

**Request for Proposals  
RFP # 2022111**

**SOLAR PV PROJECT**

**Submitted By:  
STAR Transit  
500 Industrial Blvd.  
Terrell, TX 75160  
877-631-5278**



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## Section 1 Request for Proposals

### 1.1 INTRODUCTION

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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, Royse City, Balch Springs, Mesquite, Hutchins, DeSoto and Kaufman, Rockwall, Navarro, and Ellis Counties. The Mission of the organization is to provide people with safe, affordable, convenient, and desirable mobility options to enrich quality of life by connecting all to services and opportunities. 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 Solar PV project as described in Section 2, Project Specifications, in this solicitation.**

### 1.2 SOLICITATION SCHEDULE

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RFP Issued:	Wednesday, July 6, 2022
Deadline for Questions:	Friday, July 15, 2022
Responses to Questions Posted:	Tuesday, July 19, 2022
<b>Proposals Due:</b>	<b>July 26, 2022 by 3:00 P.M. CST</b>
Interviews (if needed):	July 27-29
Notice to Proceed (NTP):	Anticipated on or before August 10, 2022

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. STAR Transit is located at 500 Industrial Blvd, Terrell TX 75160.** Site visits for the purpose of inspecting STAR Transit’s Operational Complex, located at 500 Industrial Blvd, Terrell TX 75160. **Unscheduled and/or unannounced visits to STAR Transit may not be allowed.**

**The Point of Contact for coordination of a site visit is Teresa Elliott; you may contact her at [telliott@startransit.org](mailto:telliott@startransit.org).**

#### Procuring Agency:

STAR Transit  
500 Industrial Blvd.  
Terrell, Texas 75160

#### Contracting Officer:

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

## SCOPE

STAR Transit is seeking proposals from highly experienced and professional firms to install Solar PV. 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 two references for similar work done within the past two to five years.**

Where two or more Offerors desire to submit a single proposal 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. However, multiple awards may need to be made to complete the entire task list. One award is preferred.

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 technical questions about this RFP #2022111 should be directed to Dave Bisson of EnergySage Inc. at [dave.bisson@energysage.com](mailto:dave.bisson@energysage.com). All other non-technical questions and communication in regard to this RFP #2022111 must be in writing and directed to Teresa Elliott via email at [telliott@startransit.org](mailto:telliott@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 **July 15, 2022 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 allowing 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**

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Proposals in an electronic file must be received by Teresa Elliott **via email** at [telliott@startransit.org](mailto:telliott@startransit.org) by **July 26, 2022, by 3:00 P.M. CST**. Please use the email subject line "STAR Transit RFP #2022111 Solar PV Project – [OFFEROR'S NAME]"

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.

#### **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 as PDF files. 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 sections**. Vendors not addressing these topics or not using the prescribed order may be judged non-responsive and disqualified from the RFP process.

##### **Section 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 (10%) interest in the Offeror.
- The person signing the proposal must initial any erasures, corrections, or other changes appearing on the proposal form.

##### **Section 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)
- DBE Compliance Statement
- DBE Good Faith Effort
- Conflict of Interest
- References
- Pricing Schedule
- Suspension and Debarment Certification Form
- Delinquent State Business Tax Certification
- PTN-130

**Section 3 Purpose of Proposal.** State in precise terms the means by which the Scope of Services will be fulfilled. This section should include an estimated timetable detailing how many days after contract execution the major project milestones (e.g., building permits received, substantial completion, Permission to Operate) are expected to be achieved.

**Section 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 within the past five (5) years. Offeror shall provide the name, address and telephone numbers of persons who may be contacted as references.

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

**Section 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.

### **Section 6 Pricing Structure**

#### **Section 7 Insurance:**

- **Liability Insurance.**
- **Workman's Compensation.**

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.

#### **Section 8 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 shall, 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:

REFERENCES	5%
COMPLETENESS/ ADHEARING TO INSTRUCTIONS	10%
PRIOR EXPERIENCE, QUALIFICATIONS AND COMPANY HISTORY	15%
DELIVERY TIME/ SCHEDULE	35%
PRICING STRUCTURE	35%

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

**Qualification of Responsible Offerors.** Proposals will be evaluated to determine the responsibility of Offerors. A final determination of an Offeror's 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.

**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:

- 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.
- 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.
- 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.

**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.

**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 told of their rankings among the other Offerors.

1. **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**

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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.

### **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/proposal 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/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 OF CONTRACT**

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STAR Transit shall negotiate and enter into an agreement which will be for the completion of the stated scope of services at the stated price. Payments will be made to Offeror by STAR Transit upon completion of milestones defined in the agreement.

**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 at the state minimum requirements.

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

length of the contract.

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

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 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/proposal:**

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 # 2022111 is to solicit proposals to install a Solar PV System on the rooftop of Building 2 and/or Building 1 as described in Section 2.3 below. It is the intent of STAR Transit to select a single vendor to accomplish and/or supply all commodities or services outlined; however, STAR Transit reserves the right to award separate contracts for any one item listed on the proposal/pricing sheets. **All Offerors have the option to propose on one or all items listed. STAR Transit's preference is for only one contracting entity.**

### 2.2 PROJECT LIST

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All work will be performed at 500 Industrial Blvd, Terrell, TX 75160.

1. **TURNKEY SOLAR PV SYSTEM INSTALLATION.**
2. **DESIGN, PERMITTING, AND INSTALLATION OF ELECTRICAL INFRASTRUCTURE TO ACCOMMODATE FUTURE EV CHARGING** (E.G. OPEN CONDUIT, OR ELECTRIC PANEL UPGRADES THAT MAY NOT BE REQUIRED FOR THE SOLAR PV INSTALLATION, BUT WOULD BE REQUIRED FOR THE PLANNED FUTURE INSTALLATION OF CHARGING STATIONS FOR ELECTRIC VEHICLES)

**All solutions should provide a Solar PV System that provides the highest lifetime electricity savings with an upfront system cost of \$400,000 or less. Solutions should also include any electrical infrastructure upgrades that will be needed to complete a future installation of EV chargers AND that would be less expensive to implement during the solar PV installation than at a later time (for example, if the Solar PV system will require new trenching between Buildings 1 and 2, and the future EV charging stations would require new underground wiring between those same two buildings, then it would be less expensive in the long run to have an Offeror install additional open conduit into the new trench to accommodate future EV charging cables). Note that offerors **should NOT** include any costs of EV charging stations themselves, or installation of EV charging stations, in their response to this RFP.**

**Inverter extended warranties and Operations & Maintenance packages:** Offerors must include in their pricing extended warranties on all solar PV inverters covering at least the first 20 years of system operation, unless the standard inverter warranty is already 20 years or longer. Additionally, Offerors may include Operations and Maintenance (O&M) packages in their pricing. STAR Transit prefers to have the added cost of O&M packages listed specifically in Offeror's pricing structure.

## 2.3 SITE INFORMATION

### Building II – Parking Garage (Bus Barn) – at SOUTH end of site

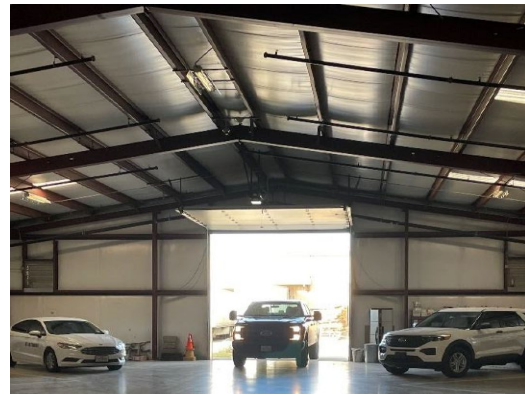
**Summary of Building II – PV suitability:** Building II is likely the most suitable building for rooftop solar PV because of its 10 year-old metal roof in excellent condition. It is acceptable for solar PV designs to have solar modules covering the building's skylights, and to have solar modules placed on the north-facing roof.

**Building Information:** Built in 2012, original corrugated metal roof in excellent condition, single story, and approximately 10,015 ft<sup>2</sup>

**Building Use:** Parking Garage

**Operating Hours:** 3:30 am – 6:30 pm, 7 days per week

**Building Energy Use:** Electricity



#### Existing Electric Service and Infrastructure (information relevant to both buildings)

- 1-phase, 120/240-volt (both buildings)
- The single electric meter for both buildings is located on the outside of Building 1 (North)
- **The electric room** is located on northern interior wall of Building 1.
- Although the two buildings are connected electrically, no open conduit currently exists for use with solar PV. Trenching may be required to connect a solar array installed on Buildings 2 to the electric room and meter at Building 1.

### Building I – Admin Building - at NORTH end of site

**Summary of Building I – PV suitability:** Building I may not be currently suitable for rooftop PV because the ~22 year-old original roof has had problems already (leaks). STAR Transit prefers not to invest any of the \$400,000 solar PV project budget into pre-solar installation roof repairs, unless Offeror believes that installing solar PV on Building I would be more economically beneficial to STAR overall than installing solar on Building II.

**Building Information:** Built in 2000, original (circa 2000) corrugated metal roof, single story, and approximately 10,000 ft<sup>2</sup>.

**Building Use:** Closed office, conference/training rooms, breakroom and back of house (BOH) spaces.

**Operating Hours:** 6 am – 5:30 pm, Monday-Friday, no operation on weekends.

**Building Energy:** Electricity



## Section 3 Required Forms

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

- ACKNOWLEDGMENT OF ADDENDUM
- REQUEST FOR CHANGE OR APPROVED EQUAL
- PROPOSAL DEVIATION FORM
- 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/proposal. 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 # 2022111**

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/proposal.

\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Company Name (print)\_\_\_\_\_  
Name and Title (print)\_\_\_\_\_  
Date

**3.2 REQUEST FOR CHANGE OR APPROVED EQUAL**

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**RFP # 2022111**

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: #2022111 Page: \_\_\_\_\_ Section: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Date

STAR Transit:

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### 3.4 DBE COMPLIANCE STATEMENT

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#### RFP # 2022111

Check the statement which applies to your bid/proposal.

1.  **BID/PROPOSAL 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/proposal. 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/PROPOSAL 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/proposal, together with all other documentation of good faith efforts which you wish STAR Transit to consider in evaluation your bid/proposal. Only documentation submitted with bid/proposal will be considered. Submit certification numbers for each DBE you intend to use.
  
3.  **BID/PROPOSAL 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/proposal 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/proposal).

- 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/proposal. 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).

**3.5 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.

\_\_\_\_\_  
**Name of prime Contractor (print)** RFP # 2022111  
Bid/proposal 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.)

### 3.6 DBE GOOD FAITH EFFORT DOCUMENTATION (PAGE 1 OF 2)

#### RFP # 2022111

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/proposal 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/proposal 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/proposal. 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/proposal teleconference scheduled by STAR Transit? **N/A**
4. Did you request bid/proposals from DBEs that also attended the pre-bid/ proposal conference? Yes No If Yes, list DBE Firm/Person Contacted. \_\_\_\_\_
5. Did you solicit bid/proposals from DBEs, within the subcontracting and/or supplier areas that you listed previously on question number one above by mail? Yes No
6. Did you solicit bid/proposals from DBEs, within the subcontracting and/or supplier areas that you listed previously on question number one above by fax? Yes No
7. Did you solicit bid/proposals from DBEs, within the subcontracting and/or supplier areas that you listed previously on

- question number one above by telephone?      Yes      No
8. Did you solicit bid/proposals 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. \_\_\_\_\_
9. 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.
10. 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/proposal from or that initiated contact with you to ask about and/or submit an unsolicited bid/proposal 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 bid/proposals on from each DBE firm and/or the subcontracting areas(s) for which each DBE firm submitted a bid/proposal to you, if different from what you solicited.
- \_\_\_\_\_ c) If DBE firms submitted bid/proposals, but those bid/proposals were rejected, provide an explanation for rejecting those bid/proposals and attach documentation to support the reason for rejecting the bid/proposal (i.e. letters, memos, DBE bid/proposal amount, telephone notes, meeting notes, etc.)
- \_\_\_\_\_ d) If a DBE firm's bid/proposal was rejected because of price, then list the DBE firm's bid/proposal price and the name and bid/proposal 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.
11. Did you contact all DBE firms that you solicited bid/proposals from in a timely manner such that the DBE firms had at least ten days prior to the bid/proposal submission date to prepare and submit a bid/proposal to you? If No, please explain.
12. 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.?
13. 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/proposal. 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

### 3.7 CONFLICT OF INTEREST ACKNOWLEDGMENT AND CERTIFICATION

#### RFP # 2022111

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, 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.



**3.8 REFERENCES**

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**RFP # 2022111**

Provide a minimum of two references within the past two to 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 can be verified via email.**

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

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

**3.9 PRICING SCHEDULE**

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**RFP # 2022111**

To be accepted, proposers 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.**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>PRICE</b>
PV SYSTEM	Turnkey rooftop solar PV system installation (inclusive of optional O&M contracts)	
ELECTRICAL INFRASTRUCTURE FOR FUTURE EV CHARGING	Design, permitting, and installation of electrical infrastructure to accommodate future EV charging	

All pricing proposals should include all items for which the Offeror intends to invoice STAR Transit. If additional expenses need to be listed, please use an additional sheet.

Total Proposal Price: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Company Name (print)\_\_\_\_\_  
Name and Title (print)\_\_\_\_\_  
Date

### 3.10 SUSPENSION AND DEBARMENT CERTIFICATION FORM

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#### 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/proposal," "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.

**3.11 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: \_\_\_\_\_

**3.12 OFFER**

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**RFP # 2022111**

By execution below Offeror hereby offers to furnish equipment and services as specified in STAR Transit's RFP # 2022111 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/proposal pricing will remain valid for a period of not less than ninety (90) days from the date of submission; and

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

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Authorized Signature

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Legal Company Name (print)

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Name and Title (print)

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Date

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Address

---

City, State & Zip

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Telephone

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E-mail

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Tax ID # or SSN

**3.13 PTN-130 VENDOR CONSOLIDATED CERTIFICATION FORM**

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Form is included or can be printed and at completed at the link listed below.

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