

A RESOLUTION

AUTHORIZING AN AMENDMENT TO THE BID PROCEDURES AND PROCEDURES FOR REQUESTS FOR PROFESSIONAL SERVICES.

WHEREAS, the Metro Board adopted the Bidding and Procurement Procedures by Motion No. 79-53; and

WHEREAS, the Metro Board adopted the Requests for Proposals Procedures by Motion No. 79-54; and

WHEREAS, the Metro Board amended the Bidding and Procurement Procedures by Motion No. 79-198; and

WHEREAS, a routine purchase of bus parts procedure was adopted by Resolution No. 79-141 and Motion No. 79-224; and

WHEREAS, the Bid Procedures and Procedures for Requests for Professional Services need to be amended to provide more flexibility and in order to expedite procurements and construction projects and to clarify certain provisions thereof.


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Bid Procedures and Procedures for Requests for Professional Services amended as attached be adopted by the Metro Board; provided, however, that the routine purchase of bus parts procedure adopted by Resolution No. 79-141 and Motion No. 79-224 and amended by Resolution No. 80-54 and Motion No. 80-63 remains in full force and effect, and may be used in addition to the Bid Procedures in the attachent.

Section 2: This resolution shall be effective immediately upon its passage.

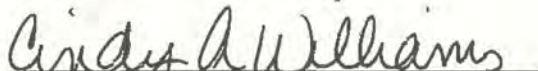
PASSED this 9th day of April, 1980.

APPROVED this 9th day of April, 1980.

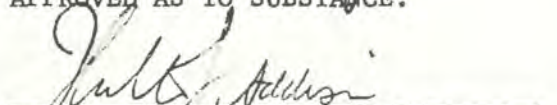


Daniel C. Arnold, Chairman of the Board

ATTEST:




~~Ninfa Laugenzo, Secretary~~
~~Assistant Secretary~~
APPROVED AS TO SUBSTANCE:



Walter Addison, Executive Director

APPROVED AS TO FORM:



Legal Counsel

METROPOLITAN TRANSIT AUTHORITY
of Harris County, Texas.

COMPETITIVE BIDDING PROCEDURES

I. STATUTORY REQUIREMENTS:

The MTA's enabling legislation contains the following language in regard to competitive bidding requirements for the MTA:

Section 14. CONTRACTS FOR CONSTRUCTION, GOODS, OR SERVICES

- (a) Contracts for more than \$5,000 for the construction of improvements or the purchase of material, machinery, equipment, supplies and all other property except real property, shall be let on competitive bids after notice published once a week for two consecutive weeks, the first publication to be at least fifteen (15) days before the date fixed for receiving bids, in a newspaper of general circulation in the area in which the authority is located. The board may adopt rules governing the taking of bids and the awarding of such contracts and providing for the waiver of this requirement in the event of emergency. This subsection does not apply to personal and professional services or to the acquisition of existing transit systems.

II. POLICY:

A) All procurement transactions without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition. MTA personnel must at all times be alert to organizational conflicts of interest and non-competitive practices among contractors which may restrict or eliminate competition or otherwise restrain trade.

B) Invitations for bids shall be based upon a clear and accurate description of the technical requirements for the material or product to be procured. Such descriptions shall not, in competitive procurements, contain features which unduly restrict competition. "Brand name or equal" descriptions may be used as a means to define the performance or other salient requirements, and when so used, the specific features of the named brand which must be met by offerers should be clearly specified.

C) Positive efforts shall be made to utilize small business and minority-owned business sources. The MTA MBE requirements and affirmative action policies shall be developed by the MTA Affirmative Action Director substantially as set forth in Appendix I.

The MTA's goal for MBE participation is for each project to contain not less than a twenty percent (20%) participation by qualified minority minority business enterprise, except in instances where best efforts are applicable.

D) The "Cost-plus-a-percentage-of-Cost" method of contracting shall not be used.

E) Procurements may be negotiated and not be subject to these competitive bidding procedures in the following circumstances:

1. An emergency exists which will not permit the delay incidental to advertising. Determination of an emergency status and approval for an emergency procurement shall be made by the Executive Director or his designee following receipt of a written justification statement from the department originating the procurement.

2. The material to be procured is available from only one known source. Determination of a sole source status and approval for a sole source procurement shall be made by the MTA Board, following receipt of a written justification statement from the department originating the procurement.

3. No bids have been received by the MTA after appropriate advertising.

The written justification statements for procurements made under the above provisions for emergency procurements shall be presented to the MTA Board at its next regularly scheduled meeting following such procurements.

F) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance and financial and technical resources or accessibility to other necessary resources.

G) A contract administration system shall be maintained to assure contractor performance with terms, conditions and specifications of the contract. The Contracts Administration Department shall furnish a monthly statement to the MTA Board to include the following information:

1. Description of contracts awarded in the preceding month, including parties to contract, items procured, contract sum and percentage of MBE involvement;

2. Description of work orders issued in the preceding month under outstanding contracts including dollar limit for payment under such work orders; and

3. Description of change orders issued in the preceding month including an estimate of any change to the contract sum resulting from the issuance of such change orders.

H) The MTA shall include, in addition to provisions to define a sound and complete agreement, the following provisions in its contracts (except in federally funded contracts as these provisions may be modified by future changes in Attachment O to Circular A-102 of the U. S. Office of Management and Budget).

1. Provisions or conditions which will allow for administrative contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions as may be appropriate.

2. All contracts, amounts for which are in excess of \$10,000, shall contain suitable provision for termination by the MTA, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default, as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

3. All contracts awarded by the MTA having a value of more than \$10,000, shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

4. All federally funded contracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick-Back" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

5. All construction contracts awarded in excess of \$2,000, when required by federal grant program legislation, shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) and as supplemented by Department of Labor Regulations (29 CFR Part 5). In addition to paying hourly wages of not less than the minimum wage, contractors shall be required to pay wages not less than once a week. The MTA shall place a copy of its current prevailing wage determination in each solicitation and the award of the contract shall be conditioned upon the acceptance of the wage determination.

6. All federally-funded contracts awarded in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers, shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). (Section 103 - 8-hr: std. weekday - 40 hrs. per week and 1-1/2 times the basic pay for all hours worked in excess of 8 hrs. in any calendar day or 40 hours in the work week). (Section 107 - Working conditions must be sanitary, not hazardous or dangerous to the health or safety of the worker). These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

7. All federally-funded contracts of amounts in excess of \$100,000 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders or regulations issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15), and reporting requirements for violations.

8. All federally-funded contracts shall include notice of the requirements and regulations pertaining to reporting and patent rights under any contract involving research, developmental, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under the contract, and requirements and regulations pertaining to copyrights and rights in data.

9. Appropriate provisions for access to any books, documents, papers, and records directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions in negotiated contracts, except these provisions are not required in negotiated contracts for not more than \$10,000, and such records shall be required to be maintained for three years following final payment or all other pending matters are closed, whichever is later.

10. All federally funded contracts, and other contracts where required by law, shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

I) The MTA shall report to the proper regulatory agencies or authorities any violations which came to the MTA's attention, of contract items (3) (4) (5) (6) (7) (8) (9) and (10).

J) MTA employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors.

K) (1) For all construction contracts awarded which exceed \$25,000, the contractor shall be required to furnish to the MTA both a payment and performance bond in the amount of 100% of the contract sum.

(2) For all construction contracts awarded for \$25,000 or less, the MTA shall not require the contractor to furnish either a payment or a performance bond.

(3) Except as above-stated, the MTA may require payment and performance bonds to be furnished by contractors in the discretion of the Executive Director or his designee.

L) (1) For all federally-funded construction contracts which exceed \$100,000, the MTA shall require all bidders to furnish a forfeitable bid deposit in the amount of 5% of the amount bid or to furnish a bid bond in the amount of 5% of the amount bid.

(2) Except as above-stated, the MTA may require a bid deposit or bid bond in the discretion of the Executive Director or his designee.

M) The operating budget and capital expenditure budget, once

approved by the MTA Board, permit the Executive Director or his written designee to perform the following action:

- (1) Projects or procurements of \$100,000 or less--
 - a. No further Board action is required to solicit bids or award the contract if the lowest responsive bid equals or is below the approved budget amount.
 - b. If the lowest responsive bid exceeds the budgeted amount, then the award must be approved by the MTA Board and the budget amended.
- (2) Projects or procurements in excess of \$100,000--
 - a. MTA staff, without further Board action, can seek bids.
 - b. Authorization of the MTA Board is necessary prior to contract award.

N) A contract will not be awarded to any vendor that is on the United States Comptroller General's List of Ineligible Contractors. Each bidder must submit with his bid a certification confirming that the bidder is not on the ineligible contractor list.

III. PROCEDURE:

A. Invitations for bids will be made as follows:

1. The minimum bid period for nonfederally-funded procurements shall be fifteen (15) days. The minimum bid periods for federally-funded procurements shall be as follows, unless UMTA's minimum bidding requirements are amended in which event such new minimum bidding requirements shall be substituted for those herein: Twenty (20) days when procuring standard commercial articles and thirty (30) days when procuring other than standard commercial articles. However, the minimum bid periods for federally-funded procurements may be shortened (but in no instance to less than fifteen (15) days) by the Executive Director, or his designee, following receipt of a written statement of justification from the originating department.

Advertisements will be placed in the following local newspapers at a minimum and at a frequency of not less than once a week for two (2) consecutive weeks before the date fixed for receiving bids:

- a) The Houston Chronicle or The Houston Post and/or a national publication when appropriate.
 - b) And a newspaper or newspapers serving the minority community, to include one bilingual publication and one publication oriented to the black minority community.
2. Bid invitations, when potential majority and minority bidders are known, shall be solicited by mail.
3. A copy of the invitation to bid shall be posted in the MTA office for public inspection, with instructions on who should be contacted for a bid package.
- B. All contracts which are expected to exceed \$25,000 in dollar value, require a pre-bid conference to be held for the purpose of explaining the specifications, the MBE requirements and to answer any questions potential bidders may have regarding the project.
- C. All bids in excess of \$25,000 will be submitted in two parts:
 1. Sealed bids in response to the MTA project or procurement requirements.
 2. Response to efforts made by the bidder to fulfill the MTA's MBE requirements. The response shall be labeled "MBE Requirements". Bidders may be required to include within the "MBE" package, in the discretion of the Executive Director or his designee, a statement of qualifications which will be reviewed as to the Bidder's technical ability to successfully perform. A bidder may be rejected on qualifications grounds as unresponsive.
- D. The Executive Director or his designee shall review the bidder's response to the MTA's MBE requirements and qualify each bidder in accordance with his efforts to achieve the MBE standard. Those bidders, who have not complied, after review and approval by the Executive Director or his designee will be disqualified as unresponsive.
- E. Bids will be opened in public at the time and place stated in the invitation to bid.

- F. A tabulation of all bids received shall be posted for public inspection or made available for inspection to anyone interested.
- G. The Executive Director or his designee has the authority to reject any or all bids, or part of any or all bids, when the public interest will be served thereby. However, bidders have the right to qualify their bid on an "all or none" basis.
- H. Contracts will be awarded by the Executive Director or his designee, except that Contracts in excess of \$100,000 or those in excess of the budgeted amount will be submitted to the MTA Board for award.
- I. Contracts shall be awarded to the lowest responsive and responsible bidder. In determining the "lowest responsive and responsible bidder", in addition to price, the MTA shall consider:
 - 1. The ability, capacity and skill of the bidder to perform the contract.
 - 2. Whether the bidder can complete the project within the time specified without undue delay or interference.
 - 3. The character, integrity, reputation, judgement, experience and efficiency of the bidder.
 - 4. The quality of performance under previous contracts involving similar work.
 - 5. The sufficiency of the bidder's financial resources and ability to perform the contract.
 - 6. The ability of the bidder to fulfill warranty obligations after completion of the project and to provide continued maintenance after completion of the project if applicable.
 - 7. The extent to which the bidder has made attempts to comply with the MTA MBE/EEO requirements.
- J. If all bids received are for the same total amount or unit price, quality and service being equal, the tie bid shall be awarded by drawing lots at a meeting of the MTA Board.
- K. In the discretion of the Executive Director or his designee, the MTA may retain a 10% hold-back, payable upon satisfactory completion of a project on all contracts.
- L. Purchases of \$5,000 or less do not require formal competitive bidding; however, the MTA Purchasing Department will obtain price quotations for all items that exceed a unit cost of \$500 and will

purchase from the supplier quoting the lowest unit price.

- M. Any amendment of the MTA Competitive Bidding Procedures shall require MTA Board action.

A P P E N D I X I

MINORITY BUSINESS ENTERPRISE AND EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

NOTICE: To be eligible for award of the contract, each bidder must fully comply with the requirements, terms, and conditions of this section.

1. The minimum goal established for minority business enterprise participation in this project, through either subcontracting or entering into a joint venture with minority business enterprise(s), is a goal of twenty percent (20%) of the total dollar value of the contract awarded for this project.
2. The term "minority business enterprise" means a business which is -- owned and controlled by one or more minority persons. For the purpose of this definition: (1) "Minority person" means an individual who is black, Hispanic, Asian American, American Indian, Alaskan native, or a woman, regardless of race or ethnicity. (2) "Owned and controlled" means a business which is: (a) a sole proprietorship legitimately owned by an individual who is a minority person, (b) a partnership or joint venture controlled by minority persons and in which at least fifty-one percent (51%) of the beneficial ownership interests legitimately are held by minority persons, or, (c) a corporation or other entity controlled by minority persons, and in which at least fifty-one percent (51%) of the voting interests and fifty-one percent (51%) of the beneficial ownership interests legitimately are held by minority persons.

3. A bidder who fails or refuses to complete and return this appendix shall not be deemed a responsive bidder and will not be awarded the contract. Where a bidder intends to attain its goals for minority business enterprise participation by use of a joint venture, evidence of its arrangements for sharing contract proceeds will be furnished to the Metropolitan Transit Authority, hereinafter referred to as the MTA, prior to the award of a contract. In no case, shall there be any negotiation over the provisions of the appendix as submitted by the bidder after opening of the bids.
4. The amount of minority participation will be determined by the dollar value of the work subcontracted to minority business enterprise firm(s) as compared to the total value of all work performed under this contract and/or by the percentage of the project costs which the parties agree will be shared by a minority business enterprise firm where a joint venture is entered into for the rendering of services, procurements or construction of the project.²
5. The contractor's goals, as set forth in this appendix, shall express the contractor's commitment to the percentage of minority business enterprise utilization during the term of this contract. The contractor shall be deemed to have met its commitment for minority business enterprise utilization if the minority business enterprise utilization rate of the contractor meets the goal established by this appendix. Price alone is not an acceptable basis for rejecting MBE bids unless it is determined that no reasonable price can be obtained from an MBE.
6. The contractor must receive the approval of the Executive Director or his designee before making substitutions for any subcontractor listed in this appendix.

7. The contractor's commitment to a specific minority business enterprise utilization goal is to meet the minority business enterprise objectives, and is not intended and shall not be used to discriminate against any qualified company or group of companies. Nothing in this appendix shall be construed to require the utilization of any minority business enterprise which is either unqualified or unavailable.
8. Each bidder, except as indicated below, as part of its proposal for a contract shall submit the following documentation. Designated forms are included in this appendix.
 - (a) "Schedule of MBE Participation" listing all minority business enterprises that will participate as subcontractors or joint venturers in a contract resulting from this proposal. (Attachment A - Page I-9)
 - (b) "Letter of Intent to Perform as a Subcontractor" from each minority business enterprise listed on the "Schedule of MBE Participation". (Attachment B - Page I-10)
 - (c) Each minority business enterprise listed in the "Schedule of MBE Participation" shall submit the "MBE Contractor Identification Statement". Submission of this statement is waived for minority business enterprises certified on the MTA's MBE Registry. (Attachment C - Page I-11)
 - (d) Each minority business enterprise listed in the "Schedule of MBE Participation" shall submit the Affidavit of Minority Business Enterprise" to the MTA's MBE manager or his designee for review prior to submission of the bid or proposal. Submission of this affidavit is waived for minority business enterprises

certified in the MTA's MBE Registry. (Attachment 0 - Pages I-12 through I-16)

- (e) Minority-Nonminority Joint Venture Proposers shall submit:
 - a) Name, address, and principal official of each MBE in the joint venture; and
 - b) A copy of the joint venture agreement prior to contract award.
- (f) "Equal Employment Opportunity Statement".
- (g) Designation of a certain person who has been charged by the bidder with the responsibility for carrying out and reporting the bidder's compliance with its plan of affirmative action.

9. Procedure for Grant of Relief from MBE Utilization Goal

The bidder's commitment to a specific goal for minority business enterprise utilization as required by this appendix shall constitute a commitment to make every good faith effort to meet such goal by subcontracting to or undertaking to joint venture with minority business enterprise firms. If the bidder fails to meet the goal, it will carry the burden of furnishing sufficient documentation as part of proposal response of its good faith effort to justify a grant of relief from the goals set forth in this appendix. Such justification will take the form of a detailed report which will include at least the following information:

- (a) Names, addresses, and telephone numbers of minority businesses who were contacted;
- (b) Descriptions of data provided to the minority firms or plans and specifications for portions of the work to be performed;

- (c) Reasons that additional prospective agreements with MBE's, if needed to meet the goal, were not reached;
- (d) Description of efforts made to select portions of the work proposed to be performed by MBE's in order to increase the likelihood of achieving the goal;
- (e) Reasons that the proposer considers MBE's that were contacted to be unqualified; and
- (f) An "Unavailability Certificate" signed by each MBE or a statement that each MBE refused to give such certification after reasonable request if the bidder considers a minority firm that was contacted to be unavailable. (Attachment E - Page I-17)

10. The MTA, through its Minority Business Enterprise Manager, or his designee, shall review the contractor's minority business enterprise involvement efforts during performance of this contract. Such review will include, but not be limited to, contractor's monthly statement of payments from the MTA and what portion of said payments went to the minority business enterprise(s) as evidenced by affirmation of the minority business enterprise(s) which the contractor hereby agrees to make available at the request of the Executive Director or his designee. If the contractor meets its goal or if the contractor demonstrates that every reasonable effort has been made to meet its goal, the contractor shall be presumed to be in compliance. Where the Minority Business Enterprise Manager or his designee finds that the contractor has failed to comply with the requirements of this Appendix, he will inform the Affirmative Action Director, or his designee, who will in turn notify the Executive Director, or

his designee, and shall immediately notify the contractor to take corrective action. If the contractor fails or refuses to comply promptly, then with the approval of the MTA Board, an order stopping all or part of the work will be issued and remain in effect until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made subject of claim for extension of time or for excess costs or damages by the contractor. When the MTA proceeds with such formal action, it has the burden of proving that the contractor has not met the good faith requirements of the Appendix. Where the contractor is found to have failed to exert every good faith effort to involve minority business enterprise in the work provided, the MTA may declare that the contractor is ineligible to receive further MTA funds, whether as a contractor, subcontractor, or as a consultant.

11. All contractors and subcontractors will keep records and documents during performance of the contract to indicate compliance with this Appendix. These records and documents, or copies thereof, will be made available at reasonable times and places to an authorized representative of the MTA and will be submitted to the Executive Director, or his designee, upon request, together with any other compliance information which such representative may require. Where required, the contractor will keep records and documents for three (3) years following performance of a contract to indicate compliance with this Appendix.
12. Bidders and contractors are bound by all the requirements, terms and conditions of this Appendix.

13. Nothing in this Appendix shall be interpreted to diminish present contract compliance review procedures.
-

¹Transit vehicle manufacturers are exempt from the requirements, terms, and conditions of this Appendix, but must, as a condition for bidding, show evidence of an UMTA-approved MBE program.

²The degree of goal attainment by minority-majority joint ventures and minority contractors will be calculated as follows:

A joint venture consisting of minority and majority business enterprises, functioning as a prime contractor, will be credited with minority participation on the basis of percentage of contract proceeds to accrue to the MBE. For example, if a majority-minority joint venture receives the award for a project bid at \$500,000 and 50% of the proceeds are to accrue to the minority partner in the joint venture, minority participation will be credited as 50% of the work or \$250,000.

MBE contractors will be credited with minority participation for that portion of the contract which they perform and that portion subcontracted to minority firms. For example, if an MBE contractor proposes to perform 50% of a project quoted at \$500,000 and subcontracts 25% to a majority firm and 25% to a minority firm, minority participation will be credited as 75% or \$375,000.

SWORN STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY

The undersigned, being first duly sworn, on oath states on behalf of the Bidder as follows:

A. Bidder has given or will, prior to the commencement of work, give notice to his supervisors and other employees and subcontractors of the affirmative action plan to be undertaken pursuant to Part D of this sworn statement and the "Federal Nondiscrimination Provisions" included in this Appendix.

B. Bidder hereby designates:

(Name)

(Title)

as the person who has been charged with the responsibility for securing compliance with and reporting progress on the affirmative actions taken.

C. Bidder will cooperate fully with the Metropolitan Transit Authority's Affirmative Action Office while making every effort to comply with the affirmative action requirements set forth in this sworn statement and in the Metropolitan Transit Authority's Affirmative Action Plan. The Affirmative Action Office will be kept fully informed in writing of all the Bidder's affirmative actions taken during the contract's term and of any setbacks by unions or others to cooperate with the contractor's affirmative action plan.

D. Bidder will ensure that equal opportunity of employment for minorities and women results during the term of this contract by taking the following affirmative actions:

1. Take all possible measures to maintain at all levels of the workforce and management, minority and female employment ratios comparable to local labor force participation rates for specific job categories.

2. Notify organizations that are active in equal employment opportunities of positions available, in writing, and send a copy to the Metropolitan Transit Authority's Minority Business Enterprise Manager. A list of such organizations is available from the MTA Affirmative Action Office.

3. Make continuing recruitment efforts with organizations, schools, and/or training organizations concerned with employment of minorities and women.

4. Notify present employees of new positions and vacancies and encourage them to recruit minorities and women for those positions.

5. Provide on-the-job training opportunities to all minority and female job applicants who can, with such training, become satisfactory employees.

6. Include in all solicitations or advertisements for employees placed by or on behalf of the contractor a statement that said Contractor is an "Equal Opportunity Employer".

7. Where feasible, provide equal employment opportunity for after-school and summer employment for minority and female youth.

8. Send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract, a notice setting forth the contractor's commitments under this provision, and post copies of such notice in conspicuous places available to applicants for employment.

9. If awarded a contract, the contractor will provide as requested by the Authority, workforce utilization reports specifying race and sex information on all personnel on this project, including subcontractor's personnel.

(Bidder/Proposer)

(Company Name)

Phone Number _____

Company Address _____

By _____
(Name)

(Title)

Subscribed and sworn to before me this _____ day of _____,
19____. Notary Public in and for the State of _____
_____ residing at _____

Notary Public

SEAL

MINORITY CONTRACTOR IDENTIFICATION STATEMENT

I HEREBY DECLARE AND AFFIRM THAT I AM THE _____
_____ and duly authorized represen-
(Title)
tative of (the firm of) _____
_____ (Name of
_____ whose address is _____
corporation)

I hereby declare and affirm that I am a minority business enterprise as defined by the Metropolitan Transit Authority and that I will provide information requested by the Metropolitan Transit Authority to document this fact.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE ABOVE FIRM, TO DOCUMENT THIS AFFIDAVIT.

(Affiant)

(Date)

State Of _____:

County (City) Of: _____:

On this _____ day of _____, 19____, before me, _____, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public)

(Seal)

My Commission Expires _____
(Date)

STATE OF _____:

COUNTY OF _____:

AFFIDAVIT OF MINORITY BUSINESS ENTERPRISE:

_____, being first duly sworn, according to law, deposes and says:

1. That he is the _____ (title) _____ of _____ (firm) _____ and is duly authorized by said firm to execute and deliver this affidavit to the Metropolitan Transit Authority.

2. That said firm is a _____ (sole proprietorship, corp., etc) _____ engaged in the _____ (kind) _____ business with its principal office located _____; telephone number _____, and has been engaged in said business since _____.

3. That the names and addresses of the owners, stockholders, officers and directors of said firm, their minority status, their qualifications, responsibilities, authority in operating the business and their respective interests are: (if 20 or more owners and stockholders, list only those holding 5% or more interest)

4. That the name and address of the parent owners of

said firm is (if none, state none):

5. That the names and addresses of the owners, stockholders, officers, and directors of said parent owner are: (if 20 or more stockholders or owners, list only the names and addresses of those holding 5% or more interest):

6. That the attached "Exhibits A-1; 2, etc." are true copies of its (articles of incorporation, etc.) and necessary licenses for it to do business within the territorial boundaries of the Metropolitan Transit Authority.

7. That the attached "Exhibits B-1; 2, etc." are true copies of its latest balance sheets and operating statements.

8. That the following is a list of all stock options or other options that are outstanding, and any liens between owners or between owner and third parties relevant to their business activity: (if none, state none):

9. That the following persons are the individuals who decide what jobs the firm will take. (List the name and title of the individuals.)

10. That the following persons are the individuals who obtain, negotiate, and sign the bonds and insurance:

11. That their bonding limit is _____.

12. That the name of the bonding company is _____

_____ and the sources of letters of credit are _____, and _____.

13. That their trade references are _____

_____, _____, and _____.

14. That their previous certifications as an MBE are _____

_____, _____, and _____.

That their previous denials of certification as an MBE are _____, _____, and _____.

15. That the percentage of work to be performed by their own forces and trades is _____.

16. That the type and equipment owned are: _____

STATE OF _____;

COUNTY OF _____;

On this _____ day of _____, 19____, before
me _____, the undersigned of-
ficer, personally appeared _____, known
to me to be the person described in the foregoing Affidavit
and acknowledged that he executed the same in the capacity
therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official
seal.

(Notary Public)

My commission expires _____

SEAL

WBE UNAVAILABILITY CERTIFICATE

I, _____, of _____ (title) _____

_____, certify that on _____ (name of general bidder)

_____, I contacted the following minority contractor _____ (date)
for to obtain a bid for work items to be performed on Authority Contract No. _____.

| | | |
|---------------------|-------------------|--|
| Minority Contractor | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials and Labor, Labor Only, etc.) |
|---------------------|-------------------|--|

To the best of my knowledge and belief, said minority contractor was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid, for the following reason(s):

Signature: _____

Date: _____

_____ was offered an opportunity
(Name of minority contractor)

to bid on the above-identified work on _____ (date)

by _____ (source)

The above statement is a true and accurate account of why I did not submit a bid on this project.

(Signature of Minority Contractor)

(Title)

REQUIRED FEDERAL NONDISCRIMINATION PROVISIONS

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees, and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

advising said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 and of the rule, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 and the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations, and orders..
6. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order, of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX III

BIDDER'S CERTIFICATION
REGARDING
INELIGIBLE CONTRACTORS

The _____
hereby certifies that it is not included on the
U. S. Comptroller General's Consolidated List of
persons or firms currently debarred for violations
of various public contracts incorporating Labor
Standards Provisions.

BY: _____

TITLE: _____

DATED: _____

METROPOLITAN TRANSIT AUTHORITY
of Harris County, Texas

PROCEDURES FOR THE PROCUREMENT OF
PROFESSIONAL, PERSONAL AND NON-PERSONAL SERVICES

I. STATUTORY REQUIREMENTS:

A. Section 14, Part (b) of the MTA's enabling legislation is as follows:

(b) "The board of an authority may not let a contract (1) that is not subject to competitive bidding requirements, (2) that is for more than \$10,000 and (3) that is for the purchase of real property or for consulting or professional services, unless an announcement that a contract is being considered is posted in a prominent place in the principal office of the authority for at least two weeks before the contract is awarded. This subsection does not apply to the acquisition of existing transit systems."

B. The Texas Professional Services Procurement Act is as follows:

"Art. 664--4. Professional Services Procurement Act

Section 1. This Act shall be known and may be cited as the 'Professional Services Procurement Act.'

Section 2. For purposes of this Act the term 'professional services' shall mean those within the scope of the practice of accounting, architecture, optometry, medicine or professional engineering as defined by the laws of the State of Texas or those performed by any licensed architect, optometrist, physician, surgeon, certified public accountant or professional engineer in connection with his professional employment or practice.

Section 3. No state agency, political subdivision, county, municipality, district, authority or publicly-owned utility of the State of Texas shall make any contract for, or engage the professional services of, any licensed physician, optometrist, surgeon, architect, certified public accountant or registered engineer, or any group or association thereof, selected on the basis of competitive bids submitted for such contract or for such services to be performed, but shall select and award such contracts and engage such services on the basis of demonstrated competence and qualifications for the type of professional services to be performed and at fair and reasonable prices, as long as professional fees are consistent and not higher than the published recommended practices and fees of the various applicable professional associations and do not exceed the maximum provided by any state law.

Section 4. Any and all such contracts, agreements or arrangements for professional services negotiated, made or entered into, directly or indirectly, by any agency or department of the State of Texas, county, municipality, political subdivision, district, authority or publicly-owned utility in any way in violation of the provisions of this Act or any part thereof are hereby declared to be void as contrary to the public policy of this State and shall not be given effect or enforced by any Court of this State or by any of its public officers or employees. Acts 1971, 62nd Leg., p. 72, ch. 38, eff. March 30, 1971.

II. DEFINITIONS:

For the purposes of these Procedures for the Procurement of Professional, Personal and Non-Personal Services:

"Professional Services" means those services within the scope of the practice of accounting, architecture, optometry, medicine or professional engineering as defined by the laws of the state of Texas or those performed by any licensed architect, optometrist, physician, surgeon, certified public accountant or professional engineer in connection with his professional employment in practice."

"Personal Services" means those services performed by an individual or firm possessing special expertise or knowledge of a particular subject or field in a capacity as a consultant, advisor or informer to the MTA in regard to the subject or field of its special expertise or knowledge.

"Non-Personal Services" means all other services performed for the MTA (except for legal services as excluded below).

Services performed within the scope of the practice of law as defined by the laws of the State of Texas or those performed by any licensed attorney in connection with his professional employment or practice are expressly exempted from these Procedures for the Procurement of Professional, Personal and Non-Personal Services.

III. POLICY:

A) The solicitation and selection of qualified firms through the issuance of a request for proposals shall be conducted in a manner so as to provide maximum open and free competition.

B) MTA officers, employees, or agents, shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. MTA personnel must at all times be alert to organizational conflicts of interest and when utilizing a Request for Proposals be alert to non-competitive practices which may restrict or eliminate competition.

C) All contracts for services shall be based upon a clear and accurate description of the requirements of the services to be procured.

D) The established goal for utilization of minority business enterprises for each Professional and Personal Services contract which exceeds \$25,000 in dollar value when locally funded and \$10,000 in dollar value when funded in whole or in part through use of federal grant funds and for each Non-Personal Services contract which exceeds \$10,000 in dollar value is 20% of the dollar value of the negotiated project budget. Each successful contractor shall take affirmative action and shall comply with requirements of Special Provisions for Minority Business Enterprises - Professional, Personal and Non-Personal Services Contracts which shall be as developed by the Affirmative Action Director substantially as set forth in Appendix I, to achieve the stated goal for utilization of minority business enterprises.

The established goal for utilization of minority business enterprises for Professional and Personal Services contracts which are \$25,000 or less in dollar value when locally funded and \$10,000 or less in dollar value when funded in whole or in part through use of federal grant funds and for Non-Personal Services contracts which are \$10,000 or less in dollar value shall be 20% of the dollar value of the total of the contract sums of such contracts entered by the MTA during a fiscal year period.

E) The type of contract for services shall be appropriate for the particular service and for promoting the best interest of the Metropolitan Transit Authority. In general, Professional and Personal Services should be made available on a cost-plus-fixed-fee contract with a maximum dollar amount specified.

F) Contracts for Professional and Personal Services which exceed \$25,000 in dollar value when locally funded and \$10,000 in dollar value when funded in whole or in part through use of federal grant funds shall be awarded following the solicitation of proposals in accordance with the MTA Requests for Proposals Procedures, Part IV, Section A herein.

G) Contracts for Professional and Personal Services which are \$25,000 or less in dollar value when locally funded and \$10,000 or less in dollar value when funded in whole or in part through use of federal grant funds may be obtained through noncompetitive negotiation, the Executive Director or his designee may procure such services through the solicitation of a proposal from only one (1) source.

H) Contracts for Non-Personal Services which exceed \$10,000 in dollar value shall be awarded, whenever reasonably feasible and practical, or whenever material, machinery, equipment, supplies or other property except real property valued at \$5,000 or more in dollar value are to be supplied as part of the contract, in accordance with the MTA Competitive Bidding Procedures. Whenever necessary, as to be determined by the Executive Director or his designee, such contracts shall be awarded following the solicitation of proposals in accordance with the MTA Requests for Proposals Procedures, Part IV, Section A herein.

Contracts for Non-Personal Services which are \$10,000 or less in dollar value may be obtained through noncompetitive negotiation by the Executive Director or his designee. For the purposes of noncompetitive negotiation, the Executive Director or his designee may procure such services through the solicitation of a proposal from only one (1) source.

I) Service contracts shall be made only with responsible firms which possess the potential ability to perform successfully under the terms and conditions thereof. Judgments must be made about the responsiveness of a proposal and the ability of a contractor to perform the required work. While price should be a consideration, it will not always be the determining factor in the evaluation of qualified firms for services. The Metropolitan Transit Authority shall use at least the following criteria for evaluation of responses to requests for proposals:

1. Qualifications and experience of personnel specified in the Management Plan;
2. Experience in related work; record of past performance.
3. Management Plan including ideas for coordinating work with other related and concurrent work.
4. Responsiveness to requirements of Minority Business Enterprise Special Provision of 20%.
5. Comprehension of study requirements and important characteristics of approach.
6. Appropriate financial data and cost analysis.

J) Contracts for services shall include all provisions to define a sound and complete agreement, and shall also include the appropriate provisions as set out in the MTA Competitive Bidding Procedures, Part II: Policy, Section H.

K) Where services are to be performed for the MTA under funding arrangements from a state or federal grant, the contractor shall acknowledge and agree to comply with all terms and conditions of the related grant contract between the funding agency (Urban Mass Transportation Administration, State Department of Highways and Public Transportation, etc.) and the Metropolitan Transit Authority. MTA applications, assurances, and all other applicable laws and regulations which are required in carrying out the grant programs shall also apply.

L) A contract administration system shall be maintained to assure contractor performance with terms, conditions, and specifications of the contract. The Contracts Administration Department shall furnish a monthly statement to the MTA Board to include the following information:

- (1) Description of contracts awarded in the preceding month, including parties to contract, items procure, contract sum and percentage of MBE involvement;
- (2) Description of work orders issued in the preceding month under outstanding contracts including dollar limit for payment under such work orders; and
- (3) Description of change orders issued in the preceding month including an estimate of any change to the contract sum resulting from the issuance of such change orders.

M) In order that the MTA might be assured of response to Requests for Proposals from the most qualified firms in various technical areas, a comprehensive cross-reference file for potential RFP proposers shall be maintained at the MTA offices. Special notation shall be made of minority business enterprises.

IV. PROCEDURES:

A. Request for Proposals Procedures

For contracts for Professional and Personal Services which are expected to exceed \$25,000 in dollar value when locally funded and \$10,000 in dollar value when funded in whole or in part through use of federal grant funds, and Non-Personal Services over \$10,000 in dollar value when not competitively bid, irrespective of source of funding, the Metropolitan Transit Authority requires the following procedures for solicitation of proposals by the issuance of a Request for Proposals:

1. Requests for Proposals (RFP) for services as may be required by the Metropolitan Transit Authority will be prepared by the MTA staff and submitted to the Executive Director or his designee for approval. Each RFP will include a proposed letter of invitation, RFP description and conditions, and a suggested list of prospective firms to receive invitations.
2. Requests for Proposals will be mailed to all suggested firms by the MTA staff.
3. No contract may be awarded that is not competitively bid that is for more than \$10,000 and that is for the purchase of real property or for Personal or Professional Services, unless an announcement that a contract is being considered is posted in a prominent place in the principal office of the MTA for at least two (2) weeks before the contract is awarded.
4. Copies of the RFP will be available to any interested firm or individual upon request.
5. Conditions for proposal response will require the submittal of sufficient copies for consideration by the MTA evaluation team. Each proposal response will also include a one-page summary of the entire proposal.
6. All proposal responses will be reviewed by an MTA evaluation team comprised of MTA staff, as appointed by the Executive Director or his designee.
7. An evaluation report and recommendation for award will be submitted to the Executive Director or his designee for approval.
8. The Executive Director or his designee will then submit his recommendation in writing to the MTA Board. The recommendation for award will include a list of all firms responding to the RFP, a copy of the one-page proposal summary for each respondent, the evaluation team report, and the Executive Director's or his designee's recommendation.
9. Approval of the Executive Director's or his designee's recommendation for award will be on the Board agenda for action.

10. Board members who wish to review complete copies of the proposals received will notify the Assistant Secretary.
11. The Executive Director or his designee will present his recommendation for award in public session.
12. Board approval of the Executive Director's or his designee's recommendation for award will represent authorization for negotiation and execution of an appropriate contract.
13. The final step in the RFP procedure will be notification of all firms which submitted a proposal of the result of the selection process.

B. Noncompetitive Negotiation Procedures

The following contracts may be executed by the Executive Director or his designee following noncompetitive negotiation to be conducted by the Executive Director or his designee:

1. Locally funded contracts, \$25,000 or less in dollar value, for Professional and Personal Services.
2. Contracts funded in whole or in part through use of federal grant funds, \$10,000 or less in dollar value, for Professional and Personal Services.
3. Contracts, \$10,000 or less in dollar value, for Non-Personal Services.

The following procedures for noncompetitive negotiation are required:

1. The Executive Director or his designee shall authorize the solicitation of a proposal(s) from an individual(s) or firm(s) considered to be qualified to perform the required services. The Executive Director or his designee shall select an individual(s) or firm(s) that can best perform the services for the MTA.
2. If a contract is for consulting or professional services which has not been competitively bid and is for more than \$10,000, then the contract may not be entered into by the MTA unless an announcement that such contract is being considered is posted in a prominent place in the principal office of the MTA for at least two weeks before the contract is awarded.
3. The Executive Director or his designee shall negotiate and execute a contract with the individual(s) or firm(s) so selected.

APPENDIX I

SPECIAL PROVISIONS FOR MINORITY BUSINESS ENTERPRISES

PROFESSIONAL, PERSONAL AND NON-PERSONAL SERVICES CONTRACTS

NOTICE: To be eligible for award of the contract, each proposal accepted by the MTA in response to a Request for Proposals must fully comply with the provisions of this section.

I. Definitions:

As used in the Request for Proposals, the following terms shall have the following meanings:

- A. "Contract" means the contract executed by the MTA and the successful proposer.
- B. "Joint Venture" means an association of two or more entities to carry out a single business enterprise for profit, for which purpose they combine their property, money, effects, skill and knowledge.
- C. "Minority Business Enterprise" means a business which is owned and controlled by one or more minority persons. (1) "Minority person" means an individual who is Black, Hispanic, Asian American, American Indian, Alaskan native, or a woman, regardless of race or ethnicity. (2) "Owned and controlled" means a business which is: (a) a sole proprietorship legitimately owned by an individual who is a minority person, (b) a partnership or joint venture controlled by minority persons and in which at least fifty-one percent (51%) of the beneficial ownership interests legitimately are held by minority persons, or (c) a corporation or other entity controlled by minority persons,

and in which at least fifty-one percent (51%) of the voting interests and fifty-one percent (51%) of the beneficial ownership interests legitimately are held by minority persons.

- D. "Minority Business Enterprise (MBE) Officer" means the individual designated by the Executive Director or his designee to monitor compliance with these Provisions and to assist contractors in their implementation.
- E. "MTA" means the Metropolitan Transit Authority of Harris County, Texas.
- F. "Proposer" means any individual, partnership, joint venture, corporation or firm submitting a proposal, directly or through an authorized representative, for the contract.

II. Minority Business Enterprise Utilization

A. Affirmative Action Obligation

Each proposer shall take affirmative action and shall comply with the requirements of these Provisions, to achieve the stated goal for the utilization of minority business enterprises (MBE's) in the performance of work under this contract. A proposer who fails or refuses to comply with the provisions of this section will not be awarded the contract. The proposer's commitment to a specific minority business enterprise utilization goal is not intended and shall not be used to discriminate against any qualified company or group of companies. Nothing in this provision shall be construed to require the utilization of any minority business enterprise which is either unqualified or unavailable.

B. Established Goal

The minimum goal established for minority business enterprise participation in this project through either subcontracting or entering into a joint venture with minority business enterprise(s) is a goal of twenty percent (20%) of the total dollar value of the contract awarded for this project.

C. Degree of Goal Attainment

The degree of goal attainment by minority-nonminority joint ventures and minority contractors will be calculated as follows:

1. Minority-Nonminority Joint Ventures. A joint venture consisting of minority and nonminority business enterprises, functioning as a prime contractor, will be credited with minority participation on the basis of percentage of profit to accrue to the minority business enterprise(s). For example, if a minority-nonminority joint venture proposes to perform fifty percent (50%) of a project quoted at \$500,000 and fifty percent (50%) of the profits are to accrue to the minority partner in the joint venture, minority participation will be credited as twenty-five percent (25%) of the work or \$125,000.
2. Minority Prime Contractors. MBE prime contractors will be credited with minority participation for that portion of the contract which they perform and that portion subcontracted to minority firms. For example, if an MBE contractor proposes to perform fifty percent (50%) of a project quoted at \$500,000 and subcontracts twenty-five (25%)

percent to a majority firm and twenty-five percent (25%) to a minority firm, minority participation will be credited as seventy-five percent (75%) or \$375,000.

III. Equal Employment Opportunity

All contracts to be awarded by the Metropolitan Transit Authority shall require the proposer to sign and submit a statement specifically setting forth a plan of affirmative action to be followed in the event a contract is awarded to the proposer to ensure equal employment opportunity in employment is afforded by the contractor and its subcontractors while providing specific materials and supplies or consulting or construction services for the MTA.

IV. Requirements and Procedures Prior to Contract Award

- A. Submission of Proposal. Each proposer, except as indicated below, as part of its proposal for the contract shall submit the following documentation. Designated forms are included as an attachment.
1. "Schedule of MBE Participation" listing all minority business enterprises that will participate as subcontractors or joint venturers in a contract resulting from the proposal.
 2. "Letter of Intent to perform as a Subcontractor" from each minority business enterprise listed on the "Schedule of MBE Participation".
 3. Each minority business enterprise listed in the "Schedule of MBE Participation" shall submit the "MBE Contractor Identification Statement". Submission of this statement

is waived for minority business enterprises certified on the MTA's MBE Registry.

4. Each minority business enterprise listed in the "Schedule of MBE Participation" shall submit the "Affidavit of Minority Business Enterprise". Submission of this Affidavit is waived for minority business enterprises certified on the MTA's MBE Registry.
5. Minority-Nonminority Joint Venture Proposers shall submit:
 - A. Name, address and principal official of each MBE in the joint venture; and
 - B. A copy of the joint venture agreement.
6. "Proposer's Equal Employment Opportunity Statement".
7. Designation of a person who has been charged by the proposer with the responsibility for carrying out and reporting the proposer's compliance with its plan of affirmative action.

8. Procedure for Grant of Relief from MBE Utilization Goal.

The proposer's commitment to a specific goal for minority business enterprise utilization as required by this Provision shall constitute a commitment to make every good faith effort to meet such goal by subcontracting to or undertaking to joint venture with minority business enterprise firms. If the proposer fails to meet the goal, it will carry the burden of furnishing sufficient documentation as part of proposal response of its good faith effort to justify a grant of relief from the goals set forth in this Provision. Such justification will take the form of a detailed report which will include at least the following information:

1. Names, addresses, and telephone numbers of minority businesses who were contacted;
2. Descriptions of data provided to the minority firms on plans and specifications for portions of the work to be performed;
3. Reasons that additional prospective agreements with MBE's, if needed to meet the goal, were not reached;
4. Description of efforts made to select portions of the proposal to be performed by MBE's in order to increase the likelihood of achieving the goal;
5. Reasons that the proposer considers MBE's that were contacted to be unqualified; and
6. An "Unavailability Certificate" signed by each MBE or a statement that each MBE refused to give such certification after reasonable request if the bidder considers a minority firm that was contacted to be unavailable.

C. Determination of Responsiveness. Failure of a proposer to comply with requirements and procedures in Section IV, PARTS A and/or B of these Provisions shall be cause for rejection of the proposal.

D. Pre-Award Review. Prior to award, the Executive Director or his designee may, upon sufficient written notice, request proposers to provide clarification and/or additional documentation pursuant to the provisions of PART C of these provisions. Failure of a proposer to meet with the Executive Director or his designee at a stipulated time and place without a demonstration of good cause, shall be cause for rejection of the proposal.

V. Requirements and Procedures Subsequent to Contract Award

- A. Proposal, Execution and Compliance with Subcontracts - The successful proposer shall propose for the Executive Director's or his designee's approval subcontracts corresponding in all respects to the proposed agreements. Upon approval by the Executive Director or his designee, the successful proposer shall enter into each such approved subcontract and shall thereafter neither terminate any such subcontract nor reduce the scope of work to be performed by, or decrease the price to be paid to, the MBE and the minority-nonminority joint venture thereunder without in each instance the prior written approval of the Executive Director or his designee.
- B. Substitution of Subcontractors - Where the Executive Director or his designee has approved termination of a subcontract held by an MBE or minority-nonminority joint venture, the successful proposer shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed with another qualified MBE for a contract price or prices totaling not less than the contract price of the terminated subcontract. The contractor must receive the approval of the Executive Director or his designee before making substitutions for any subcontractor.
- C. Reporting Requirements

1. All contractors doing business with the MTA shall submit at least quarterly MBE and employment reports, or as may be requested by the Executive Director or his designee. Such reports shall include the following information, and shall be in such form as the Executive Director or his designee shall prescribe.
 - a. MBE reports identifying contractor's income from MTA contracts and what portion of said income went to minority business enterprises.
 - b. employment reports including information on the employment practices, policies, programs, and statistics of the contractor and its subcontractors.
 2. All contractors and subcontractors shall permit access to their books, records, and accounts by the federal funding agency and by the designated representative of the MTA for purpose of investigation to ascertain compliance with minority business utilization and equal employment goals.
 3. The contractor will keep records and documents for three (3) years following performance of this contract to indicate compliance with these Provisions.
- D. Sanctions for Violations. If at any time the Executive Director or his designee has reason to believe that the successful proposer is in violation of its obligations under these Provisions or has otherwise failed to comply with these provisions, the Executive Director or his designee may, in addition to pursuing

any other available legal remedy, commence proceedings to impose sanctions on the successful proposer. Such sanctions may include, but not be limited to one or more of the following:

1. The suspension of any payment or part thereof until such time that compliance is demonstrated.
2. The termination or cancellation of the contract in whole or in part unless compliance is demonstrated within a reasonable time.
3. The denial of the successful proposer to participate in any further contracts awarded by the MTA.

A RESOLUTION

ADOPTING BYLAWS OF THE METROPOLITAN TRANSIT AUTHORITY

WHEREAS, the Metropolitan Transit Authority Board is authorized by Section 4(f) of Tex. Rev. Civ. Stat. Ann. art. 1118x (Vernon) (Supp. 1980) to adopt rules and regulations and such bylaws as it may deem necessary for the conduct of its official meetings;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

SECTION 1: The Bylaws of the Metropolitan Transit Authority, attached hereto, are hereby adopted and approved.

SECTION 2: The Secretary is authorized to certify that these Bylaws were duly adopted by the Metropolitan Transit Authority Board.

SECTION 3: This Resolution to be effective immediately upon its passage.

PASSED THIS 9th DAY OF APRIL, 1980

APPROVED THIS 9th DAY OF APRIL, 1980

METROPOLITAN TRANSIT AUTHORITY

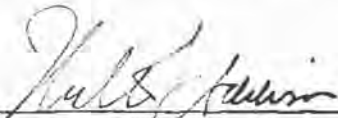
ATTEST:

By Dan Arnold
Dan Arnold, Chairman of the Board

Cindy A. Williams
~~Secretary~~
Assistant Secretary

RESOLUTION NO. 80-59 (Page 2)

APPROVED (SUBSTANCE) :



Walter Addison, Executive Director

APPROVED (FORM) :



Legal Counsel

A RESOLUTION

AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE NECESSARY AND APPROPRIATE ACTION IN CONNECTION WITH THE U. S. DEPARTMENT OF TRANSPORTATION, URBAN MASS TRANSPORTATION ADMINISTRATION, FEDERAL HIGHWAY ADMINISTRATION, STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION AND FEDERAL AID TO URBAN SYSTEMS GRANTS AND LOANS.

WHEREAS, the U. S. Department of Transportation, Urban Mass Transportation Administration and Federal Highway Administration, and the State Department of Highways and Public Transportation (herein referred to as "Federal and State Agencies") provide funds for grants to aid in the development of transportation; and

WHEREAS, the Metropolitan Transit Authority of Harris County, Texas ("Metro"), is the recipient of the following grants from Federal and State Agencies which are being used to develop its mass transportation system:

PROJECT TX-03-0021

Purchase: Rapid Transit Lines, Inc., 100 full size buses and related spare parts, 20 minibuses, support vehicles, fareboxes, and shop tools and equipment; and purchase and installation of transit shelters.

PROJECT TX-23-0001

Purchase: 18 advanced design transit coaches.

PROJECT TX-05-0008

Purchase: 133 advanced design transit coaches and related spare parts, 12 minibuses, fareboxes, support vehicles and miscellaneous support equipment.

PROJECT TX-03-0032

Purchase: 100 advanced design buses and related spare parts and 25 minibuses; and purchase and installation of electronically operated destination signs.

PROJECT TX-03-0039

Purchase: 226 advanced design buses and related spare parts, miscellaneous support equipment, and fareboxes; and production line inspection services.

PROJECT TX-03-0030

Purchase of land, architectural and engineering services, preliminary site preparation and fabrication and erection of structural steel for the Kashmere Gardens Heavy Maintenance and Operating Facility.

PROJECT TX-06-0018

Corridor Demonstration Program which provides for various highway improvements, including park and ride lots and preferential transit treatments on the Katy and Southwest Freeways.

PROJECT TX-05-0026

Construction of the North Freeway Contraflow Lane and installation of signal preemption equipment along portions of Westheimer, Post Oak and Richmond Streets.

PROJECT TX-03-0035

Preliminary engineering services for a downtown mobility system.

PROJECT TX-09-0088

Technical studies for preliminary engineering of a downtown mobility system.

WHEREAS, Metro has applied for, and is in the process of obtaining, the following grants from Federal and State agencies:

PROJECT TX-05-0061

Demolition of existing buildings and construction of the Polk Street Maintenance Facility.

PROJECT TX-05-0063

Construction of the Kashmere Gardens Maintenance Facility.

PROJECT TX-05-0029

Implementation of a Management Information System which includes Section 15 Level A Voluntary Reporting Requirements.

WHEREAS, in the course of administering these grants, Federal and State Agencies frequently require technical amendments in order to comply with current laws and regulations; and

WHEREAS, in the development of projects covered by grants it is sometimes necessary to change portions of the scope of the projects in order to comply with existing conditions; and

WHEREAS, it will facilitate planning and development of Metro's mass transportation system to establish procedures for executing technical and other amendments to the grants.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director or his designee, is authorized to undertake the following tasks in connection with grants from Federal and State Agencies without further Board action:

- A. Submit additional information as required in connection with the applications or projects.
- B. Conduct public hearings in connection with the applications or projects.
- C. Execute amendatory and supplemental agreements for technical amendments to comply with federal and state laws and regulations.


- D. Execute funding assistance contracts in connection with applications and projects.
- E. Submit requests for amendments to applications and projects in amounts up to ten percent (10%) of the application or project budget provided that amendments do not materially affect the scope of the application or project, or increase the amount of the project beyond the amount of Metro's authorized budget limits.
- F. Establish and implement affirmative minority business policies required by Federal and State Agencies in connection with procurement needs required by the applications and projects.

Section 2: The Executive Director is hereby authorized to execute and the Assistant Secretary to attest to applications, grants, contracts and other documents in connection with applications and grants for financial assistance in accordance with this Resolution.

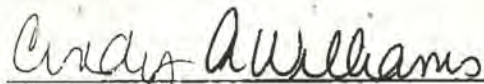
Section 3: This Resolution shall be effective immediately upon its passage.

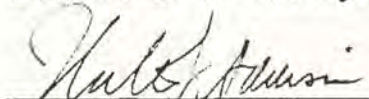
PASSED this 9th day of April, 1980.

APPROVED this 9th day of April, 1980.

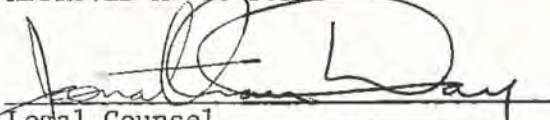

Daniel C. Arnold, Chairman of the Board

ATTEST:


Ninfa Laurenzo, Secretary
Assistant Secretary
APPROVED AS TO SUBSTANCE:


Walter Addison, Executive Director

APPROVED AS TO FORM:


Legal Counsel

A RESOLUTION

AUTHORIZING APPROVAL AND EXECUTION OF A SECOND AMENDMENT TO AN AGREEMENT WITH BARTON-ASCHMAN ASSOCIATES, INC., FOR PROFESSIONAL SERVICES RELATED TO THE SYSTEMS ANALYSIS PORTION OF PHASE I ALTERNATIVES ANALYSIS.

WHEREAS, the Metropolitan Transit Authority of Harris County, Texas (Herein called "MTA"), and Barton-Aschman Associates, Inc., (herein called the "Consultant") previously entered into an agreement as of the 23rd day of July, 1979 (herein called "Agreement") for the alternatives analysis services specified therein; and

WHEREAS, such Agreement was amended as of January 9, 1980; and

WHEREAS, due to the need to develop interim year system operation assessments, demand estimates and system financial assessments of alternatives related to arterial improvements and other low capital projects; and

WHEREAS, it is necessary to amend the Agreement further in order to secure additional services and complete the required Phase I Alternatives Analysis work program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director be authorized to negotiate and execute and the Assistant Secretary to attest to a Second Amendment to the Agreement between the MTA and Consultant for Phase I Alternatives Analysis services.

Section 2: Such Second Amendment may increase the amount of compensation to be paid to the Consultant by \$30,071 for a total contractual amount of \$329,087.

Section 3: This Resolution shall be effective immediately upon its passage.

PASSED this 9th day of April, 1980.

APPROVED this 9th day of April, 1980.

De. Arnold
Daniel C. Arnold, Chairman of the Board

ATTEST:

Cindy A. Williams
~~Ninfa Laufenzo, Secretary~~
Assistant Secretary

APPROVED AS TO SUBSTANCE:

Walter Addison
Walter Addison, Executive Director

APPROVED AS TO FORM:

Paul R. Day
Legal Counsel

A RESOLUTION

AUTHORIZING NEGOTIATION AND EXECUTION OF AN AMENDMENT TO AN AGREEMENT WITH BOVAY/PARSONS BRINCKERHOFF FOR PROFESSIONAL SERVICES RELATED TO THE DEVELOPMENT OF THE UNIFORM DESIGN STANDARDS MANUAL FOR ALTERNATIVES ANALYSIS.

WHEREAS, the Metropolitan Transit Authority of Harris County, Texas (herein called the "MTA") and Bovay/Parsons Brinckerhoff (herein called the "Consultant") previously entered into an agreement as of the 30th day of March, 1979 (herein called the "Agreement") for the development of a Uniform Design Standards Manual for Alternatives Analysis; and

WHEREAS, the Uniform Design Standards Manual requires expansion to include the typical requirements to modify a rail freight track to accommodate commuter rail passenger service; and

WHEREAS, it is necessary to amend the Agreement in order to secure additional services and expand the Uniform Design Standards Manual.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

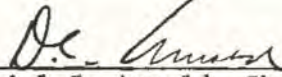
Section 1: The Executive Director be authorized to negotiate and execute and the Assistant Secretary to attest to such an amendment.

Section 2: Such amendment will increase the amount of compensation to be paid to the Consultant by approximately \$20,000 for a total contractual amount of approximately \$113,000.

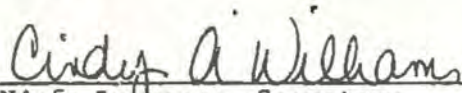
Section 3: This Resolution shall be effective immediately upon its passage.

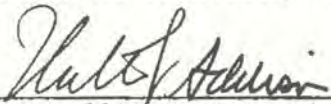
PASSED this 9th day of April, 1980.

APPROVED this 9th day of April, 1980.

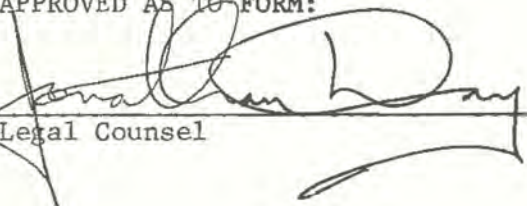

Daniel C. Arnold, Chairman of the Board

ATTEST:


~~Ninfa Lorenzo, Secretary~~
Assistant Secretary
APPROVED AS TO SUBSTANCE:


Walter Addison, Executive Director

APPROVED AS TO FORM:


Legal Counsel

A RESOLUTION

AUTHORIZING THE AWARD OF BID AND ISSUANCE OF A PURCHASE ORDER TO GLOBE TICKET COMPANY FOR PURCHASE OF TRANSFER SLIPS.

WHEREAS, bid specifications were issued for transfer slips on February 26, 1980; and

WHEREAS, a total of thirteen (13) firms received packages prior to bid opening date; and

WHEREAS, a total of two (2) bids were received on March 21, 1980; and

WHEREAS, Globe Ticket Company was the lowest and responsive bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:


Section 1: The Executive Director or his designee be authorized to issue a purchase order to Globe Ticket Company for purchase of transfer slips.

Section 2: Total bid amount is \$63,600.00.

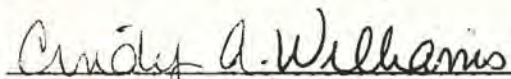
Section 3: This resolution shall be effective immediately upon its passage.

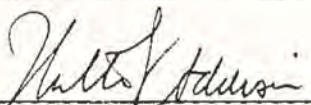
PASSED this 9th day of April, 1980.

APPROVED this 9th day of April, 1980.

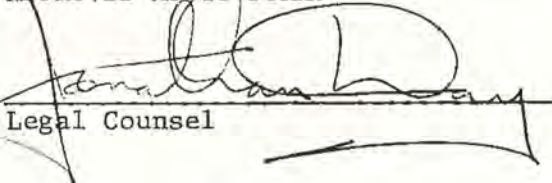

Daniel C. Arnold, Chairman of the Board

ATTEST:

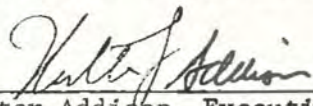

~~Ninia Laurenzo, Secretary~~
Cindy A. Williams, Assistant Secretary
APPROVED AS TO SUBSTANCE:


Walter Addison, Executive Director

APPROVED AS TO FORM:

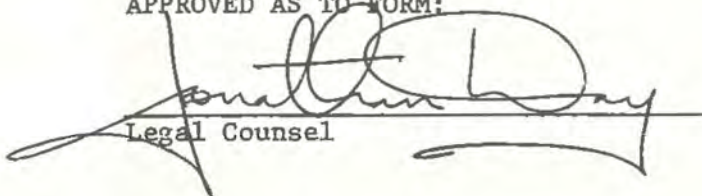

Legal Counsel

APPROVED AS TO SUBSTANCE:



Walter Addison, Executive Director

APPROVED AS TO FORM:



Legal Counsel

A RESOLUTION

AUTHORIZING THE NEGOTIATION AND EXECUTION OF AN AGREEMENT WITH THE EPISCOPAL CHURCH OF THE GOOD SHEPHERD FOR LEASE OF APPROXIMATELY TWENTY-ONE (21) PARKING SPACES FOR EXPANSION OF THE KINGWOOD PARK & RIDE.

WHEREAS, due to the overwhelming success of MTA's park & ride program in the Kingwood area, alternative sites within close proximity to the Church of Christ have been sought to accommodate the overflow parking; and

WHEREAS, The Episcopal Church of the Good Shepherd is located next to the Kingwood Church of Christ; and

WHEREAS, The Episcopal Church of the Good Shepherd has agreed to allow use of approximately twenty-one (21) parking spaces.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director be authorized to negotiate and execute and the Assistant Secretary to attest to an agreement with The Episcopal Church of the Good Shepherd of Kingwood, Texas, for the lease of approximately twenty-one (21) parking spaces for expansion of the Kingwood Park & Ride.

Section 2: Lease amount for the space will be \$1.00 for the term of the agreement.

Section 3: This resolution shall be effective immediately upon its passage.

PASSED this 9th day of April, 1980.

APPROVED this 9th day of April, 1980.

D.C. Arnold
Daniel C. Arnold, Chairman of the Board

ATTEST:

Cindy A. Williams
Ninfa Laufenzo, Secretary
Assistant Secretary

A RESOLUTION

AUTHORIZING THE NEGOTIATION AND EXECUTION OF AN AGREEMENT WITH FRIENDSWOOD DEVELOPMENT COMPANY FOR LEASE OF APPROXIMATELY FORTY-ONE (41) PARKING SPACES AT THE NORTH PARK SHOPPING CENTER, KINGWOOD, TEXAS.

WHEREAS, due to the tremendous success of MTA's current park and ride service in the Kingwood area, additional parking space is needed to adequately serve the demand in the area; and

WHEREAS, the shopping center has agreed to serve as an interim location until a permanent site can be established.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

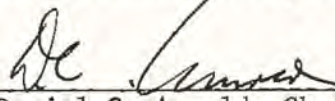
Section 1: The Executive Director be authorized to negotiate and execute and the Assistant Secretary to attest to an agreement with Friendswood Development Company for the lease of approximately forty-one (41) parking spaces at the North Park Shopping Center, Kingwood, Texas, to be used as an additional park & ride site.

Section 2: Lease cost of the spaces shall be \$1.00 per year for the one (1) year term of the agreement.

Section 3: This resolution shall be effective immediately upon its passage.

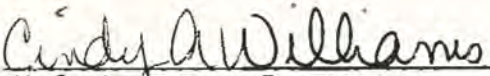
PASSED this 9th day of April, 1980.

APPROVED this 9th day of April, 1980.



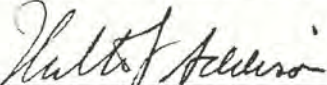
Daniel C. Arnold, Chairman of the Board

ATTEST:



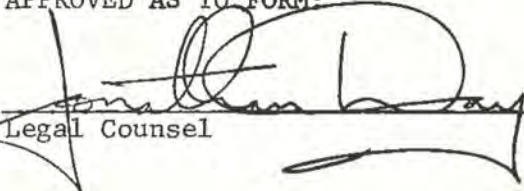
Cindy A. Williams, Secretary

APPROVED AS TO SUBSTANCE:



Walter Addison, Executive Director

APPROVED AS TO FORM:



Legal Counsel

A RESOLUTION

AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AMENDMENT TO AN EXISTING AGREEMENT WITH THE TEXAS TRANSPORTATION INSTITUTE FOR ADDITIONAL PROFESSIONAL SERVICES IN CONNECTION WITH UNIFIED WORK PROGRAM ELEMENT 5.2 - CORRIDOR PLANS.

WHEREAS, during 1979 Metro contracted with the Texas Transportation Institute (TTI), Texas A&M University, for services relative to: 1) the development of a methodology to estimate transit patronage along major Houston-area travel corridors; and 2) the identification of corridor service strategies which would increase ridership on express transit routes and encourage use of high occupancy vehicles; and

WHEREAS, the State Department of Highways and Public Transportation, in connection with the Texas Transportation Institute is currently conducting a research project known as Project 205 "Priority Use of Transportation Facilities" which includes, in part, analyses of the market for park & ride services in large metropolitan areas in Texas; and

WHEREAS, only a portion of the Project 205 funds are available for research work in the Houston area; and

WHEREAS, the State Department of Highways and Public Transportation has requested that Metro extend the investigation being conducted by the Texas Transportation Institute under Unified Work Program Element 5.2 to include the Metro area market for park & ride services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:


Section 1: The Executive Director be and he is hereby authorized to negotiate and execute and the Assistant Secretary to attest an amendment to an existing agreement with the Texas Transportation Institute (TTI), Texas A & M University, to expand the scope of the existing agreement to provide for investigation into the market for park & ride services and to extend the period of the contract through December 31, 1980, a copy of said amendment being attached hereto.

Section 2: Compensation to be paid to Texas Transportation Institute for such increased services shall not exceed \$36,000.

Section 3: This Resolution be effective immediately upon its passage.

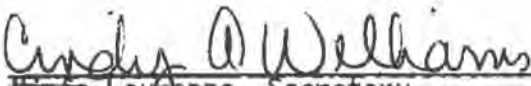
PASSED this 23rd day of April, 1980.

APPROVED this 23rd day of April, 1980



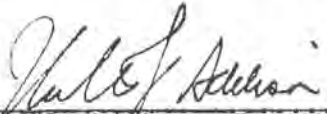
Daniel E. Arnold, Chairman of the Board

ATTEST:



~~Nina Lorenzo~~ Secretary
Assistant Secretary

APPROVED AS TO SUBSTANCE:



Walter J. Addison, Executive Director

APPROVED AS TO FORM:



Legal Counsel

A RESOLUTION

AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A FIRST AMENDATORY CONTRACT WITH TURNER, COLLIE & BRADEN, INC., FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH THE DESIGN AND CONSTRUCTION FOR THE RENOVATION OF THE POLK STREET MAINTENANCE FACILITY.

WHEREAS, the MTA entered into an Agreement dated February 7, 1979 with Turner, Collie & Braden, Inc., for professional engineering and design services in connection with the design and construction of the renovation of the Polk Street Maintenance Facility; and

WHEREAS, the MTA requires additional Basic Services during the Design Phase necessitated by a change in the proposed site conditions due to the transfer of operations during the construction period to the Sharpstown Maintenance Facility; and

WHEREAS, the MTA requires Basic Services during the Construction Phase, consisting of design services to be performed during the renovation construction of the Polk Street Maintenance Facility, to be performed which were not included in the original Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director be authorized to negotiate and execute and the Assistant Secretary to attest to a First Amendatory Contract with Turner, Collie & Braden, Inc., for professional engineering and design services in connection with the renovation construction of the Polk Street Maintenance Facility providing for additional engineering and design services during the Design Phase of the Facility and for engineering and design services during the Construction Phase of the Facility.

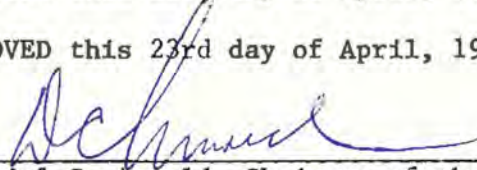
Section 2: Compensation to be paid to Turner, Collie & Braden, Inc., for the Basic Services to be performed during both the Design and Construction Phases of the Facility under the Contract shall not exceed \$1,748,000.00. Total compensation to be paid to Turner, Collie & Braden, Inc., for the performance of all services under the Contract shall not exceed \$1,757,000.00.

Section 3: Time for completion of all Services to be performed under the contract be extended to September 7, 1981.

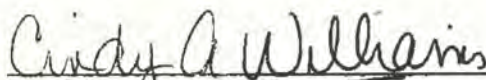
Section 4: This resolution shall be effective immediately upon its passage.

PASSED this 23rd day of April, 1980.

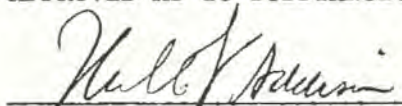
APPROVED this 23rd day of April, 1980.


Daniel C. Arnold, Chairman of the Board

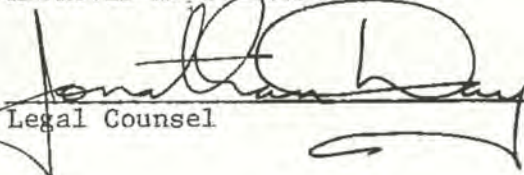
ATTEST:


Ninfa Lorenzo, Secretary
Assistant Secretary

APPROVED AS TO SUBSTANCE:


Walter Addison, Executive Director

APPROVED AS TO FORM:


Legal Counsel