

September 25, 2019

Re: Request for Proposals #2020100 Bulk Fuel

To Whom It May Concern:

STAR Transit is requesting proposals for the procurement Bulk Fuel Service #2020100. STAR Transit will issue an award to the vendor that provides the best value proposal.

RFP Issued:	Wednesday, September 25, 2019
Deadline for Questions:	Wednesday, October 2, 2019
Responses to Questions Posted:	Tuesday, October 8, 2019
<b>Proposals Due:</b>	<b>October 22, 2019 by 3:00 P.M. CST</b>
Interviews (if needed):	October 29-31, 2019
Notice to Proceed (NTP):	Anticipated on or before November 12, 2019

STAR Transit reserves the right to make changes to the above-mentioned schedule. All such changes shall be made by an amendment to the RFP and shall be posted on STAR Transit's website at <https://www.startransit.org/about-us/business-center/>

If you do not wish to propose on this project, but want to remain on our active list, please email "NO RESPONSE: RFP Bulk Fuel Service #2020100" to [aando@startransit.org](mailto:aando@startransit.org).

Best Regards,

Ashley Berryhill  
Grant Director  
STAR Transit



**Request for Proposals  
RFP # 2020100**

**BULK FUEL SERVICE**

**Submitted By:  
STAR Transit**



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## Section 1 Request for Proposals

### 1.1 INTRODUCTION

STAR Transit is a political subdivision of the State of Texas organized and operating under the Texas Government Code §791.003. STAR Transit provides services to over 150,000 people per year through a variety of rural and urban public transportation options within several jurisdictions immediately east and south of the City of Dallas. This service area includes Cities such as Seagoville, Royce City, Balch Springs, Mesquite, Hutchins and Kaufman, Rockwall, Navarro, and Ellis Counties. The Mission of the organization is to provide affordable and convenient transportation to the general public for access to goods and services, with a high quality, well trained, attractive, convenient and efficient staff, operators and fleet. STAR Transit is the recipient of Federal Transit Administration (FTA) and Texas Department of Transportation (TxDOT) funding. This project may be financed jointly by federal, state, and local authorities, including FTA and TxDOT.

The Request for Proposals (RFP) process and the performance of the requested services will be in accordance with the guidelines and regulations of the FTA "Third Party Contracting Guidelines", FTA Circular 4220.1F, and all other applicable federal, state and local laws and regulations. STAR Transit is a tax-exempt organization and is free from all state and federal taxes. No such taxes shall be included in the Offeror's charges to STAR Transit. All costs incurred in the preparation of the proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by STAR Transit. Issuance of this RFP and receipt of proposals does not commit STAR Transit to award a contract. STAR Transit reserves the right to postpone the proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, or to cancel all or part of this RFP for sound business reasons, at any time before the Contract is fully executed and approved on behalf of STAR Transit.

STAR Transit is seeking proposals from qualified and experienced firms for the purchase and delivery of bulk fuel, as described in Section 2, Project Specifications, in this solicitation.

### 1.2 SOLICITATION DATA SOLICITATION SCHEDULE

RFP Release Date .....	September 25, 2019
Questions or Request for Deviation due to STAR Transit .....	October 2, 2019 by 4:00 p.m. CST
STAR Transit Responses to Questions and Deviations due .....	October 8, 2019 by 4:00 p.m. CST
<b>Proposals Due.....</b>	<b>October 22, 2019 by 3:00 P.M. CST</b>
Contract Award.....	Anticipated on or before November 12, 2019

STAR Transit reserves the right to make changes to the above-mentioned schedule. All such changes shall be made by an amendment to the solicitation or a letter to all the firms.

#### Pre-Proposal Site Visits

Offerors are encouraged to visit STAR Transit to view the site where fuel is to be delivered and supplied.

STAR Transit is located at 500 Industrial Blvd, Terrell TX 75160. Site visits for the purpose of inspecting STAR Transit's Fuel System must be completed no later than **October 22, 2019 by 3:00 P.M. CST**. Site visits must be scheduled in advance. Unscheduled and/or unannounced visits to STAR Transit may not be allowed.

The Point of Contact for coordination of a site visit is Jeff Rohman, you may contact him at [jrohman@startransit.org](mailto:jrohman@startransit.org).

#### Procuring Agency:

STAR Transit  
500 Industrial Blvd.  
Terrell, Texas 75160

#### Contracting Officer:

Ashley Berryhill, Grant Director  
Phone: 469-323-2302  
E-Mail: [Aando@startransit.org](mailto:Aando@startransit.org)

## Scope

STAR Transit is seeking proposals from highly experienced and professional firms for the purchase and delivery of bulk fuel—gasoline. These firms should be authorized to do business in the state of Texas.

Offerors should not submit a proposal unless they can provide at least three references for similar work done within the past five years.

Where two or more Offerors desire to submit a single bid in response to this RFP, they should do so on a prime/Subcontractor basis rather than on a joint venture basis. STAR Transit intends to contract with a single Offeror and not with multiple Offerors doing business as a joint venture.

The selected Offeror will NOT be allowed to utilize a finance company for the purpose of factoring invoices. Payment for services will be in the form of check made out to the company indicated in the contract terms.

### **1.3 OFFEROR COMMUNICATIONS AND REQUESTS**

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Communication or correspondence in regard to any aspect of this solicitation or offers will only be with the Contracting Officer or her designated representative. Offerors shall not make any contact with or communicate with any other members of STAR Transit, its employees and consultants.

All questions and communication in regard to any aspect of this RFP # 2020100 must be in writing and directed to Ashley Berryhill via email at [aando@startransit.org](mailto:aando@startransit.org) Offerors may request a clarification or interpretation of any aspect, a deviation, or a change to any requirement of the RFP or any addendum to the RFP up to **October 22, 2019 by 3:00 P.M. CST**. Deviation requests are to be submitted on the deviation form.

Responses to written requests will be provided by STAR Transit in the form of addendum only. Only written responses provided as addendum shall be official and all other forms of communication with any officer, employee or agent of STAR Transit shall not be binding by STAR Transit. Any clarifications or further instructions to Offerors, whether as a result of questions raised by Offerors or initiated by STAR Transit itself, will be sent to all Offerors in written addendum form.

#### **Addendum to RFP**

STAR Transit reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP will be in written addendum. Prospective Offerors officially known to have received the RFP will be emailed or mailed the addendum. Offerors are responsible to collect the addendum from the Contracting Officer. Failure of any prospective Offeror to receive addendum will not relieve the Offeror from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified. All addendum issued will become part of the RFP. Prospective Offerors must acknowledge the receipt of each individual addendum in their proposal. Failure to acknowledge any addendum in the submitted proposals may at STAR Transit's sole option disqualify the proposal.

If STAR Transit determines that the addendum may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed to allow Offerors sufficient time to revise their proposals and the new due date shall be included in the addendum.

#### **Conditions, Exceptions, Reservations or Understandings**

Proposals stating conditions, exceptions, reservations or understandings (hereinafter "deviations") relating to the RFP may be rejected. Offerors may submit an alternate proposal that states deviations so long as a basic proposal not containing deviations is submitted. Offerors may propose alternates either within one overall proposal or by submitting more than one proposal.

Any and all deviations must be explicitly, fully and separately stated in the proposal by completing the Proposal Deviation Form, setting forth at a minimum the specific reasons for each deviation so that it

can be fully considered and, if appropriate, evaluated by STAR Transit. All deviations not found by STAR Transit to be unacceptable shall be evaluated in accordance with the appropriate evaluation criteria and procedures and may result in the Offeror receiving a less favorable evaluation than without the deviation.

#### **1.4 INSTRUCTION TO OFFERORS SUBMISSION REQUIREMENTS**

Sealed proposals in one original and one electronic file must be received by **October 22, 2019 by 3:00 P.M. CST**

Proposals and subsequent offers shall be valid for a period of 90 days. Late proposals will be returned to Offeror unopened and will not be considered under any circumstances. Faxed or emailed proposal are **not** acceptable and will not be considered for award.

The sealed envelope will be addressed as below and must contain the Offerors name and address and be clearly marked: "STAR Transit Bulk Fuel RFP # 2020100". All proposals are to be submitted to:

STAR Transit  
Ashley Berryhill, Grant Director  
500 Industrial Blvd.  
Terrell, TX 75160

#### **Proposal Format and Contents Requirements**

Failure to provide the required information with the Proposal may automatically disqualify the Proposal from consideration for award.

Proposals must be submitted on 8.5 x 11" white paper, using a simple method of fastening. They should be typed, and a lengthy narrative is discouraged. To provide for comparability between proposals, all proposals **must be submitted in the following order separated by tabs**. Vendors not addressing these topics or not using the prescribed order may be judged non-responsive and disqualified from the RFP process.

**Tab 1 Business Organization.** State the full name, address, and phone number of the Offeror and, if applicable, the branch office or division that will perform or assist in performing the work. The capacity of the person submitting the proposal should also be provided. Indicate whether the Offeror is licensed to operate in the State of Texas, Kaufman County, Texas, and the City of Terrell, Texas.

If the Offeror is a partnership, limited liability company, limited partnership, or joint venture, the proposal should state the full names and addresses of all partners, members, or joint ventures' who own at least a ten percent interest in the Offeror.

The person signing the proposal must initial any erasures, corrections, or other changes appearing on the proposal form.

**Tab 2 Required Forms and Certifications: (Required Forms Section)**

- ACKNOWLEDGMENT OF ADDENDUM - IF ADDENDUMS HAVE BEEN RELEASED.
- REQUEST FOR CHANGE OR APPROVED EQUAL
- PROPOSAL DEVIATION - (ONLY IF OFFEROR REQUESTED DEVIATION)
- BUY AMERICA
- DBE COMPLIANCE STATEMENT
- DBE SCHEDULE OF UTILIZATION
- DBE GOOD FAITH EFFORT
- CONFLICT OF INTEREST
- REFERENCES- VENDOR
- PRICING SCHEDULE
- SUSPENSION AND DEBARMENT CERTIFICATION FORM
- DELINQUENT STATE BUSINESS TAX CERTIFICATION

- OFFER
- PTN-130

**Tab 3 Purpose of Proposal.** State in precise terms the means by which the Scope of Services will be fulfilled.

**Tab 4 Statement of Qualifications:** The Offerors' experience and history relevant to STAR Transit's needs should be discussed, including a description of the Offeror's direct experience where services comparable in size and scope has been performed in the last five (5) years. Offeror shall provide the name, address and telephone numbers of persons who may be contacted as references. Offeror shall also include dates, locations, costs and project managers for these previous projects.

**Tab 5 Criminal Background:** For all persons and entities mentioned in any of the foregoing responses, indicate whether they (1) have ever been convicted of, (2) have an indictment pending for, or (3) have during the last five years been investigated for a criminal offense that is not related to the operation of an automobile. Convictions, indictments, or investigations for the crime of driving while intoxicated shall be disclosed. Convictions, indictments, or investigations shall be disclosed regardless of whether for a violation of federal, state, local or non-U.S. laws.

**Tab 6 Willingness to Contract:** State that the Offeror is willing to enter into a Contract consistent with the terms herein.

**Tab 7 Delivery Requirements:**

**1. Delivery Times**

- 1.1. Is delivery available 24 hours a day, 7 days per week?
- 1.2. Please answer the following:
- 1.3. What are Standard Delivery Hours?
- 1.4. What, if any, delivery changes may be applicable for 'Standard Delivery Hours'?
- 1.5. What are 'After Hour' delivery times?
- 1.6. What 'premium charges' may be required for 'After Hour' deliveries?
- 1.7. Is weekend delivery available?
- 1.8. Please describe any additional information regarding delivery times that may be important for the STAR Transit to consider.
- 1.9. Please describe any limitations that may surround Holidays.

**2. Response Time**

- 2.1. What is the Typical vs Guaranteed Response time for an order?
- 2.2. Response time is representative of actual delivery, once the order has been placed
- 2.3. In the event of an Emergency, what is the response time for an order Emergency is representative of: after regular business hours, inclement weather, and or natural disaster.
- 2.4. What is the standard business procedure that should be provided/followed in the event of an emergency?

**3. Size/Shipment Limitations**

- 3.1. Please describe any limitations that you have encountered when delivering product.
- 3.2. What are the Standard Delivery Loads for Bulk Fuel?
- 3.3. Full Load (in Gallons) per Product Type
- 3.4. Less than Full Load (in Gallons) per Product Type

**4. Spillage and Cleanup**

The Offeror is responsible for all spillage that may occur during transit, loading or unloading. Clean up shall be performed in accordance with EPA and State of Texas guidelines and

requirements.

**Tab 8 Quality: Fuel Quality**

- Please describe the standard testing Procedures of each fuel type.
- Have you experienced any quality Issues in the past 24 months? Please describe.
- Please provide the process and remedies available to any Customer that may receive a delivery with quality issues.
- It shall be at the Entity's discretion to request samples be provided at the time of delivery.

**Tab 9 Pricing Structure**

- 9.1. Form 3.10- Please complete the form with the Profit and Total cost per gallon depending on the size of the load.
- 9.2. Miscellaneous Charges
  - (a) Please describe any charges above and beyond the cost of fuel that may be applied.
  - (b) Trip Charges (Single or Multiple Deliveries)
  - (c) Fuel Surcharges
  - (d) Delivery Fees
  - (e) Government Fees
  - (f) Service Fees Etc.
- 9.3. FUEL INDEX
  - Are your prices reflective of any fuel index? (Please Specify)
  - Are your prices adjusted per any fuel index? (Please Specify)

**Tab 10 Insurance: (Section 2.6)**

- **Liability Insurance.** Attach Certificate of Liability insurance.
- **Workman's Compensation.** Attach Information Page from Worker's Compensation policy.
- **Employee Dishonesty Bond.** Attach proof of Dishonesty Bond.
- If Offeror does not have the above insurances in the minimum amounts required, a letter from an underwriter confirming that the Offeror can be insured for the required minimum amounts is to be submitted.

**Tab 11 Qualification Requirements**

- Financial Statements must be made available upon request. Offeror's Financial Statements: Must be prepared in accordance with the United States Generally Accepted Accounting Principles (GAAP) and audited by an independent certified public accountant authorized to practice in the jurisdiction of either STAR Transit or the Offeror OR Financial statements that have been reviewed or compiled by an accountant.
- Financial Guaranty: Willingness of any parent company to provide the required financial guaranty evidenced by a letter of commitment signed by an officer of the parent company having the authority to execute the parent company guaranty.

**Equipment & Supplies**

The Offeror at its own expense furnish all labor, supplies, equipment and machinery necessary to fulfill the Scope of Services.

**Tax Exempt**

The Offeror recognizes that STAR Transit is exempt from the payment of certain Federal, State and local taxes, and that such taxes are not to be included in the proposal price. STAR Transit will furnish a Contractor with the necessary tax-exempt certificates.

**Inspection**

All supplies, equipment, machinery and labor furnished in performance of the Scope of Services shall be subject to inspection at any time by STAR Transit.



**Modification or Withdrawal or Proposals**

A modification of a proposal already received will be accepted by STAR Transit only if the modification is received prior to the proposal due date or is specifically requested by STAR Transit. All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal.

An Offeror may withdraw a proposal prior to the proposal due date by submitting a written request for withdrawal executed by the Offeror's authorized representative. The Offeror may submit another proposal within the time set for receipt of proposals. This provision for modification and withdrawal of proposals may not be utilized by an Offeror as a means to submit a late proposal and, as such, will not alter STAR Transit's right to reject a proposal.

**Confidentiality of Proposals**

When the award is made, and an agreement is executed proposals are subject to review under the "Public Information Act". To the extent permitted by law, Offerors may designate those portions of the offer which contain proprietary information, trade secrets or confidential commercial and financial information that an Offeror believes should be exempted from disclosure are to remain confidential. Such information shall accompany the proposal, be readily separable from the proposal, and shall be clearly marked "CONFIDENTIAL". Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

**1.5 EVALUATION CRITERIA AND PROCEDURES**

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Proposals will be evaluated and ranked on the basis of the following factors, the weights of which are:

Prior Experience, Qualifications & Company History.....	10%
References.....	20%
Delivery Time/Schedule .....	20%
Pricing Structure.....	40%
Quality/Completeness/Adhering to Instructions .....	10%

All aspects of the evaluations of the proposals and any discussions/negotiations, including documentation, correspondence and meetings, will be kept confidential during the evaluation and negotiation process.

Proposals will be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered for the competitive range. STAR Transit reserves the right to request an Offeror to provide any missing information and to make corrections. Offerors are advised that the detailed evaluation forms and procedures will follow the same proposal format and organization specified in Instructions to Offerors. Therefore, Offerors shall pay close attention to and strictly follow all instructions. Submittal of a proposal will signify that the Offeror has accepted the whole of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated on the forms and according to the instructions of Form for Proposal Deviation. Any such conditions, exceptions, reservations or understandings which do not result in the rejection of the proposal are subject to evaluation under the criteria of Proposal Evaluation Criteria.

STAR Transit will select for any award the highest ranked proposal from a responsible Offeror, qualified under Qualification Requirements which does not render this procurement financially infeasible and is judged to be most advantageous to STAR Transit based on consideration of the evaluation Proposal Evaluation Criteria.

**Evaluations of Competitive Proposals**

1. **Qualification of Responsible Offerors.** Proposals will be evaluated to determine the responsibility of Offerors. A final determination of an Offerors responsibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by STAR Transit, information submitted in a BAFO if requested by STAR Transit and information resulting from STAR Transit's inquiry of Offeror's references and its own knowledge of the Offeror.
2. **Detailed Evaluation of Proposals and Determination of Competitive Range.** Each proposal will be evaluated in accordance with the requirements and criteria specified in "Proposal Selection Process".

The following are the minimum requirements that must be met for a proposal to be considered for the competitive range. All of these requirements must be met; therefore, they are not listed by any particular order of importance. Any proposal that STAR Transit finds not to meet these requirements, and may not be made to meet these requirements, may be determined by STAR Transit to not be considered for the competitive range. The requirements are as follows:

- a. Offeror is initially evaluated as responsible in accordance with the requirements of "Qualification Requirements", or that STAR Transit finds it is reasonable that said proposal can be modified to meet said requirements. Final determination of responsibility will be made with final evaluations.
- b. Offeror has followed the instructions of the RFP and included sufficient detailed information, such that the proposal can be evaluated. Any deficiencies in this regard must be determined by STAR Transit to be either a defect that STAR Transit will waive in accordance with "Acceptance/Rejection of Proposals" or that the proposal can be sufficiently modified to meet these requirements.
- c. Proposal price would not render this procurement financially infeasible, or it is reasonable that such proposal price might be reduced to render the procurement financially feasible.

STAR Transit will carry out and document its evaluations in accordance with the criteria and procedures of "Proposal Selection Process". Any extreme proposal deficiencies which may render a proposal unacceptable will be documented. STAR Transit will make specific notes of questions, issues, concerns and areas requiring clarification by Offerors and to be discussed in any meetings held with Offerors which STAR Transit finds to be within the competitive range.

Rankings and spreads of the proposals against the evaluation criteria will then be made by STAR Transit as a means of judging the overall relative spread between proposals and of determining which proposals are within the competitive range or may be reasonably made to be within the competitive range.

3. **Proposals not within the Competitive Range.** Offerors of any proposals that have been determined by STAR Transit as not in the competitive range and cannot be reasonably made to be within the competitive range, will be notified in writing.
4. **Discussions with Offerors in the Competitive Range.** The Offerors whose proposals are found by STAR Transit to be within the competitive range or may be reasonably made to be within the competitive range, will be contacted by STAR Transit to answer any questions and/or requests for clarifications. Each such Offeror may be invited for a private interview(s) and discussions with STAR Transit to discuss answers to written or oral questions, clarifications, and any facet of its proposal.

In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understandings to any Contract requirements as provided in "Form

for Proposal Deviation”, said conditions, exceptions, reservations or understandings may be negotiated during these meetings. However, STAR Transit shall have the right to reject any and all such conditions and/or exceptions and instruct the Offeror to amend its proposal and remove said conditions and/or exceptions; and any Offeror failing to do so may cause STAR Transit to find such proposal to be outside the competitive range.

No information, financial or otherwise, will be provided to any Offeror about any of the proposals from other Offerors. Offerors will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. Offerors will not be told of their rankings among the other Offerors.

5. **Best and Final Offers (BAFO).** Offerors are reminded the BAFO’s may not be requested and therefore their first submission should always be their best possible offer. If BAFO’s are requested, once all interviews have been completed, each of the Offerors in the competitive range will be afforded the opportunity to amend its proposal and make its BAFO. The request for BAFO’s shall include:
  - a. Notice that discussions/negotiations are concluded;
  - b. Notice that this is the opportunity for submission of a BAFO;
  - c. A common date and time for submission of written BAFO’s, allowing a reasonable opportunity for preparation of the written BAFO’s;
  - d. Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFO’s and is subject to the late submissions, modifications, and withdrawals of proposals provisions of the Request for Proposal;
  - e. Notice that if Offerors do not submit a BAFO or a notice of withdrawal and another BAFO, their immediate previous offer will be construed as their BAFO.

Any modifications to the initial proposals made by an Offeror in its BAFO shall be identified in its BAFO. BAFO’s will be evaluated by STAR Transit according to the same requirements and criteria as the initial proposals “Proposal Selection Process”. STAR Transit will make appropriate adjustments to the initial scores for any sub-criteria and criteria which have been affected by any proposal modifications made by the BAFO’s. These final scores and rankings within each criterion will again be arrayed by STAR Transit and considered according to the relative degrees of importance of the criteria defined in “Proposal Evaluation Criteria”.

STAR Transit will make the award to the responsible Offeror whose proposal is most advantageous to STAR Transit. Accordingly, STAR Transit may not necessarily make an award to the Offeror with the highest technical ranking nor award to the Offeror with the lowest price proposal if doing so would not be in the overall best interest of STAR Transit.

STAR Transit reserves the right to make an award to an Offeror whose proposal it judges to be most advantageous to STAR Transit based upon the evaluation criteria, without conducting any written or oral discussions with any Offerors or solicitation of any BAFO’s.

## **1.6 RESPONSE TO PROPOSALS ACCEPTANCE/REJECTION OF PROPOSALS**

STAR Transit reserves the right to reject any or all proposals for sound business reasons, to undertake discussions with one or more Offerors, and to accept that proposal or modified proposal which, in its judgment, will be most advantageous to STAR Transit, price and other evaluation criteria considered. STAR Transit reserves the right to consider any specific proposal which is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive. STAR Transit reserves the right to waive any defects, or minor informalities or irregularities in any proposal which do not materially affect the proposal or prejudice other Offerors.

If there is any evidence indicating that two or more Offerors are in collusion to restrict competition

or otherwise engaged in anti-competitive practices, the proposals of all such Offerors shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by STAR Transit.

STAR Transit may reject a proposal that includes unacceptable deviations as provided in “Conditions, Exceptions, Reservations or Understandings”

### **Single Proposal Response**

If only one proposal is received in response to this RFP and it is found by STAR Transit to be acceptable, a detailed price/cost proposal may be requested of the single Offeror. A price or cost analysis, or both, possibly including an audit, may be performed by or for STAR Transit of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Offeror has agreed to such analysis by submitting a proposal in response to this RFP.

**Price analysis:** An evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise an Offeror’s price proposal. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a similar time frame. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.

Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price.

**Cost analysis:** A more detailed evaluation of the cost elements in the Offeror’s offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Offeror’s performance should cost. A cost analysis is generally conducted to determine whether the Offeror is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable and reasonable.

Any such analyses and the results there from shall not obligate STAR Transit to accept such a single proposal; and STAR Transit may reject such proposal at its sole discretion.

### **Appeals**

Appeals to STAR Transit’s decision of approved equals or clarifications of specifications must be in writing and received by STAR Transit by the time specified in the schedule. STAR Transit has no obligation to consider appeals not received within the time specified in the Schedule.

### **Protests**

Protests resulting from the award of a contract through the RFP procedure must be made in writing to STAR Transit’s Contracting Officer within three working days of the letter of non-selection to the Offeror. The protest must outline the specific portion of the specification or proposal procedure that had been violated.

Protests by an interested party regarding this procurement shall be made in accordance with Chapter 2155 of the Texas Government Code. After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) or the U.S. Department of Transportation pursuant to the procedures provided in FTA C 4220.1F, or the Texas Department of Transportation (TxDOT). Alleged violations of certain federal requirements provide a separate complaint procedure. See, for example, Buy America Requirements, 49 CFR 661 and Participation by Disadvantaged Business Enterprise in Department of Transportation Programs, 49 CFR 23.

Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

**Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is included in the Forms Section. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Offeror.

**Disclosure of Interested Parties**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295), which is available at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. STAR Transit require the selected Contractor to file Form 1295 electronically with the Commission at the time of Contract Award.

**Bid Protest Policy**

Protests resulting from the award of a contract through the RFP procedure must be made in writing to STAR Transit's Contracting Officer within three working days of the letter of non-selection to the Offeror or proposer. The protest must outline the specific portion of the specification or proposal procedure that had been violated.

As an FTA funding recipient, STAR Transit is required to notify and keep FTA updated about the status of the protest when it receives a third-party contract protest to which this circular applies an award given by STAR Transit.

The protester must exhaust its administrative remedies by pursuing the recipient's protest procedures to completion before appealing the recipient's decision to FTA.

Protests by an interested party, as in a party that is an actual or prospective Offeror whose direct economic interest would be affected by the award or failure to award the third-party contract at issue, regarding this procurement shall be made in accordance with Chapter 2155 of the Texas Government Code. After such administrative remedies, have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) or the U.S. Department of Transportation pursuant to the procedures provided in FTA C 4220.1F. Alleged violations of certain federal requirements provide a separate complaint procedure. See, for example, Buy America Requirements, 49 CFR 661 and Participation by Disadvantaged Business Enterprise in Department of Transportation Programs, 49 CFR 23.

The protester must deliver its appeal to the FTA Regional Administrator within five working days of the date when the protestor has received actual or constructive notice of the recipient's final decision or when the protestor has identified other grounds for appeal to FTA, such as, the recipient's failure to have or failure to comply with its protest procedures or failure to review the protest.

Failure to comply with the above protest procedures renders a protest untimely and/or inadequate and shall result in its rejection.

In the event of a timely protest received by the Contracting Officer, the following steps are performed: The Contracting Officer affects a stay of procurement during the protest.

- If the contract has not been awarded, award is delayed until all administrative and judicial remedies have been exhausted. All Offerors or proposers on the vendor mailing list are advised of the protest and of the delay in the procurement.

- The Executive Director may make a determination, in writing, that the award of a contract without delay is necessary to protect the interests of STAR Transit. This written determination is made part of the contract file by the Contracting Officer.
- The Contracting Officer notifies the President/CEO and the affected department head that a bid or proposal protest has been received.
- The Contracting Officer conducts an investigation into the protest with the assistance of STAR Transit staff or other personnel as required.
- The Contracting Officer may meet with the protesting vendor or request additional information from the vendor during the investigation
- The Contracting Officer issues the findings of the investigation in writing to all interested parties and the written report, including the original protest, is made a part of the contract file.
- The Grants and Budget Department acts as the direct liaison with FTA. The Contracting Officer supplies any records or documents requested by the Grants and Budget Department for FTA.
- The Contracting Officer makes any necessary changes to the procurement process, as pertaining to the protested bid/proposal, resulting from FTA's decision.
- The Contracting Officer makes the written report of FTA, including all related correspondence, a part of the contract file.

**Contractor Status**

Contractor is an independent Contractor of STAR Transit, and all persons employed to furnish services or to perform work hereunder are employees, agents or Subcontractors of Contractor and not of STAR Transit. No provision of this agreement shall be construed to give rise to a partnership, joint venture, agency, employer/employee relationship, or any relationship between Contractor and STAR Transit other than that of principal and independent Contractor.

**Indemnification/Defense of STAR Transit**

Contractor agrees to and does hereby assume full liability and responsibility for and hereby releases and covenants and agrees to indemnify, hold harmless and defend STAR Transit and the members of the Board of Directors and executive committee, officers, principals, agents and employees of each of them (hereinafter collectively "Indemnified Persons") from and against any and all damages, payments, costs, losses, expenses, and liability of every kind whatsoever related to all claims for damages or injuries to persons or property of any nature whatsoever (including any claims which may arise on the part of the Contractor, its officers, agents, principals, employees, and subcontractors) arising out of or incident to this solicitation or the contract(s) resulting from this solicitation, or which are in any way related to such solicitation or contract(s) or to Contractor's activities thereunder, or are incident to the grant or exercises of any of the rights and privileges described in such solicitation or contract(s), other than claims resulting solely from the negligence of one or more of the Indemnified Persons. By way of inclusion and not limitation, the liability and responsibility assumed and the claims, damages, payments and expenses released and indemnified against are specifically agreed to include any growing out of or related to libel, slander, and the like, and infringement of patents, copyrights, trademarks, service marks and the like, including claims arising out of the use by any of the Indemnified Persons of any documentation, publication, appliance, tool, equipment or apparatus supplied under such solicitation or contract(s).

STAR Transit will promptly notify Contractor of any such claim and will cooperate with Contractor in

defending against any such claim. In the event any suit or legal proceeding of any kind is brought against any of the Indemnified Persons on account of any claim described in the preceding paragraph, Contractor agrees to assume the defense thereof and to pay all expenses relating thereto and in connection therewith and all judgments and levies that may be obtained against any of the Indemnified Persons as a result of any such suit or proceeding, specifically including fines, penalties, attorney's fees, exemplary damages, and interest; and Contractor agrees to at once cause any such judgments and levies to be dissolved and discharged by paying same, giving bond or otherwise.

Contractor also agrees to pay STAR Transit promptly upon receipt of statements therefore, any and all attorney's fees and other expenses reasonably incurred by them directly or indirectly related to any claims.

### **No Assignment**

Any contract resulting from or related to this solicitation and all rights and obligations thereunder are non-assignable in whole or in part by Contractor without the prior express written consent of STAR Transit, and any attempted assignment without such consent shall constitute a material default of Contractor under the underlying contract, and may be considered void for all purposes at the election of STAR Transit.

## **1.7 TYPE AND TERM OF CONTRACT**

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STAR Transit shall negotiate and enter into an agreement which will be one (1) year term with the option to renew in increments of one (1) year terms for up to five (5) years total. The cost of the options periods will be agreed upon by STAR Transit and the offeror.

## **1.8 INVOICING AND PAYMENT**

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Invoices are to be submitted to STAR Transit's Administrative Office located at PO Box 703, Terrell, TX 75160. STAR Transit is tax exempt therefore, invoices cannot include any sales taxes.

STAR Transit agrees to pay all invoices on a net 30-day payment cycle or three days after the receipt of State and Federal funds, whichever is later. This Agreement is contingent upon the receipt of State and Federal funds. Loss of such funds will nullify this contract.

## **1.9 BONDING AND INSURANCE**

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**General Liability Insurance.** Contractor will be required to carry liability insurance for the length of the contract in of amount of \$1 million for the length of the contract.

**Workman's Compensation.** Contractor will be required to carry Workers Compensation Insurance for the length of the contract.

**Employee Dishonesty Bond.** Contract will be required to carry an employee Dishonesty bond in the amount of \$20,000 for the length of the contract.

After award, proof of the required insurance will be required prior to contract signing.

STAR Transit is to be named as additional insured on the General Liability Insurance. The General Liability and Workers Compensation policies must include a Waiver of Subrogation in favor of STAR Transit. The insurance policies provided by Contractor shall also be endorsed to provide STAR Transit with 60 days advance written notice prior to any cancellation or reduction in coverage, and 10 days' notice for non-payment of premium.

## **1.10 DISADVANTAGED BUSINESS ENTERPRISES**

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This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The agency's overall goal of Disadvantaged Business Enterprises (DBE) is 1.7%

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the

performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as STAR Transit deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the Offerors commitment to use a DBE Subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Offerors must present the information required above as a matter of responsiveness with initial proposals.

The Contractor is required to pay its Subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from STAR Transit. In addition, the Contractor is required to return any retainage payments to those Subcontractors within 30 days after the Subcontractor's work related to this contract is satisfactorily completed.

The Contractor must promptly notify STAR Transit, whenever a DBE Subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE Subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE Subcontractor and perform that work through.



## Section 2 Project Specifications

### 2.1 PURPOSE

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The purpose of STAR Transit's RFP # 2020100 is to solicit proposals for the purchase and delivery of bulk fuel and other vehicle lubricants used in our fleet of vehicles, and to establish a working contract for a designated period. It is the intent of STAR Transit to select a single vendor to accomplish and/or supply all commodities or services outlined in this bid; however, STAR Transit reserves the right to award separate contracts for any one item listed on the bid sheets. The option to add additional lubricants as needed as well. All Offerors have the option to bid on one or all items listed.

### 2.2 SPECIFIC DELIVERY AND ORDERING INFORMATION

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Orders for delivery shall be made by phone, fax or email and a purchase order number referenced. Deliveries are to be made by the end of the next working day from the date the order is placed. Supplier is required to furnish the name of the person to contact, and the telephone number to place delivery for orders. STAR Transit reserves the right to inspect bulkheads and measure content of tanks before, at the time of and/or after delivery. All deliveries are to be made during normal working hours of 8:00 am to 4:00 pm., Monday through Friday, excluding holidays, and will be made to the following one (1) location:

- **STAR Transit Main Office**
  - 500 INDUSTRIAL BLVD, TERRELL, TX 75160
    - TANK NO. 1- UNLEADED 10,000 GALLONS-ABOVE GROUND

### 2.3 PRODUCT ESTIMATES AND USAGE

---

Quantities shown below are estimates only, based on previous and anticipated annual usage. A tabulation of bids will be prepared based on the estimated usage.

<b>Avg Gal Estimated in FY2018</b>	
<b>Month</b>	<b>Unleaded</b>
J	9,978.02
F	9,978.02
M	9,978.02
A	9,978.02
M	9,978.02
J	9,978.02
J	9,978.02
A	9,978.02
S	9,978.02
O	9,978.02
N	9,978.02
D	9,978.02
<b>TOTAL</b>	<b>119,736</b>
<b>Average</b>	<b>9,978</b>

**Estimated Fuel Usage for Contract:**

Length of Time	Unleaded
Yearly Usage	119,736
Monthly Usage	9,978

**2.4 PRODUCT SPECIFICATIONS**

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- REGULAR UNLEADED GASOLINE, WITH A MINIMUM PUMP (R+M) 12 OCTANE RATING OF 87.
- OCTANE RATING BELOW 87 WILL NOT BE ACCEPTABLE.

**2.5 NET DELIVERY**

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All fuel delivered shall be on a net gallon basis temperature corrected to API gravity at 60 degrees Fahrenheit. Proper measurement must be verified by Tank Truck Bill of Lading or by temperature adjusted tank strapping's showing net volume at delivery.

**2.6 PRODUCT QUALITY**

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Fuels to be supplied under this contract shall meet the specifications listed above and be free from contamination. The participating entities reserve the right to test fuel quality upon delivery, prior to and after unloading. Should test results show that fuel contains contamination, it will be rejected. The offeror shall be responsible for pumping out of the fuel tank(s), any water and any other associated cost of removal/cleanup of site(s) when notified.

## Section 3 Required Forms

**ALL FORMS BELOW MUST BE SUBMITTED WITH PROPOSAL**

- ACKNOWLEDGMENT OF ADDENDUM
- REQUEST FOR CHANGE OR APPROVED EQUAL
- PROPOSAL DEVIATION FORM
- BUY AMERICA
- DBE COMPLIANCE STATEMENT
- DBE SCHEDULE OF UTILIZATION
- DBE GOOD FAITH EFFORT
- CONFLICT OF INTEREST
- REFERENCES - VENDOR
- PRICING SCHEDULE
- SUSPENSION AND DEBARMENT CERTIFICATION FORM
- DELINQUENT STATE BUSINESS TAX CERTIFICATION
- OFFER
- PTN-130

**Failure to submit ALL of the above items properly completed may be cause for disqualification of your bid. All forms must be signed by the person authorized to bind the offering Offeror to the terms of the proposal.**

**3.1 ACKNOWLEDGMENT OF ADDENDUM**

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**RFP # 2020100**

The undersigned acknowledges receipt of STAR Transit's Request for Proposals and the following addendums to STAR Transit's Solicitation Package.

**ACKNOWLEDGMENT OF ADDENDUM**

- Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_
- Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Failure to acknowledge receipt of all amendments may cause Offeror to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with bid/proposal.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name (print)

\_\_\_\_\_  
Name and Title (print)

\_\_\_\_\_  
Date

**3.2 REQUEST FOR CHANGE OR APPROVED EQUAL**

**RFP # 2020100**

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name and must be submitted as far in advance of the Due Date as specified in "Solicitation Schedule".

Deviation #: \_\_\_\_\_ Solicitation Ref: #2020100 Page: \_\_\_\_\_ Section: \_\_\_\_\_

Questions/Clarification or Approved Equal:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name (print)

\_\_\_\_\_  
Name and Title (print)

\_\_\_\_\_  
Date

STAR Transit:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3.3 PROPOSAL DEVIATION FORM**

**RFP # 2020100**

The following form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal according to "Conditions, Exceptions, Reservations and Understandings".

Deviation #: \_\_\_\_\_ Page: \_\_\_\_\_ Section: \_\_\_\_\_

**Complete Description of Deviation:**

**Rational (Pros & Cons)**

Authorized Signature

Company Name (print)

Name and Title (print)

Date

**3.4 BUY AMERICA**

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**Certificate of Compliance**

The Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

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Authorized Signature

---

Company Name (print)

---

Name and Title (print)

---

Date

OR

**Certificate of Non-Compliance**

The Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

---

Authorized Signature

---

Company Name (print)

---

Name and Title (print)

---

Date

**3.5 DBE COMPLIANCE STATEMENT**

**RFP # 2020100**

Check the statement which applies to your bid.

- 1.  **BID MEETS OR EXCEEDS DBE PERCENTAGE PARTICIPATION GOAL ESTABLISHED FOR THIS PROCUREMENT.**  
You must submit the Schedule of DBE Utilization (Forms page A36 in the BPPM) along with bid. If you are a certified DBE, complete the first set of questions on Schedule of DBE Utilization for yourself and submit your certification number from certifying agency. Submit certification numbers for each DBE you intend to use.
  
- 2.  **BID DOES NOT MEET THE DBE PERCENTAGE PARTICIPATION GOAL ESTABLISHED FOR THIS PROCUREMENT, BUT YOU HAVE MADE BONA FIDE GOOD FAITH EFFORTS TO REACH THOSE GOALS.**  
If this statement applies, you must submit the Schedule of DBE Utilization and the DBE Good Faith Effort Documents (Forms page A-36 in the BPPM) along with bid, together with all other documentation of good faith efforts which you wish STAR Transit to consider in evaluation your bid. Only documentation submitted with bid will be considered. Submit certification numbers for each DBE you intend to use.
  
- 3.  **BID DOES NOT HAVE ANY DBE PERCENTAGE PARTICIPATION FOR THIS PROCUREMENT, BUT YOU BELIEVE THIS PROCUREMENT MEETS THE FOLLOWING EXCEPTION TO STAR TRANSIT'S DBE POLICY:**  
"This solicitation is for the procurement of a standard manufactured item or other similar procurement with no subcontracting opportunities."

Firm should check Yes or NO to both questions below and then explain in the exception information area below. Failure to provide an explanation may render the bid non-responsive. (Subcontracting opportunities may include delivery, assembly, installation, painting, supplies etc. Supplies are items purchased specifically for this procurement other than the standard manufactured item requested by the invitation for bid).

- a) WILL YOU PERFORM THIS ENTIRE CONTRACT WITHOUT SUBCONTRACTORS?    YES     NO
  
- b) WILL YOU PERFORM THIS ENTIRE CONTRACT WITHOUT SUPPLIERS?    YES     NO

(If you answered NO to either question above, please fully explain why you are seeking the exception. The existence of Subcontractor and supplier opportunities, usually indicate that option #2 and the Good Faith Effort Documents apply.)

**Explanation:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name (print)

\_\_\_\_\_  
Name and Title (print)

\_\_\_\_\_  
Date

(Note: Failure to complete and return the DBE forms as indicated above, will result in rejection of the bid. The making of a material misrepresentation of fact could be a basis of disqualification and may cause a firm to be considered for classification as an irresponsible contractor and barred from STAR Transit work for a period of not exceeding six months).



**3.6 DBE SCHEDULE OF UTILIZATION**

Information on the DBE program: [www.dot.state.tx.us/business/business\\_outreach/dbe.htm](http://www.dot.state.tx.us/business/business_outreach/dbe.htm)  
 Certified DBE Vendors: [www.dot.state.tx.us/business/tucp/default.htm](http://www.dot.state.tx.us/business/tucp/default.htm)

List all DBE's expected to participate in performing the contract resulting from this solicitation. If you have no DBE participation, but you are subcontracting out (i.e. work deliveries, transportation, parts and supplies, etc.) a portion of this procurement, then sign and date this form below and completely and thoroughly fill out and sign the Good Faith Effort Documents.

NOTE: Any firm listed below must be certified by the Texas Unified Certification Program (TUCP) and their corresponding certification number must be listed.

\_\_\_\_\_ **RFP # 2020100**  
**Name of prime Contractor (print)** **Bid Number**

Note: If Prime Contractor is a certified DBE complete first section below for self.

\_\_\_\_\_  
 Name of DBE Subcontractor of DBE Prime Contractor:

\_\_\_\_\_  
 Address & Telephone Number:

Specify Subcontracting Tier: \_\_\_\_\_ Type of Work to be Performed: \_\_\_\_\_

Dollar Amount for Work: \$ \_\_\_\_\_ TUCP Certification#: \_\_\_\_\_

\_\_\_\_\_  
 Name of DBE Subcontractor of DBE Prime Contractor:

\_\_\_\_\_  
 Address & Telephone Number:

Specify Subcontracting Tier: \_\_\_\_\_ Type of Work to be Performed: \_\_\_\_\_

Dollar Amount for Work: \$ \_\_\_\_\_ TUCP Certification#: \_\_\_\_\_

\_\_\_\_\_  
 Name of DBE Subcontractor of DBE Prime Contractor:

\_\_\_\_\_  
 Address & Telephone Number:

Specify Subcontracting Tier: \_\_\_\_\_ Type of Work to be Performed: \_\_\_\_\_

Dollar Amount for Work: \$ \_\_\_\_\_ TUCP Certification#: \_\_\_\_\_

The undersigned will enter into a formal agreement with DBE Subcontractors for work listed above in this schedule conditioned upon execution of a contract with STAR Transit.

\_\_\_\_\_  
 Signature Title Date

(Offeror may make additional copies of this schedule as needed to list all DBE Subcontractors that will be used on this contract.)

**3.7 DBE GOOD FAITH EFFORT DOCUMENTATION (PAGE 1 OF 2)**

**RFP # 2020100**

If the Offeror did not meet or exceed STAR Transit’s DBE subcontracting goal, then the Offeror must comply with STAR Transit’s DBE policy by documenting that good faith efforts were made. Please place a Yes or No in blanks below for items one, two and three to indicate if you have completed the good faith effort form, attached any related support documents, and provided any additional information/ support/clarification beyond that requested in the good faith effort documents. Item number three (providing additional information) is at the Offeror’s responsibility to ensure that sufficient information is provided to STAR Transit, so that good faith efforts can be comprehensively evaluated.

I, the Offeror, have (YES or NO):

- Yes  No 1) Completely filled out this good faith effort form with signature and date,
- Yes  No 2) Attached any related supporting documents, and also
- Yes  No 3) Provided any additional information and/or documents that I (the Offeror) deemed necessary to support and/or clarify the good faith efforts that I made.

It is the Offeror’s responsibility to correctly, accurately, and substantively provide all necessary information to STAR Transit, at the time of bid submission. The information provided by the Offeror must be sufficient enough for STAR Transit to determine that the efforts made by the Offeror to obtain DBE participation were such efforts that an Offeror actively and aggressively seeking to meet those goals would make. Actions or efforts which are merely “pro forma” or “going through the motions” do not constitute good faith efforts to obtain the participation of DBEs. STAR Transit will look not only at the different kinds of efforts that the Offeror has made, but also the quality and intensity of those efforts.

This information will then be evaluated by STAR Transit’s DBE Department or a designee of STAR Transit for good faith effort compliance. Failure to comply will render the bid non-responsive.

Note: The information requested below is not intended to be an inventory or check list. The DOT does not require STAR Transit to insist that any Offeror do any particular one or any combination of the items on this list. It is not intended to be an exclusive or exhaustive list of all actions an Offeror, acting in good faith actively or aggressively seeking to obtain DBE participation would make. Other types of efforts or factors may be relevant in appropriate cases.

- 1. Please list each and every subcontracting and/or supplier opportunity which will be available in the completion of this project, regardless of whether it is to be provided by a DBE or non-DBE. Use additional sheets, if needed.

Subcontracting Opportunities	Supplier Opportunities
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

- 2. Did you obtain a list of DBE firms from STAR Transit’s DBE Department? A list may or may not have been included with the Invitation for Bid. If one was not included, or if additional lists are needed, they can be obtained from the DBE Department upon request. The DBE Department can provide lists, when requested, by subcontracting areas. Yes No
- 3. Did you attend the pre-bid teleconference scheduled by STAR Transit? **N/A**  
Did you request bids from DBEs that also attended the pre-bid conference?  Yes  No If Yes, list DBE Firm/Person Contacted.
- 4. Did you solicit bids from DBEs, within the subcontracting and/or supplier areas that you listed previously on question number one above by mail?  Yes  No
- 5. Did you solicit bids from DBEs, within the subcontracting and/or supplier areas that you listed previously on question number one above by fax? Yes No

- 6. Did you solicit bids from DBEs, within the subcontracting and/or supplier areas that you listed previously on question number one above by telephone?  Yes  No
- 7. Did you solicit bids from DBEs, within the subcontracting and/or supplier areas that you listed previously on question number one above by some other means?  Yes  No If Yes, please explain. \_\_\_\_\_
- 8. Did you advertise in local newspapers?  Yes  No If yes, then please attach a copy(s) of advertisements, with the date advertised and list the specific newspapers that were used.
- 9. Please provide the following information for every DBE firm that you contacted by any method or that initiated contact with you, but will NOT be used on this contract:
  - \_\_\_\_\_ a) Attach a listing of every DBE firm that you solicited a bid from or that initiated contact with you to ask about and/or submit an unsolicited bid to you. Include their mailing address, phone and fax numbers, and the date that solicitations were sent. Also, include the method used for the solicitation (i.e. mail, fax, phone, person contact, etc.). If you have a DBE contact name, include that as well.
  - \_\_\_\_\_ b) Indicate the subcontracting area(s) that you solicited bids on from each DBE firm and/or the subcontracting areas(s) for which each DBE firm submitted a bid to you, if different from what you solicited.
  - \_\_\_\_\_ c) If DBE firms submitted bids, but those bids were rejected, provide an explanation for rejecting those bids and attach documentation to support the reason for rejecting the bid (i.e. letters, memos, DBE bid amount, telephone notes, meeting notes, etc.)
  - \_\_\_\_\_ d) If a DBE firm's bid was rejected because of price, then list the DBE firm's bid price and the name and bid price of the Subcontractor or supplier that you will use in lieu of the rejected DBE firm.
  - \_\_\_\_\_ e) Indicate the number of times that follow-up contact was made with DBE firms after the initial solicitations of interest.
- 10. Did you contact all DBE firms that you solicited bids from in a timely manner such that the DBE firms had at least ten days prior to the bid submission date to prepare and submit a bid to you? If No, please explain.
- 11. Did you negotiate in good faith with interested DBE firms by, for instance, providing timely information regarding plans and specifications, breaking down subcontracts into economically feasible units to facilitate DBE participation, maintaining accessible lines of communications, etc.?
- 12. Did you assist interested DBE firms in obtaining bonding, lines of credit, or insurance required by STAR Transit or by you as prime Contractor? Yes  No  If Yes, please explain.

**ADDITIONAL INFORMATION**

Please provide any additional information and/or documents that you (the Offeror) deem necessary to support and/or clarify that you made good faith efforts to meet the DBE subcontracting goal (be sure to attach any support documents).

**Note: Failure to complete and return DBE forms as indicated above, will result in rejection of the bid. The making of a material misrepresentation of fact could be a basis for disqualification and may cause a firm to be considered for classification as an irresponsible Contractor and barred from STAR Transit work for a period of not exceeding six months.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name (print)

\_\_\_\_\_  
Name and Title (print)

\_\_\_\_\_  
Date

**3.8 CONFLICT OF INTEREST ACKNOWLEDGMENT AND CERTIFICATION****RFP # 2020100**

Policy: A conflict of interest may occur if outside activities or personal interests influence or appear to influence objective decision making in the course of STAR Transit-related responsibilities and duties. A conflict may also exist if the demands of any outside activities hinder or distract your job performance or cause you to use STAR Transit resources for other than STAR Transit purposes. Employees are expected to exhibit professional loyalty to the STAR Transit. Employees are expected to avoid conflicts of interest and opportunities for personal gain for themselves individually, members of their immediate families and others which may impede their best judgment.

The following are guidelines for Board of Directors and employees regarding interests outside of the business conducted by STAR Transit:

- A. Employees, or members of their respective families should not have substantial financial or business interest with a competitor, customer or supplier of STAR Transit without first reviewing the nature of activity with STAR Transit’s legal counsel.
- B. Each employee’s employment should be his/her first business priority. Any other employment or business activity will be considered secondary and should not interfere with individual employee job performance and responsibilities. Approval for secondary employment requires the approval of the STAR Transit’s President/CEO.

Disclosures: Your obligation, as a prospective Contractor under this solicitation, is to disclose fully all information you have or may acquire which has to do with any such Benefit, which may come to any Related Person or Other Related Person. In considering the possibility of the existence of such benefit, you also need to consider each person and firm you believe may be involved as a joint venturer, or Subcontractor, or other similar role in carrying out and performing a contract with STAR Transit pursuant to the solicitation. In other words, if you are aware of any business, financial, or other interest, or actual or potential employment relationship between any Related Person or any Other Related Person, on the one hand, and yourself or any other person or firm you believe may be involved in carrying out the contract to be awarded pursuant to this solicitation, on the other hand, you have an affirmative obligation to fully disclose that information to STAR Transit. You are encouraged to contact STAR Transit Director of Administration or the Executive Vice President prior to the deadline for submitting your Response (defined as a bid, proposal or other response to this solicitation), make such disclosure, and request a ruling as to whether any prohibited conflict of interest does in fact exist.

In order for your Response to be considered RESPONSIVE to this solicitation, it is mandatory that you complete and execute the Acknowledgment and Certification below, and include with your Response, written disclosure of all information relative to any potential conflict of interest which may be known to you, and which you have not disclosed to STAR Transit in writing prior to the submission of your Response.

**(POTENTIAL CONTRACTOR)**

The undersigned potential Contractor of STAR Transit hereby acknowledges receipt and understanding of the Conflict of Interest provisions set out above; and hereby certifies that, except as heretofore or herewith fully disclosed in writing, to the best of potential Contractor’s knowledge and belief, no such conflict exists, or is likely to exist in the future pertaining to this procurement should the contract be awarded to potential Contractor; and potential Contractor further hereby promises to promptly notify STAR Transit in writing if such knowledge or belief changes in the future.

By: \_\_\_\_\_

**Signature and Title of Authorized Official of Potential Contractor**

\_\_\_\_\_  
**Name of Potential Contractor (print)**

**(RECOMMENDED SUBCONTRACTOR)**

The undersigned potential subcontractor of STAR Transit hereby acknowledges receipt and understanding of the Conflict of Interest provisions set out above; and hereby certifies that, except as heretofore or herewith fully disclosed in writing, to the best of potential Subcontractor’s knowledge and belief, no such conflict exists, or is likely to exist in the future pertaining to this procurement should the contract be awarded to potential Subcontractor; and potential Subcontractor further hereby promises to promptly notify STAR Transit in writing if such knowledge or belief changes in the future.

By: \_\_\_\_\_

**Signature and Title of Authorized Official of Recommended Subcontractor**

\_\_\_\_\_  
**Name of Recommended Subcontractor (print)**

Note: Offeror shall make copies of the Conflict of Interest document and Acknowledgment and Certification form and provide same to each Subcontractor Offeror recommends for the contract. Offeror is required to secure an acknowledgment and certification from each Subcontractor Offeror recommends and submit such certification to STAR Transit prior to a Subcontractor beginning any work under this contract.

**3.9 REFERENCES - VENDOR**

**RFP # 2020100**

Provide a minimum of three references within the past five years in which a similar service was provided. Provide company name, address, contact person, phone, fax, and email. **Be sure to include a valid email as references are check via email.**

Company Name:		
Address:		
Contact Person:		
Email:		
Phone:		Fax:

Company Name:		
Address:		
Contact Person:		
Email:		
Phone:		Fax:

Company Name:		
Address:		
Contact Person:		
Email:		
Phone:		Fax:

**3.10 PRICING SCHEDULE**

**RFP # 2020100**

To be accepted, bidders must thoroughly complete all blanks in this section. Offerors must ensure that all calculations are correct. If there are discrepancies in unit price and total, **unit price will prevail.**

Offerors are required to enter the amount in Item B to four (4) decimal places, for "Transport Truck Deliveries" (TTD) and "Less Than Full Transport Truck Deliveries" (LTFTTD) based on the estimated quantities. Offerors must bid on all types of fuel in order to be considered for a contract award.

Bid process must not take into account the State of Texas mandated Petroleum Product Deliver Fee or the State Road Tax. If awarded a contract, the successful vendor will collect these applicable taxes/fees by itemizing each invoice.

**Sample Pricing**

**Gasoline, Unleaded, 87  
Octane Transport Truck  
Delivery (TTD)**

Minimum less than transport load in U.S. Gallons: 7000

(A) OPIS \$/ GALLON As of 7/02/14	(B) Profit Per Gallon	(C) Total Unit Price Per Gallon
\$2.9077	\$.023	\$2.9307

**Item #1 Gasoline, UNLEADED, 87 OCTANE  
TRANSPORT TRUCK DELIVERY (TTD)**

Minimum less than transport load in U.S. Gallons: \_\_\_\_\_

(A) OPIS \$/ GALLON As of 3/27/17	(B) Profit Per Gallon	(C) Total Unit Price Per Gallon
\$1.5378	\$ _____	\$ _____

**Item #2 Gasoline, UNLEADED, 87 OCTANE  
LESS THAN FULL TRANSPORT TRUCK DELIVERY (LTFTTD)**

Minimum less than transport load in U.S. Gallons: \_\_\_\_\_

(A) OPIS \$/ GALLON As of 3/27/17	(B) Profit Per Gallon	(C) Total Unit Price Per Gallon
\$1.5378	\$ _____	\$ _____

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name (print)

\_\_\_\_\_  
Name and Title (print)

\_\_\_\_\_  
Date

**3.11 SUSPENSION AND DEBARMENT CERTIFICATION FORM**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

*This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, 2 C.F.R. part 180, 2 C.F.R part 1200, 2 C.F.R. § 200.213, and 2 C.F.R. part 200 Appendix II (I).*

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)**

The prospective primary Respondent/Contractor certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary Respondent/Contractor is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

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

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

NAME / TITLE: \_\_\_\_\_

RESPONDENT/  
CONTRACTOR: \_\_\_\_\_

### INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the Respondent/Contractor is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Respondent/Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Owner's determination whether to enter into this transaction. However, failure of the Respondent/Contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Owner determined to enter into this transaction. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
3. The Respondent/Contractor shall provide immediate written notice to the Owner to which this proposal is submitted if at any time the Respondent/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "bid," "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and 12689. You may contact the Owner to which this proposal is submitted for assistance in obtaining a copy of those regulations (2 C.F.R. part 180, 2 C.F.R part 1200, 2 C.F.R. § 200.213 and 2 C.F.R. part 200 Appendix II (I)).
5. The Respondent/Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a Subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Owner entering into this transaction.
6. The Respondent/Contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions," provided by the Owner entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Respondent/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 6 of these instructions, if a Respondent/Contractor in a covered transaction knowingly enters into a lower tier covered transaction with a Subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.



9. The Respondent/Contractor also agrees to include these requirements in each subcontract, or a lower tier covered transaction, exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

**3.12 DELINQUENT STATE BUSINESS TAX CERTIFICATION**

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All Offerors shall certify that Offerors is not delinquent in a tax owed the state under Chapter 171, Tax Code, pursuant to the Texas Business Corporation Act, Texas Statutes, Article 2.45.

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

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

NAME / TITLE: \_\_\_\_\_

RESPONDENT/  
CONTRACTOR: \_\_\_\_\_

**3.13 OFFER****RFP # 2020100**

By execution below Offeror hereby offers to furnish equipment and services as specified in STAR Transit's RFP # 2020100 including any addendums that have been issued and guarantees that the product offered will meet or exceed specifications in this RFP.

Offeror certifies that it has read all of the offer documents and agrees to abide by all of the federal clauses, terms, certifications, and conditions thereof.

The Offeror agrees that the bid pricing will remain valid for a period of not less than ninety (90) days from the date of submission; and

The submitted bid includes all pricing needed for award and that no further options will be needed upon award.

---

Authorized Signature

---

Legal Company Name (print)

---

Name and Title (print)

---

Date

---

Address

---

City, State & Zip

---

Telephone

---

E-mail

---

Tax ID # or SSN

## Attachment A: OPIS PRICING

DALLAS METRO, TX

2019-09-21 10:00:27 EDT

\*\*OPIS CONTRACT BENCHMARK FILE\*\*

\*\*OPIS GROSS CBOB ETHANOL(10%) PRICES\*\*

7.8 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Valero	b 1-10	180.40	- 2.45	195.40	- 1.95	-- --	-- --	09/20	18:00
PSX	b 1-10	180.51	- 2.00	-- --	-- --	-- --	-- --	09/20	18:00
Valero	u N-10	193.23	- 2.50	207.48	- 2.50	-- --	-- --	09/20	18:00
Delek	u N-10	250.00o +	.00	-- --	-- --	-- --	-- --	09/04	18:00
LOW RACK		180.40		195.40		-- --			
HIGH RACK		193.23		207.48		-- --			
RACK AVG		184.71		201.44		-- --			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB DALLAS METRO		170.98		-- --		-- --			
BRD LOW RACK		180.40		195.40		-- --			
BRD HIGH RACK		180.51		195.40		-- --			
BRD RACK AVG		180.46		195.40		-- --			
UBD LOW RACK		193.23		207.48		-- --			
UBD HIGH RACK		193.23		207.48		-- --			
UBD RACK AVG		193.23		207.48		-- --			
CONT AVG-09/21		184.71		201.44		-- --			
CONT LOW-09/21		180.40		195.40		-- --			
CONT HIGH-09/21		193.23		207.48		-- --			

o=out of product

ADDITIONAL CONTRACT SUMMARY DATA - Effective 09/21

CONT BRD LOW	180.40	195.40	-- --
CONT BRD HIGH	180.51	195.40	-- --
CONT BRD AVG	180.46	195.40	-- --
CONT UBD LOW	193.23	207.48	-- --
CONT UBD HIGH	193.23	207.48	-- --
CONT UBD AVG	193.23	207.48	-- --

DALLAS METRO, TX

2019-09-21 10:00:27 EDT

\*\*OPIS CONTRACT BENCHMARK FILE\*\*

\*\*OPIS GROSS CBOB ETHANOL(10%) PRICES\*\*

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
S.R.& M.	u 1-10	179.12	- 3.55	-- --	-- --	199.12	- 3.55	09/20	18:00
Sunoco	b 125-3	181.14	- 2.50	-- --	-- --	222.64	- 2.50	09/20	18:00
LOW RACK		179.12		-- --		199.12			
HIGH RACK		181.14		-- --		222.64			
RACK AVG		180.13		-- --		210.88			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB DALLAS METRO		170.98		-- --		188.08			
BRD LOW RACK		181.14		-- --		222.64			
BRD HIGH RACK		181.14		-- --		222.64			
BRD RACK AVG		181.14		-- --		222.64			
UBD LOW RACK		179.12		-- --		199.12			
UBD HIGH RACK		179.12		-- --		199.12			
UBD RACK AVG		179.12		-- --		199.12			
CONT AVG-09/21		180.13		-- --		210.88			
CONT LOW-09/21		179.12		-- --		199.12			
CONT HIGH-09/21		181.14		-- --		222.64			

ADDITIONAL CONTRACT SUMMARY DATA - Effective 09/21

CONT BRD LOW	181.14	-- --	222.64
CONT BRD HIGH	181.14	-- --	222.64
CONT BRD AVG	181.14	-- --	222.64
CONT UBD LOW	179.12	-- --	199.12
CONT UBD HIGH	179.12	-- --	199.12
CONT UBD AVG	179.12	-- --	199.12

**3.10 PTN-130**

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Please go to the TxDOT Website link below and print off the PTN-130 (Vendor Consolidated Certification Form) and complete it.

<http://www.txdot.gov/inside-txdot/forms-publications/forms/public-transportation.html>



## Consolidated Certification Form

Form PTN-130  
(Rev. 4/19)  
Page 1 of 7

### I. GENERAL:

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA's current fiscal year Certifications and Assurances (for fiscal year: 2020 ), and shall download the same at: <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

#### A. Access to Third Party Contract Records (ALL)

As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

#### B. Interest of Members of or Delegates to Congress (ALL)

The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

#### C. Prohibited Interest (ALL)

The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

#### D. Cargo Preference - Use of United States-Flag Vessels (property transported on ocean vessels)

The vendor agrees: a. to use privately owned US -Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).

#### E. Energy Conservation (ALL)

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

#### F. No Obligation by the Federal Government. (ALL)

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

#### G. Program Fraud and False or Fraudulent Statements or Related Acts (ALL)

The vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.

#### H. Contract Work Hours (all over 100K)

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

**(3) Withholding for unpaid wages and liquidated damages** - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as set-forth in paragraph (2) of this section.

**(4) Subcontracts** - The contractor or subcontractor shall include the clauses set forth in this section and require the same from subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these clauses.

**(5) Payrolls and basic records** - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

**I. Civil Rights (over 10K)**

**(1) Nondiscrimination** - In accordance with Title VI of the Civil Rights Act (CRA), as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**(2) Equal Employment Opportunity** - The following equal employment opportunity requirements apply:

**(a) Race, Color, Creed, National Origin, Sex** - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to comply with any implementing requirements FTA may issue.

**(b) Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age. and comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. and to comply with any implementing requirements FTA may issue.

**J. Incorporation of Federal Transit Administration (FTA) Terms (ALL)**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any transit agency requests which would cause the transit agency to violate FTA terms and conditions.

**K. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes) (ALL)**

The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

**L. Right of the State Government to Terminate (ALL)**

Upon written notice, the VENDOR agrees that the State Government may suspend or terminate all or any part of State assistance if terms of the project agreement are violated, if the State Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of State assistance for the Project., if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the State Government determines that State assistance has been willfully misused by failing to make appropriate use of Project property. Termination of State assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The State Government reserves the right to require the refund of the entire amount of State assistance provided for the Project or a lesser amount.

**M. Disputes, Breaches, Defaults, or Other Litigation (over 150K)**

The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

**a. Notification to FTA.** The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.

**b. Federal Interest in Recovery.** The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.

**c. Enforcement.** The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

**d. FTA Concurrence.** The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.

**e. Alternative Dispute Resolution.** The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

**f. Agency Process.**

Transit agency enters dispute resolution process here.



N. Fly America (foreign air transport or travel)

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

O. Recycled Products (all products)

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

P. Access for Individuals with Disabilities (ALL)

The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

**Q. Debarment and Suspension (over 25K)**

The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

**R. Clean Water & Air (over 150K)**

The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. The vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the FTA and the EPA.

**S. Non-Lobbying (over 150K)**

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

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

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

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

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

**T. Lobbying and Disclosure Certification**

Name of Company	Printed Name of Person Completing Form
Date	Signature

**U. CERTIFICATION TO PURCHASER:**

- A. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.
- B. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company	Address
	Printed Name of Person Completing Form
Telephone	Signature
Date	SS# or Tax ID #
Description of Commodity or Service	
Disadvantaged Business Enterprise Information	Type of Organization (circle)
	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Proprietorship
Is your firm a DBE? <input type="checkbox"/> (yes) <input type="checkbox"/> (no)	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership
If yes, what type?	<input type="checkbox"/> Limited Proprietorship

**V. Disadvantaged Business Enterprises (DBE) Certification (Transit Vehicle Manufacturer or TVM)**

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal.

Name of manufacturer of vehicle(s) to be delivered: \_\_\_\_\_

**W. Disadvantage Business Enterprise (DBE) Race-Neutral Required Clauses (Non-TVM):**

The DBE rules set forth in 49 CFR Part 26 apply to all contracts funded in whole or in part with Federal DOT funds. Contracts and subcontracts must contain the clauses listed in 49 CFR 26.13 and 49 CFR 26.29. Sub-recipients with contracts that contain a DBE goal must coordinate with their PTC in order to ensure solicitations and contracts comply with DBE requirements.

**49 CFR 26.13 -- What assurances must recipients and contractors make?**

Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible."

**49 CFR 26.29 -- What Prompt Payment Mechanisms Must Recipients Have?**

Grantees must establish a contract clause requiring prime contractors to pay subcontractors for satisfactory performance no later than 30 days from receipt of each payment the grantee makes to the prime contractor. This clause must require the prompt return of retainage payments from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. For more information on these please review 49 CFR 26.29 and the FTA Best Practice Procurement Manual.

X. **Altoona Test Certification** (for rolling stock purchases) (Check one of the following):

- The vehicle has been Altoona tested, report number: \_\_\_\_\_
- The vehicle is exempt from testing IAW 49 CFR 665.
- The vehicle is currently being tested at Altoona.

Funds will not be released until the purchasing agency gets a copy of the Altoona test report, as appropriate, per 49 CFR 665.

Y. **Federal Motor Vehicle Safety Standards (FMVSS) Certification (for rolling stock purchases)**

Any vehicles provided by the vendor will comply with all applicable FMVSS. The vendor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

FMVSS Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

Z. **Buy America** (Check where applicable): (over \$150K rolling stock, construction, materials)

- The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods or rolling stock.
- The vendor or offeror cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Buy America Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

II. **SPECIAL PROJECT TYPE PROVISIONS - the following addenda are attached and endorsed as appropriate:**

- A. Construction or Architectural & Engineering Projects
- B. Transit Operations or Management Projects
- C. Intelligent Transportation System or Research & Development

## Section 4 Required Federal Clauses

## REQUIRED FEDERAL TRANSIT ADMINISTRATION THIRD-PARTY CONTRACT CLAUSES

### **1. NO OBLIGATION BY THE FEDERAL GOVERNMENT**

Purchaser and Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Purchase, absent the express written consent by the Federal Government, the Federal Government is not a party to this Purchase and shall not be subject to any obligations or liabilities to STAR Transit, Vendor, or any other party (whether or not a party to that Purchase) pertaining to any matter resulting from the underlying Purchase.

### **2. FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 CFR Part 31, apply to its actions pertaining to this Purchase. The Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the resultant purchase or the FTA assisted project for which this work is being performed. The Vendor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems appropriate. The Vendor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a purchase connected with a project that is financed in whole or part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001, to the extent the Federal Government deems appropriate.

### **3. ACCESS TO RECORDS**

The Vendor shall permit the authorized representatives of STAR Transit, the Texas Department of Transportation, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data records of the Vendor relating to the Vendor's performance under the Purchase until the expiration of three (3) years after the final payment and resolution of this Purchase. The Vendor shall transmit this data to STAR Transit upon request. The Vendor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that STAR Transit, the Texas Department of Transportation, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment and resolution of audit under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of subcontractor, involving transactions related to the subcontractor. The subcontractor shall transmit all data records to STAR Transit upon request.

The Vendor shall be responsible for any funds determined to be ineligible for reimbursement under this Project and shall reimburse STAR Transit the amount of such funds previously provided to it by STAR Transit.

### **4. FEDERAL CHANGES**

Vendor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this purchase. Vendor's failure to so comply shall constitute a material breach of this purchase.

### **5. TERMINATION**

Termination for Convenience (General Provision) STAR Transit may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to STAR Transit to be paid the Contractor. If the Contractor has any property in its possession belonging to STAR Transit, the Contractor will account for the same, and dispose of it in the manner STAR Transit directs.

Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, STAR Transit may terminate this contract for default. STAR Transit shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

Upon written notice, the Offeror agrees that the Federal Government may suspend or terminate all or any part of Federal assistance if terms of the project agreement are violated, if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project, if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the Federal Government determines that Federal assistance has been willfully misused by failing to make appropriate use of Project property. Termination of Federal assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The Federal Government reserves the right to require the refund of the entire amount of Federal assistance provided for the Project or a lesser amount..

### **6. CIVIL RIGHTS**

a. **Non-discrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, the Vendor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Vendor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

b. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply:

i. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended 42 U.S.C. § 200e, and federal transit laws at 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended) and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Vendor agrees to take

affirmative action to ensure that the applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, 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. In addition, Vendor agrees to comply with any implementing requirements FTA may issue.

ii. **Age** – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and federal transit law at 49 U.S.C. § 5332, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Vendor agrees to comply with any implementing requirements FTA may issue.

iii. **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Vendor agrees that it shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Vendor agrees to comply with any implementing requirements FTA may issue.

iv. The Vendor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **7. DISADVANTAGED BUSINESS ENTERPRISE**

STAR Transit has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. STAR Transit has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, STAR Transit has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of STAR Transit to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted purchases. It is also our policy:

- To ensure nondiscrimination in the award and administration of DOT - assisted purchases;
- To create a level playing field on which DBEs can compete fairly for DOT-assisted purchases;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in DOT assisted purchases;
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

#### **8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

#### **9. DEBARMENT AND SUSPENSION**

This provision applies when the purchase exceeds \$25,000, in which case the Vendor agrees: The Vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the Vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

#### **10. BUY AMERICA**

The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 C.F.R Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA- funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Contractor must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Responses, bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

With the implementation of the Fixing America's Surface Transportation (FAST) Act, new requirements for domestic content are phased in based on the date of delivery of the rolling stock. The increased domestic content percentage requirement for rolling stock for:

- i. FY16 & FY17 is more than 60% domestic content;
- ii. FY18 & FY19 is more than 65% domestic content; and
- iii. FY20 & beyond is more than 70% domestic content.

For rolling stock purchases for which the average cost of the vehicle is more than \$300,000, the FAST Act allows the cost of steel or iron produced in the U.S. and used in the rolling stock frames or car shells to be included in the domestic content calculation, regardless of whether the frame or car shell is produced in the U.S.

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

#### **11. CARGO PREFERENCE**

This provision applies when the purchase exceeds \$2,500, in which case the Vendor agrees: a) to utilize privately owned U.S.-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for U.S.-Flag commercial vessels. b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to STAR Transit (through the Contractor in the case of a subcontractor's bill-of-lading) and to the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street SW, Washington, DC

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20590. c) to include these requirements in all subcontracts pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean liner.

**12. ENERGY CONSERVATION**

Vendor agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Vendor further agrees to include this provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

**13. RECYCLED PRODUCTS**

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

**14. ACCESS FOR INDIVIDUALS WITH DISABILITIES**

The Vendor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Vendor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Vendor agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49

**15. PROHIBITED INTEREST**

The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure of one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

**16. DISPUTES AND REMEDIES**

Should disputes arise concerning the specifications contained in this document, the Vendor and STAR Transit shall negotiate in good faith towards resolving such disputes. STAR Transit shall be responsible to its funding agencies for the settlement of all contractual and administrative issues arising out of the procurement. Violation or breach of purchase terms by the Vendor may be grounds for termination, and should said disputes be irreconcilable, STAR Transit shall terminate the agreement by default. Any increased costs arising from termination shall be paid by the Vendor.

**17. RIGHT OF STATE GOVERNMENT TO TERMINATE**

Upon written notice, the Vendor agrees that the State Government may suspend or terminate all or any part of State assistance if terms of the project agreement are violated, if the State Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of State assistance for the Project, if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the State Government determines that State assistance has been wilfully misused by failing to make appropriate use of Project property. Termination of State assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be cancelled. The State Government reserves the right to require the refund of the entire amount of State assistance provided for the Project or a lesser amount.

**18. HOUSE BILL 89**

Pursuant to Texas Government code Section 2270.02, the Provider of good and services under this agreement confirms that it does not and will not boycott Israel during the term of this contract.

**19. NO BOYCOTT OF ISREAL**

Pursuant to Texas Government code Section 2270.02, a governmental entity, including a political subdivision of the State of Texas, may not enter into a contract with a company for good and services unless the contract contains a verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. The Vendor under this contract confirms that it does not and will not boycott Israel during the term of this contract.

**20. FLY AMERICA**

The vendor agrees to comply with 49 U.S.C 40118, in accordance with the General Services Administration's regulation at 41 CFR Part 310-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government financed international air travel and transportation of personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Vendor submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explain why service by the U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Vendor agrees to include the requirement of this section in all



subcontracts that may involve international air transportation.

**21. CLEAN WATER AND AIR**

The vendor agrees to comply with all applicable standards, orders or regulation issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The vendor agrees to comply with all applicable standards, order or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. The vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser, will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

**22. LOBBYING**

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

NAME OF COMPANY:	PRINTED NAME OF PERSON COMPLETEING FORM:
DATE:	SIGNATURE:

**23. PRIVACY ACT**

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract: The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA

**24. DRUG AND ALCOHOL TESTING**

A contractor providing services involving the performance of safety sensitive activities must comply with 49 U.S.C. Section 5331 abd FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, "49 CFR Part 655.

**25. BONDING**

In accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contractfor the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5325(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Where any Purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

The Recipient agrees to require its third-party contractors and third party Subcontractors, at as many tiers of the Project as required, to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized

representatives, access to all third-party contract records to the extent required by 49 U.S.C. § 5325(g). The Recipient further agrees to require its third-party Contractors and third-party Subcontractors, at as many tiers of the Project as required, to provide sufficient access to third party

A bid guarantee from each Offeror equivalent to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Offeror will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified;

A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract; and

A payment bond on the part of the Contractor. A payment bond is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts determined to adequately protect the federal interest are as follows:

- a. Fifty percent of the contract price if the contract price is not more than \$1 million;
- b. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- c. Two and a half million dollars if the contract price is more than \$5 million.

## CONSOLIDATED RESPONDENT CERTIFICATIONS AND ASSURANCES ACKNOWLEDGEMENT

The undersigned Respondent agrees to comply with all of the above Consolidated Respondent Certifications and Assurances, in addition to any pertinent FTA rules and regulations which have been incorporated herein by reference. The Respondent shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including those listed directly or by reference in STAR Transit’s grant agreement with the FTA, as they may be amended or promulgated from time to time during the term of this contract. Respondent’s failure to so comply shall constitute a material breach of contract. Respondent also agrees that any changes to the federal requirements governing this contract shall also apply to this contract.

The undersigned Respondent certifies that it has read all of the RFQ documents and agrees to abide by the terms, certifications, and conditions thereof.

<b>Name of Company</b>	<b>Printed Name of Person Completing Form</b>
<b>Address</b>	<b>SS# or Tax ID #</b>
<b>Telephone</b>	<b>Signature</b>

<b>Disadvantaged Business Enterprise Information</b>	<b><u>Type of Organization (circle)</u></b>	
<b>Is your firm a DBE? (yes) (no)</b>	<b>Sole Proprietorship</b>	<b>General Proprietorship</b>
<b>If yes, what type?</b>	<b>Corporation</b>	<b>Limited Partnership</b>
	<b>Limited Proprietorship</b>	