/A

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: _____

SUB-CONSULTANT A

TEL () -

FAX () -

E-MAIL: _____

KEY PERSONNEL (SUB-CONSULTANT)

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

NAME: _____

TEL () _____

FAX () _____

E-MAIL: _____

SUB-CONSULTANT B

TEL () -

FAX () -

E-MAIL: _____

KEY PERSONNEL (SUB-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 proposal:
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 perform benefit consultant 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 five (5) years, unless otherwise modified or terminated by METRO in accordance with the terms and conditions of this contract. The contract shall be effective on the date of last signature ("Effective Date").

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 of _____ and ____/100 Dollars (\$_____.____), in monthly installments in accordance with Section III, No. 2, 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.

2 INVOICING AND PAYMENT

A. The Consultant shall submit an original invoice for payment to the address shown below for Sales/Use Tax Revenue Enhancement and Consulting 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. Delivery and acceptance of Sales/Use Tax Revenue Enhancement & Consulting Services;
2. Presentation of a properly prepared invoice;
3. Presentation with each invoice of a release of all claims against METRO arising by virtue of this Contract, other than claims, in stated amounts that the Consultant has specifically accepted from the operation of the release. A release may also be required of the assignee if the Consultant's claim to amounts payable under this Contract has been assigned. The Consultant shall complete a "Consultant's Release" form, Exhibit "B", or other Consultant's release form acceptable to METRO.
4. If the Consultant has previously been paid for items or services that have later been found deficient, defective or otherwise unacceptable, subsequent invoices may be adjusted accordingly. In such instances, METRO shall provide the Consultant a written explanation for such adjustments.

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 thirty (30) calendar days after receipt of a properly prepared invoice completed or acceptance of the work, 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.

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

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

3 CONSULTANT REPRESENTATIVE

A. 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.

B. 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:

Authority: Patty Brimlow
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.

5 ADMINISTRATIVE CONTROL OF CORRESPONDENCE

Contract related correspondence, transmittal letters, etc., issued by each party to this Contract will refer to the Contract number shown on this Contract. The correspondence shall be addressed to the appropriate METRO representative set forth elsewhere in this Contract. Should it be addressed to other than the Contracting Officer a copy shall be provided to the Contracting Office

SECTION VII - INSURANCE ARTICLES**1 CONSULTANT'S INSURANCE**

A. The Consultant 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 Consultant from claims which may arise out of or result from Consultant's operations whether such operations are performed by Consultant or by any Sub-Consultant 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
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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: <table border="0"> <tr> <td>\$1,000,000</td> <td>Each Claim or Occurrence</td> </tr> <tr> <td>\$2,000,000</td> <td>Aggregate</td> </tr> </table>	\$1,000,000	Each Claim or Occurrence	\$2,000,000	Aggregate
\$1,000,000	Each Claim or Occurrence				
\$2,000,000	Aggregate				
YES	PROFESSIONAL LIABILITY INSURANCE , with limits of liability not less than: <table border="0"> <tr> <td>\$2,000,000</td> <td>Each Claim</td> </tr> <tr> <td>\$2,000,000</td> <td>Aggregate</td> </tr> </table> METRO reserves the right, at its sole discretion, to provide such Professional Liability Insurance instead of Consultant. Such insurance shall provide coverage for the benefit of METRO, Consultant, and any Sub-Consultants performing work under this contract. If METRO elects to provide such coverage, Consultant 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 Consultant under this contract.	\$2,000,000	Each Claim	\$2,000,000	Aggregate
\$2,000,000	Each Claim				
\$2,000,000	Aggregate				
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 Consultant 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 Consultant.				

- 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 Consultant.
- NO CARGO/TRANSPORTATION INSURANCE. Consultant shall provide all-risk cargo/transportation insurance covering the legal liability of Consultant for loss or damage to any or all METRO property in the care, custody and control of Consultant. The limits of coverage shall be in an amount equal to or greater than the replacement cost of all such property and the coverage shall be primary.
- NO BAILEE OR WAREHOUSE INSURANCE – Consultant shall provide all-risk bailee or warehouse insurance w/limits equal to or greater than replacement value of METRO property in Consultants care, custody & control.

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 Consultant'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 Consultant'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. Consultant 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 Consultant under this agreement and/or the use of any and 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. Consultant shall require any and all Sub-Consultants performing work under this contract to carry insurance of the types and with limits of liability as Consultant shall deem appropriate and adequate for the work being performed. Consultant shall obtain and make available for inspection by METRO upon request current certificates of insurance evidencing insurance coverages carried by such Sub-Consultants.

INDEMNIFICATION AGREEMENT

A. CONSULTANT 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 CONSULTANT 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 SOLELY FROM A GROSS NEGLIGENT ACT OR WILLFUL BEHAVIOR 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 an identification badge to be furnished by METRO, containing their name and status as temporary.

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. 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.

F. 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.

G. Consultant shall replace the removed worker, at Consultant's expense, with a suitable replacement within twenty four (24) hours after immediately removing the violating employee.

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.

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

5 DISPUTES

The Consultant has elected the disputes resolution process below (marked X) with submittal of the disputes resolution form included in the 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. 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. Fires,
3. Floods,
4. Epidemics,
5. Quarantine restrictions,
6. Unusually severe weather,
7. 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. 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.

F. 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.

G. 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 DESIMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the performance of this Contract, without prior written consent of METRO's President & Chief Executive Officer. Two (2) copies of any material proposed to be published or distributed shall be submitted to the METRO President & Chief Executive Officer through the Contracting Officer.

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 there from.
- 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

- A. 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.
- B. Consultant shall be prohibited from entering into any assignment regarding funds owed under this Contract which would alter, negate, or lessen Consultant's obligations or duties to METRO under this Contract. In addition, METRO shall have final approval regarding any proposed assignment affecting Consultant's obligations under this Contract.

13 AUDIT AND AVAILABILITY OF RECORDS

- A. During the Contract term, METRO may audit, at its cost, Consultant's Products and Services, including invoices and METRO payment records associated with such orders. Such audits may be conducted only in accordance with the following:
1. The Consultant shall make available at its office, with fifteen (15) days prior written notice, the materials described above for examination and audit, until three (3) years after final payment under this Contract. Audits may be conducted as necessary to comply with State and Federal requirements, METRO's internal audit requirements and any audits based upon a reasonable belief of possible improprieties under the Contract;
 2. The parties will work together in good faith to establish an audit process that does not interfere with Consultant's ability to perform its obligations under this Contract or any other agreement, or compromise any reasonable security processes or procedures;
 3. Prior to conducting the audit, the auditor will sign a confidentiality agreement with Consultant;

4. Consultant will provide the auditor with information reasonably required to effect the audit as further defined in section B below; and
5. The auditor reports prepared in connection with the audits will not contain any confidential information of Contractor.

B. The Consultant agrees that METRO, the FTA, the Texas State Auditor's Office or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Consultant involving transactions related to this Contract or compliance with any clauses thereunder.

C. METRO shall have the right to examine Consultant's corporate list prices related to its Products and Services delivered under this Contract and time cards as they exist within HP's time keeping system for its Technical Consultants providing Services specific to this Contract and subcontractor quotations, orders, and invoices related to this contract and audit such documentation to validate pricing and Contractor performance.

D. If this Contract is completely or partially terminated, the records relating to the Services terminated shall be made available in accordance with Section A of this Article 22.

14 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.

15 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.

16 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.

17 CONTRACT ORDER OF PRECEDENCE

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

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

18 FORCE MAJEURE

A. To the extent that Consultant shall be wholly or partially prevented from its performance within the terms specified of any obligation or duty placed on Consultant by reason of or through riot, acts of war, acts of terrorism, insurrection, accident, by order of 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 may be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with METRO.

B. In the event Consultant seeks to characterize an event a "Force Majeure Event", Consultant shall have the obligation to immediately notify METRO at the time Consultant becomes aware of said Force Majeure event. Further, Consultant shall have the obligation to provide METRO with written notice upon the cessation of said Force Majeure event.

19 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.

20 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.

21 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.

22 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's approval. The 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.

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

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 X - 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 (16) dated October 1, 2009) 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 sub-recipients 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 proposal 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 4220.1F in effect at the time of this contract award, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The 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. Consultant must sign and submit the Debarment and Suspension Certification.

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. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- B. 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 proposal, 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.
- C. 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.
- D. 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).
- E. 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 XI - EXHIBITS**1 EXHIBIT "A", SCOPE OF SERVICES****INTRODUCTION**

Texas State Legislature authorized the creation of local transit authorities in 1973. In 1978, Houston-area voters created METRO and approved a one-cent (1%) Sales/Use Tax to support its operations. Communities that are part of the METRO service area include the cities of Houston, Bellaire, Bunker Hill Village, El Lago, Hedwig Village, Hilshire Village, Humble, Hunters Creek, Katy, Missouri City, Piney Point, Southside Place, Spring Valley, Taylor Lake Village and West University Place. Major portions of unincorporated Harris County are also included.

Recent studies by firms that provide revenue enhancement audit services have found that a number of Texas special taxing jurisdictions such as counties, cities, and special districts are not receiving the Sales/Use Tax revenue to which they are entitled under the Texas Limited Sales, Excise, and Use Tax Law (Tax Code Chapter 151 et seq.) due to point-of-sale and other types of reporting errors. The Metropolitan Transit Authority of Harris County (METRO) has decided to seek professional audit services to perform an initial review of transactions and Sales/Use Tax distributions by the Texas Comptroller of Public Accounts (TCPA) as well as provide ongoing audit services that will detect and correct taxpayer reporting errors. In addition, Consultants that perform these services should also be able to provide various sales tax statistical data that informs METRO's ongoing sales tax forecasting efforts.

EXECUTIVE PROJECT SUMMARY**1. Objectives**

The goals are to validate distributions by TCPA, ensure that the transactions and Sales/Use Tax component are reported correctly and the appropriation of Sales/Use Tax revenue is accurate, and to identify new transactions and Sales/Use Tax revenue that would not otherwise have been realized by detecting and documenting misallocations of Sales/Use Tax activity within the statute of limitations on recoverability.

2. Description

The successful Consultant shall be required to provide the services described below and as further detailed herein:

A. Sales/Use Tax Audit (SUTA) and Recovery Services

These services shall include, but not be limited to the following services, and as detailed further herein:

1. Identify and correct the Sales/Use Tax reporting errors of businesses that, based on the nexus of their activities, are not properly reporting to METRO.
2. Identify and correct the reporting of businesses that are improperly reporting tax to the State of Texas.
3. Detect, document, and correct Sales/Use Tax reporting errors/omissions and thereby generate new, previously unrealized revenue for METRO.
4. Ensure through comprehensive audit measures that the revenue information used for ongoing economic analysis includes all Sales/Use Tax generators.

B. Sales/Use Tax Analysis and Reporting Services (Optional)

The Consultant shall provide METRO a summary report that features a general analysis regarding statewide trends that may affect METRO's sales tax, plus a specific analysis of METRO's sales tax composition, changes, and performance. The report should include graphic illustration of the data and analysis and include a quarterly summary. The report should also include specialized reports that provide analysis of METRO's sales tax economic base and performance for the latest complete quarter and benchmark year.

These services shall include, but not be limited to the following services, and as detailed further herein:

1. Provide METRO with quarterly updated summary reports as described above.
2. Provide, to the extent permitted by the contract, direct computer access to the data that makes up the summary report.
3. Update quarterly METRO sales tax registration and allocation data from the TCPA.
4. Train authorized METRO staff to use the system that provides the data comprising the summary reports.

3. Duration of Contract

The proposer selected for this procurement will be authorized to perform work in accordance with the terms of METRO's DRAFT contract. Based upon satisfactory performance, availability of funds, and other factors, METRO may authorize Consultant to perform services under the contract for a total of up to five (5) years.

4. Payment

The selected Consultant will be paid by the following methods:

- A. **Sales/Use Tax Audit (SUTA) and Recovery Services** (see "Scope of Services") Consultant shall be compensated for these services on a firm commission percentage basis, as negotiated by METRO and the Consultant. The negotiated percentage or percentage(s) shall be a fixed percentage of the total amount of Sales/Use Tax identified and recovered by the Consultant on behalf of METRO. Such compensation shall be paid to the Consultant from the tax revenues recovered by the Consultant on METRO's behalf. Consultant shall invoice METRO for these services no more often than quarterly.
- B. **Sales/Use Tax Analysis and Reporting Services** (see "Scope of Services") Consultant shall be compensated for these services on a firm-fixed fee basis, as negotiated between METRO and the Consultant. Progress payments will be made on a *Net 30-Days* basis following receipt of invoices and based upon deliverables.

SCOPE OF SERVICES DETAILS

1. Project Description

A detailed Scope of Services of **required** services and products is included in section 1, "Scope of Services."

2. Project Schedule

The Consultant is to provide, as part of its proposal, a proposed project schedule detailing the following:

- A. Its proposed method and time for conducting the Sales/Use Tax Audit and Recovery Services as detailed in RFP Attachment 1, "Scope of Work," Section 1, "Sales/Use Tax (SUTA) Services".
- B. Its method and timeline for providing the Sales/Use Tax Analysis and Reporting Services as detailed in RFP Attachment 2, "Scope of Work," Section 2, "Sales/Use Tax Analysis and Reporting Services".

1. SALES/USE TAX AUDIT (SUTA) SERVICES

The Consultant's Sales/Use Tax Audit Service is designed to minimize the loss of Sales/Use Tax revenue—by detecting and documenting misallocations of Sales/Use Tax activity within the statute of limitations on recoverability.

In performing the Sales/Use Tax Audit program, Consultant shall be required to provide services including, but not limited to the following:

- A. Identify and correct the Sales/Use Tax reporting errors of businesses that based on the nexus of their activities are not properly reporting to METRO.
- B. Identify and correct the reporting of businesses that are improperly reporting tax to state and county pools.
- C. Detect, document, and correct Sales/Use Tax reporting errors/omissions and thereby generate new, previously unrealized revenue for METRO.
- D. Ensure through comprehensive audit measures that the revenue information used for ongoing economic analysis includes all Sales/Use Tax generators.

Prior to beginning the Sales/Use Tax audits, the Consultant will meet with designated METRO officials to review a number of matters including the service objectives and scope, work plan schedule, public relations, and logistics. The Consultant will also establish an appropriate liaison with METRO's coordinator and define logical checkpoints for reviewing the project's progress. Beyond normal contract administration activities, the Consultant's Sales/Use Tax audit service should require no time or effort on the part of METRO staff.

The Consultant's proposed Sales/Use Tax Allocation Audit Services for METRO should include four distinct types of audits. The nature of each audit is described below:

- 1. Taxable Nexus Field Audits
- 2. Permitization Audits

3. Deficiency Assessment Audits
4. Quarterly Distribution Report Audits

1. Taxable Nexus Field Audits

The Consultant shall conduct initial and periodic taxable nexus field audits, which shall include physical canvassing, database matching, and evaluation of Sales/Use Tax generating businesses located in the METRO region. In the absence of this undertaking, significant misallocations could remain undetected. The Consultant's field audits should focus on those businesses located in the METRO region from which METRO has not been receiving Sales/Use Tax revenue. The result should be new or 'found' revenue for METRO.

2. Permittization Audits

Wholesalers, contractors, processors, manufacturers, and other non-retail businesses may frequently fail to have a Sales/Use tax permit properly registered to METRO because their business operations do not include a point-of-sale qualifying activity. However, these companies will often generate local Sales/Use Tax from the Texas Comptroller of Public Accounts (TCPA) audit deficiency assessments, occasional sales (i.e., mergers and acquisitions), and self-accrual of use tax on purchases. The Consultant's field audits should facilitate the identification and correction of improperly registered permits for companies having point-of-sale operations in METRO's jurisdiction.

3. Deficiency Assessment Audits

When the TCPA audits taxpayers for Sales/Use Tax compliance, it is not uncommon for the taxpayer to receive a substantial deficiency assessment due to underpayments and/or under-collections. In many cases, the local allocation portion of the deficiency assessment is distributed in error to the state pool, county pools, or other jurisdictions. Accordingly, the Consultant should propose a method by which to detect and correct the TCPA deficiency assessment misallocations and thus expand the benefits produced by their allocation audit service.

4. Quarterly Distribution Report Audits

Every three months, METRO and the Consultant will receive a Detailed Confidentiality Report (DCR) from the TCPA with the local allocation amount reflected by permit number.

The Consultant shall perform DCR audits to detect and correct taxpayer reporting errors and thereby generate new, previously unrealized Sales/Use Tax revenue for METRO. The Consultant's DCR audits should focus on those accounts where the Consultant observes a substantial decline in the Sales/Use Tax revenue allocation for a particular business entity in a given quarter. In most cases, accounts showing zero balances have either relocated or simply reported late, in which case the payments will not be reflected until the next quarter's DCR. Therefore, six months may lapse before the DCR indicates whether a zero balance account can be attributed to a late payment or a misallocation.

DCR audits shall be conducted in a timely manner in order to preserve the opportunity for METRO to recover misallocated revenue. The Consultant shall conduct the DCR audit each and every quarter to minimize the potential of lost revenue to METRO.

SUTA Detection and Documentation

The Consultant shall represent METRO for purposes of examining the TCPA records pertaining to Sales/Use Tax for errors and omissions. The Consultant's procedures for detecting and documenting misallocations should generally meet the following process:

- A. Meet with designated METRO officials to review service objectives and scope, work plan schedule, public relations, and logistical matters.
- B. Review applicable provisions of METRO's taxing authority as adopted by METRO.
- C. Procure appropriate Sales/Use Tax permit records from the TCPA.
- D. Analyze sales tax distribution reports provided by the TCPA for five or more of the most recent consecutive quarters.
- E. Standardize and computerize data from METRO's quarterly sales tax distribution reports provided by the TCPA for previous quarters, the current quarter, and each future quarter that service is provided.
- F. Prepare an aggregated list of business entities on electronic media using any and all available and appropriate sources.
- G. Physically canvas major commercial/industrial areas within METRO's borders.
- H. Develop a target list of potential point of sale/use reporting errors/omissions.

- I. Contact personnel in sales, operations, and/or tax accounting at each target business to determine whether a point-of-sale/use reporting error exists. (Note: contacts shall be accomplished with the highest regard to discretion and professional conduct. The Consultant's allocation audits shall be conducted in a non-controversial, constructive public relations manner which emphasizes the importance of each business to METRO and the mutual benefits of correcting reporting errors.)
- J. Provide METRO and the TCPA reports addressing each taxpayer reporting error individually, including the business name, address, telephone number, Texas Sales/Use tax permit number, individuals contacted, date(s) of contact, nature of business, reason(s) for error, recommended corrective procedure, and, if available, estimated Sales/Use Tax revenue which should be forthcoming to METRO.
- K. The Consultant shall provide, when appropriate, suggested language for letters to be sent to the taxpayers and/or the TCPA from METRO (or from Consultant on behalf of METRO) urging cooperation in promptly correcting any distribution errors.
- L. Respond to findings by the TCPA with timely reconfirmation documentation in order to preserve METRO's original dates of knowledge.
- M. Receive and process registration control record information monthly.
- N. Receive and process sales tax distribution reports quarterly.
- O. Coordinate with the taxpayer and the TCPA to make the necessary corrections and collect eligible back quarter amounts.
- P. Monitor and analyze the quarterly distribution reports with an audit focus on the following:
 1. Accounts with previously reported point-of-sale/use distribution errors to ensure that the corrections are made for current quarters and all eligible back quarters.
 2. Major accounts comprising 90% or more of METRO's total sales tax revenue to identify any irregularities or unusual deviations from the normal pattern (e.g., negative fund transfers, significant decreases, unusual increases, etc.) and ensure that METRO is not receiving less revenue than it is entitled.
 3. Accounts receiving deficiency assessments to ensure that METRO receives its local allocation.

SUTA Detection Timing Considerations

For each misallocated account detected, the Consultant will coordinate with the business and the TCPA to make the necessary corrections, including any retroactive adjustments for eligible amounts of Sales/Use Tax improperly distributed in prior quarters. Typically, the Consultant will be required to coordinate and communicate between four parties: Sales/operations personnel at the taxpayer's local operation, tax personnel at the company's corporate headquarters, TCPA personnel, and in-state/out-of-state district offices. Correction of the account will be considered to be complete once the taxpayer is properly allocating the payments on the identified accounts to METRO, in the period in which the payment was made. As needed, the Consultant shall represent METRO before state officials, boards, commissions and committees for the purpose of correcting sales tax distribution errors that have deprived METRO of the revenue to which it is entitled.

Timing

The Consultant shall commence auditing the Sales/Use Tax and preparing the sales tax query system within 30 working days of receipt of a fully executed contract and confidentiality resolution designating the Consultant as authorized by METRO to examine Sales/Use Tax records on its behalf.

Confidentiality Provisions

The Consultant shall uphold the following confidentiality provisions while it is under contract with METRO:

- A. The Consultant will be authorized to examine any TCPA Sales/Use Tax records provided to METRO, pursuant to Section 322.3022 of the Tax Code became effective in September 1, 2009.
- B. The Consultant will be required to disclose information contained in or derived from those Sales/Use Tax records only to an officer or employee of METRO who is authorized to examine the information.
- C. The Consultant will be prohibited from performing consulting services for a retailer during the term of the contract.
- D. The Consultant will be prohibited from retaining the information contained in or derived from those Sales/Use Tax records after the contract has expired.

- E. The Consultant's and METRO's obligations, with respect to confidentiality of taxpayer data pursuant to Section 322.3022 of the Tax Code shall continue indefinitely.

In order for the Consultant to receive the TCPA sales tax data pursuant to the contract, METRO shall cause to be adopted a resolution setting forth METRO's authority for the Consultant to act on its behalf for transmittal to the TCPA.

Proposers are to include in their proposal package sample work products that detail the above specified services in this section.

2. SALES/USE TAX ANALYSIS & REPORTING SERVICES (OPTIONAL)

METRO desires that the Consultant provide a summary report that features a general analysis regarding statewide trends that may affect METRO's sales tax, plus a specific analysis of METRO's sales tax composition, changes, and performance. The report should include graphic illustration of the data and analysis and include a quarterly summary. The report should also include specialized reports that provide analysis of METRO's sales tax economic base and performance for the latest complete quarter and benchmark year.

Timing & Reports

The Consultant shall be required to:

- A. Provide METRO with quarterly updated summary reports as described above.
- B. Provide, to the extent permitted by the Contract, direct computer access to the data that makes up the summary report.
- C. Update quarterly METRO sales tax registration and allocation data from the TCPA.
- D. Train authorized METRO staff in the use of the system that provides the data comprising the summary reports.

Quarterly Summary Reports

The Consultant will provide METRO with quarterly, updated reports, including accounts from which METRO receives sales tax revenue. The reports should incorporate a number of areas of analysis, including but not necessarily limited to:

- A. *Allocation Summary* - Reconciles TCPA advances, cleanup payments, and pool allocations with budget projections to assist METRO with revenue forecasting and receipt monitoring.
- B. *Cash Analysis* - Quarterly aberrations due to TCPA audits, fund transfers, and other causes are also identified and analyzed for budget planning and revenue forecasting purposes.
- C. *Top 100 Five-Year* - Historical performance of the top 100 accounts comparing current benchmark year ranking and sales tax produced with that of prior years.
- D. *Top 100 Detail* - Sales tax performance of METRO's top 100 sales tax accounts is shown in order of sales tax produced with the results for the most recent five quarters prominently displayed. The proportion of METRO sales tax produced is also shown by each account.
- E. *Economic Category Performance* - An analysis of the changes that occurred by economic category and segment with the specific businesses responsible for the significant changes delineated.
- F. *Significant Change Analysis* - A report reflecting magnitude of change, indicating which key businesses grew or declined, measured in absolute dollars and percentages.
- G. *Business Code Classification* - A report showing the various business codes assigned by the TCPA and the accounts assigned those codes in order of sales tax produced. Five quarters of sales tax data should be shown for each significant account.
- H. *Historical Economic Composition* - Data should be summarized by economic category and segment by quarters and benchmark years. Percentage of total sales tax generated by each category and segment should also be shown to indicate trends in sales tax composition as well as performance.
- I. *Geo-Area Reports* - Tracking of sales tax performance within designated areas of the METRO region, such as key shopping centers, business parks, and downtown /business districts. Charts and printed reports should be included for each geo-area.

Software

Consultant shall provide and install, at no additional cost to METRO, all necessary software programs and software training needed by METRO to conduct ad-hoc data queries by METRO, and each quarter Consultant shall provide METRO with updated information from TCPA on CD-ROM. The data shall be provided in an encrypted format allowing METRO to export sales tax information from the query system in a Microsoft Access-compatible format. The provided software shall include, at no additional cost to METRO, all necessary licenses authorizing METRO's use of such software.

The software shall enable METRO staff to analyze the contribution of Sales/Use Tax revenue from each taxpayer on an individual, grouped or sorted-order basis by business name, business type, permit number, size ranking, street address, development, shopping center, or other geographic area. METRO should be able to create reports by any year (i.e., calendar, fiscal, benchmark) or for any particular quarter, for all periods stored in the historical database.

The software shall be delivered and installed within the number of working days specified in the contract. Subsequent quarterly data updates and reports shall be delivered to METRO within 30 days following receipt of the Detailed Confidentiality Reports (DCR) from the TCPA.

Source code and data developed with METRO funds to prepare models or reports on behalf of METRO shall be owned by METRO.

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)

3 EXHIBIT "C" CERTIFICATION OF RESTRICTIONS ON LOBBYING

See Section II, Certification of Restrictions On Lobbying.

4 EXHIBIT "D" DEBARMENT AND SUSPENSION FORM

See Section II, Forms for Proposing.