

**Request for Proposals  
RFP # 2023111**

**Transit Scheduling Software**

Issued: September 30, 2022

Due Date: November 16, 2022

Submit (1) electronic copy to:

Teresa Elliott

[telliott@startransit.org](mailto:telliott@startransit.org)

Subject Line: Transit Scheduling Software RFP

STAR Transit  
PO Box 703  
Terrell, TX 75160  
877-631-5278





## Table of Contents

<b>Section 1 Request for Proposals</b> .....	<b>3</b>
1.1 Introduction .....	3
1.2 Solicitation Schedule .....	3
1.3 Offeer Communications and Requests .....	4
1.4 Instruction to Offerors Submission Requirements .....	5
1.5 Evaluation Criteria and Procedures.....	18
1.6 Response to Proposals Acceptance/Rejection of Proposals .....	20
1.7 Type and Term of Contract .....	23
1.8 Invoicing and Payment.....	23
1.9 Bonding and Insurance.....	23
1.10 Disadvantaged Business Enterprises.....	24
<b>Section 2 Project Specifications</b> .....	<b>25</b>
2.1 Purpose .....	25
2.2 Project list .....	25
<b>Section 3 Required Forms</b> .....	<b>27</b>
3.1 Acknowledgment of Addendum .....	28
3.2 Request for Change or Approved Equal.....	29
3.3 Proposal Deviation Form.....	30
3.4 DBE Compliance Statement .....	31
3.5 DBE Schedule of Utilization .....	32
3.6 DBE Good Faith Effort Documentation (Page 1 of 2).....	33
3.7 Conflict of Interest Acknowledgment and Certification.....	35
3.8 References.....	36
3.9 Pricing Schedule .....	37
3.10 Suspension and Debarment Certification Form.....	38
3.11 Delinquent State Business Tax Certification .....	40
3.12 Offer .....	41
3.13 PTN-130.....	42

## 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 235,000 rides 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 Transit Scheduling Software project as described in Section 2, Project Specifications, in this solicitation.

### 1.2 SOLICITATION SCHEDULE

---

RFP Issued:	Friday, September 30, 2022
Amendment 1 Issued:	Friday, October 7, 2022
Deadline for Questions:	Wednesday, October 12, 2022
Responses to Questions Posted:	Wednesday, October 19, 2022
<b>Proposals Due:</b>	<b>November 16, 2022, by 3:00 P.M. CST</b>
Interviews (if needed):	November 21 – November 25 2022
Notice to Proceed (NTP):	Anticipated on or before November 30, 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.

## SCOPE

STAR Transit is requesting proposals, priced on a fixed price basis, from qualified sources, to provide and deploy up-to-date transit scheduling software in order to better streamline scheduling and dispatching processes and procedures. The system should include, at a minimum, capabilities for rural public transportation trip reservations, scheduling and dispatching, and reporting. The system should provide, also as a minimum, the ability to reduce paperwork (trip manifest, no-show/cancel reports), reduce duplication of data entry, visibility of vehicle locations (AVL/GPS), trip status, the ability to integrate to STAR Transit contractor and/or other entities, and compliance with all Americans with Disabilities Act regulations and all other regulations for other funding sources, including but not limited to PHI and HIPPA.

The purpose in soliciting Request for Proposals (RFP) is to secure an offer(s) that will provide quality scheduling and dispatch software to meet the rural public transit service needs of transit. Please visit [www.STARtransit.org](http://www.STARtransit.org) for more information about the STAR Transit Transportation Program.

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

---

Communication or correspondence in regard to any aspect of this solicitation or offers will only be with the Project Manager 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 #2023111 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 **October 19, 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**

---

Proposals in one (1) electronic file must be received by **November 16, 2022, 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 and will not be considered under any circumstances.

Submit one (1) electronic copy to Teresa Elliott, Project Manager. [telliott@startransit.org](mailto:telliott@startransit.org)

Subject Line: Transit Scheduling Software RFP

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

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

Proposals should be typed. A lengthy narrative is discouraged. To provide for comparability between proposals, all proposals **must be submitted in the following order separated by sections.** Offerors 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 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.

**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 in the last two (2) to 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**

- Identify the following items as part of its base cost proposal. Each item must be listed separately:
  - *Software Purchase/License Costs* – The cost of supplying the software solution for sixty (60) vehicle licenses must be included in the proposal.
  - *On-Site Costs* – All supplemental costs associated with user assessment, database conversion, etc., must be included in the software/license price above. Price proposals must include labor and travel costs.
  - STAR Transit will provide all the Mobile Data Terminal Hardware. STAR Transit currently utilizes Samsung Galaxy Tab A tablets. Any proposed dispatching solution including interactive technologies should be compatible with current STAR Transit hardware and must be operable on future iterations of the Android or I-pad operating systems.
  - *Maintenance and Support* – Maintenance and technical support price shall be included in the base proposal. Alternatives for maintenance for subsequent years should also be included.
  - *Other Costs* – Any other costs not identified above that are integral to the implementation of the proposed scheduling system should be identified and the cost included in the proposal.
  - *Upfront/Initial Cost* – A one-time initial cost must be included in the base proposal.
- **Hardware Costs** – Offerors are responsible for providing cloud-based support services and the IT infrastructure resources that will be necessary for the transit system to implement the offeror’s proposed technology solution. This may include, but it not limited to:
  - Workstation specifications (e.g., minimum configuration necessary to support optimal operation of venders’ products, including operating system, RAM, processor speed, hard drive size, etc.).
  - Telecommunication.
  - Other infrastructure, as necessary.
- **Technical Specifications**
- **Scheduling and Dispatching Software Systems** – The successful software solution will contain the following elements:
- **Client Database**
  - *Build New Client Database Files*
    - The selected offeror, as soon as practical after notice to proceed from STAR Transit, shall be responsible for providing a data “template” in order for staff to begin compilation of information necessary to complete the client database elements required for use in scheduling, trip assignment, and reporting.
  - *Data Conversion of Existing Database*
    - The selected offeror, as soon as practical after notice to proceed, will evaluate current database, hosted by TripSpark, and develop appropriate data conversion

process that converts existing information into a compatible format for use in the scheduling and dispatching software solution.

- *Database Attributes*
  - Client database shall be capable of providing a full range of data elements for each client in the system. Information shall include, at a minimum, full identification including gender, address, contact details, third party/emergency contacts, disability status, mobility aides used, required accommodations, caregiver, language spoken by client, program affiliation, and payee options including third-party contracts. Additionally, system shall permit assignment of various demographic codes, such as senior, youth, etc.

STAR Transit will not define the required fields nor dictate the format for data to populate the client database fields. Offeror shall be responsible for providing a fully functional client file suitable to transit system needs.

- **Client Database Functionality**

- *Customer Look-Up*
  - The customer database shall provide functionality to allow customer service agents to readily look-up client records for edit, trip-booking, etc. Search capabilities should be based on customer name, and identification number, phone number, or similar characteristic. When looking up a customer, auto-complete features are desirable to minimize user input.
- *New Client Entry/Customer Edits*
  - System shall be capable of registering new clients, capturing information about addresses, disability type, space requirement, load/unload time, fares, payment options, eligibility conditions, funding sources, etc. while a customer service agent has the new customer on the telephone.
  - System shall permit edit of all fields in a customer record in a real-time basis and shall permit suspensions (temporary) of service.

- **GIS and Mapping Functions**

- *General*
  - STAR Transit requires that offerors provide GIS functionality in the software product offered.
  - Mapping capabilities and the dispatcher's abilities to identify approximate current locations is essential.
- *Service Area*
  - STAR Transit requires that the service area boundary be readily identifiable and graphic, or query functionality must be present to determine if requested trip origins and destinations are within the service area. The ability to edit service area boundaries and set custom geofencing should be included.
- *GIS Functionality*
  - The software must incorporate GIS capabilities and allow user access to map views of the service area; individual routes or runs, and/or stops; specific street address; or other specified user-defined zoom levels. Panning/zooming shall be incorporated into the mapping capabilities.
  - In addition to providing support to the software's primary scheduling and customer

information functions, the GIS functionality of the proposed software must support other GIS analyses. The software must be capable of:

- Printing/producing camera ready printed output.
- Providing geographically based query functions.

○ *Export of Map Data*

- System shall be capable of exporting data and graphic images to other software platforms. If the software is limited to basic mapping functions, then data shall be exportable to standard GIS software (e.g., ESRI mapping products) enabling external GIS analyses. System shall be capable of printing maps to system printers or other devices (plotters, etc.).

○ *Map Features and Attributes*

- Access to maps must be seamless from within the scheduling software (e.g., user should be able to generate map with single mouse click or menu selection).
- Base maps must contain current attributes on street segments, addressing, speed limits, etc. Offeror shall be responsible for supplying a fully up-to-date map complete with all attributes necessary for point-to-point scheduling using street level routing geography (not zones). Street network shall permit definition of segment characteristics, such as speed limits, one-way direction, etc.
- System shall provide methods of allowing user editing of the base map to add new streets, change municipal boundaries, define incomplete address ranges, etc.
- GIS functionality shall include ability to develop overlays or coverages of municipal boundaries and other key geographies.
- GIS functionality shall include ability to define service-based zones, such as fare zones, etc. This is critical functionality that must be provided.
- System shall permit definition and display of physical features that function as barriers to transportation.
- The system must be capable of importing STAR Transit fixed route GTFS data with the routing info.
- System shall be capable of defining and displaying point files, indicating system time points, bus stops, major intersections, major transfer points, and major destinations of travel, or other points of interest.

○ *Geocoding*

- Service area map shall contain definitions of street segment name and address ranges. System shall have full geocoding capability allowing STAR Transit to enter an address and locate the address on the map. System shall be capable of handling various abbreviations of names (e.g., St. for Street, etc.) in the geocoding process.
- System shall permit manual assignment of x- and y- coordinates in the event an address cannot be geocoded based on existing map address range attributes.

○ *Distance Computation*

- System shall have the capability to use street level GIS map data speed to calculate driving and length duration during the scheduling process. System will also have the capability to use the street GIS level map data to identify one-way street information while calculating drive length and duration.



- *Graphical Display of Trips/Tours*
  - For any trip reservation, system shall be capable of providing a map image of the trip origin and/or destination using the GIS capabilities of the software.
  - Trip data shall be compatible for viewing and integration on Google Earth applications.
- **Trip Reservations**
  - *Real Time Trip Details Entry*
    - System shall permit trip booking while transit personnel are on the phone with the client/customer. System must be capable of processing both subscription (standing order) and demand response trips in this manner. System shall be capable of processing, scheduling, and dispatching same day trip orders without the need for manual intervention from users. System must be capable of calculating fares based on trip mileage.
    - System shall permit reservation staff to access client records by entering client last name, telephone number, or other ID number. Typical protocols involve booking trips using client last name. Additional details must be available to the customer service agent in order to distinguish between customers with the same last name. System will have the capability to automatically populate the reservation screen with the customer data, including commonly used locations, mobility device, eligibility, PCA, etc. after the individual has been identified.
  - *Default and Common Pick-Up Address*
    - System shall default to the client's home address as the pick-up location. System shall provide ability to enter alternative addresses through key stroke entry, through use of list boxes, pop up window, or other means of alternative pick-up addresses associated with that client (e.g., common travel destinations of that customer).
  - *Client Trip Destinations*
    - System shall be capable of displaying, through keystroke, pop-up window, list box, or similar alternative, a list of most frequent client travel destinations and/or recent destinations of travel for easy insertion into the destination field. User must be able to select destination from these fields and populate trip destination fields through this selection process.
  - *Trip Reversals*
    - System shall be capable of automatically generating trip reversals or booking the return trip from the originating trip destination to trip origin.
  - *Pick-Up Time, Appointment Time, and Allowances*
    - System shall be capable of scheduling based on requested pick-up time or customer appointment time and shall consider appropriate travel time to ensure on-time arrival at a destination.
    - System shall be capable of incorporating a user-specified policy on pick-up time negotiation with the client. System must be capable of incorporating multiple policies.
  - *Advance Reservations*
    - System shall be capable of accepting trip reservations for a period of at least up to

365 days in advance of the requested trip date.

- *Standing Order Trip Entry*
  - System shall be capable of accepting standing orders. System shall permit day of the week type travel dates and monthly calendar-based travel dates, (e.g., first and third Wednesday of each month).
  - System shall be capable setting finite limits on the length of subscription orders. Systems shall permit transit personnel to “turn off,” on a temporary basis, a client’s standing order. System shall permit entry of both a start date and end date of the time period when the client will not take the standing order trip.
- *Trip Reservation Editing*
  - System shall provide means for a customer or customer service representative to access existing trip reservations easily and quickly in order to edit travel destination, trip dates, and/or travel times.
  - System shall permit cancellation of any trip in the system. System shall maintain a cancellation record, by client, to facilitate system management of sanctions for excessive customer abuse of cancellation policies.
- *Suspended Service*
  - System shall be capable of temporarily suspending a client’s eligibility for service. System shall permit entry of both a start date and end date of the time period when the client’s ridership privileges are suspended. During this period, system shall not permit trip booking. System shall have provisions, in the event an individual customer’s service is temporarily or permanently suspended, to display a warning alert or physically block a reservation agent from booking a suspended client’s trip.
- *Personal Care Attendants, Companions, and Escorts*
  - System shall be capable, during the course of the reservation entry process, of allowing client or customer service agent to add one (1) personal care attendant (PCA) or companion to the trip request.
- *Future Computation*
  - System, at the conclusion of trip booking, shall provide a confirmation of the booking with fare(s), if applicable, to be paid by the user(s), and companion, Identified PCA is not charged for trip.
- *Trip Cancellation*
  - System shall provide methods to enable customer or customer service agents to easily retrieve an existing trip reservation and, upon customer request, cancel the reservation.
- **Scheduling**

System shall have capability to perform fully automated scheduling, either in batch mode or in the scheduling of individual trips. The system shall provide dispatchers with web-based tools to proactively manage on time performance, no-shows, cancellations, subscriptions, and late trips.

The system shall automatically send updates of the dispatched trips to the mobile data terminals/tablets. The web-based tools provided will allow managers/supervisors to monitor their driver’s performance in real-time.

The system shall optimize same day trip orders with advance trip orders and automatically send

updates to the mobile data terminals.

The scheduling process shall be completely automated and have a proven capability to function without a scheduling position initiating the scheduling.

The automated scheduling process shall continuously look to improve schedules based on real time operating factors such as cancellations, no-shows, vehicles positions, driver performance, etc.

- *Automated Batch Scheduling*

- System shall be capable of scheduling, in batch mode on a next-day basis, all reservations for a designated travel day. Scheduling shall be based on the actual street network in the service area (e.g., actual x- and y- coordinates, not zones), parameters associated with network segments as established in the GIS system, physical barriers, speed parameters, time of day, and appropriate dwell times for the boarding and alighting of passengers.

- *Subscription Trips*

- System shall permit the establishment of base runs or subscription templates based on existing standing orders. System shall be capable of evaluating base runs in order to optimize run in terms of least distance and travel time, based on network factors.

- *Unscheduled Trips*

- System shall permit trips to be placed in the system schedule but remain unassigned to a specific run. This can be accomplished through a user setting the trip to “unassigned” or “will-call” or similar means.
- System shall be capable of permitting manual insertion of such trips into the schedule, with automatic updating of the remaining scheduled pick-ups and drop-offs on the run.

- *Same Day Trip Orders*

- System shall be capable of taking trip orders on a same day basis and dynamically scheduling the trip into existing schedules. System shall consider existing path of route travel, existing customer assigned trips, and system policies on travel and pick up time windows in making the scheduling assignment. If system is capable of producing multiple solutions to the trip assignment, priorities, expressed on some type of score or other method, it shall show the best possible choice of assignment as the default selection.
- When a same day order is accepted and assigned to a run (or an unassigned run is assigned to a run), it is imperative that the system shall be capable of dynamically updating the remaining scheduled pick-ups and drop-offs on the run’s schedule.

- **Schedule**

- *Service Zones*

- System shall be capable of producing schedules, by run, in chronological order or by sequential run number, indicating projected arrival time of system vehicles at each origin and destination.
- Schedules must be developed on zones based on user specified service zones. System must be capable of recognizing geographic zones and assign trips to the proper zone when systems serve multiple zones with dedicated vehicles and staff.

- *Display*
  - Once generated, system shall be able to display all schedules for all runs on a given day. Display shall contain all pertinent run data, contain necessary menu, and edit tools to provide manual adjustments, as necessary, to the scheduled runs.
- *Validation/Violations*
  - System shall have internal validation controls to ensure that schedules do not violate schedule and work rules. Additionally, system shall have capacity to evaluate overall travel time for individual passengers to ensure that system travel time limitations are not exceeded.
  - System shall be capable of generating or identifying trips that violate system parameters so that staff can attempt to remedy the violation.
- *Manual Override*
  - System shall provide the capability of scheduling staff to manually move trips after schedule development. When such overrides are made, the system shall record and timestamp the override action in the trip record (or in an associated database) in order to provide a historical account of changes to the original (booked) reservation.
- *Labor Rules*
  - System shall be capable of scheduling trips to established runs considering system labor rules including, but not limited to, operating hours, breaks, and employee work hours.
- *Vehicle Assignment*
  - In assigning passengers to vehicles and/or vehicles to system runs, system shall be capable of recognizing the need for accessible vehicles, vehicle capacity, etc., in making said assignments. System shall have the capability of assigning vehicles to zones or other geographic locations/boundaries.
- *Editing Schedules*
  - System shall be capable of adding trips to a previously generated schedule or re-assigning trips from one run to another in dynamic fashion.
  - System shall be capable of evaluating individual trip parameters and select runs that best satisfy the requirements of the reservation while maintaining the integrity of existing reservations on the same run. If system generates a range of alternatives, system shall present alternatives in rank order with the highest ranked alternative indicating the “best” selection. The best selection will be chosen based on vehicle GPS of current vehicles on the road (in the case of same day trips) and the information of other trips currently within the schedule for the time that the trip in question is being booked.
- *Dynamic Update of All Schedules*
  - Anytime a schedule is edited, the system must be capable of updating the schedules of all other impacted trips so all previously scheduled trips must remain on time, not violate travel time rules, etc. The scheduling process must be completely automated and have the capability to function without a scheduling position initiating the schedule. The automated scheduling process must continuously be looking to improve schedules based on real time operating factors such as cancellations, no-shows, vehicles positions or driver performance. The

system must optimize same day trip orders with advance trip orders and automatically send updates to the mobile data terminals.

- *Unscheduled Trips*
  - If the system cannot schedule all orders for the day of travel being scheduled, then the system shall be capable of displaying all such trips in its own dataset so that staff may consider manual overrides to the schedule and/or assignment of the trip.
- *GIS Display of Schedules*
  - Once trips are assigned to a scheduled run, the system shall be capable of graphically displaying, on the GIS system, the sequence of pick-ups, drop-offs, and route path for the run; this capability should be visible on both the dispatcher side and the MDT side.
- *Passenger Notifications*
  - System shall be capable of sending passengers up-to-the-minute notifications. The system shall send automated outbound and inbound notifications by SMS, email, and phone.
- **Dispatching**
  - *Access to Dispatch Information*
    - Systems shall allow dispatchers access to run itineraries based on run number, vehicle number, or client name. System shall be capable of displaying the run number, number of passengers on the run, scheduled arrival time, estimated time of arrival and any special circumstances.
  - *Vehicle Assignment*
    - System shall be capable of assigning vehicles to scheduled runs considering mobility needs of customers assigned to the run, thereby ensuring sufficient wheelchair capacity at all times.
    - Dynamic updating of assigned vehicles must be possible in order to consider vehicles pulled from service due to mechanical failure, lift failure, or other failure event found during the driver's pre-trip inspection.
  - *Cancellations/No-Shows*
    - System shall be capable of allowing dispatchers to process late cancellations (cancellations received after system policy time) and no-shows.
  - *Same Day Reservation Changes/Add-Ons*
    - System shall be capable of automatically displaying to the dispatcher/scheduler cancellations, same day reservations, and will-call return trips waiting for vehicle assignment (e.g., trips/reservations made but not yet assigned/scheduled).
  - *Removal of Vehicles from Service*
    - If the dispatcher is advised that a vehicle is not fit for service, system shall be capable of programming a vehicle substitution on the affected run(s).
- **Web Interface**

Solution must be web-based and fully functional via web browsers including, but not limited to, Microsoft Edge, Chrome, and Firefox. If another browser is essential to system operation, offeror must indicate required browser to be used.

- **System Parameters**

System shall have capability for user specified settings that govern the scheduling process (e.g., average speed; dwell times; load times; etc.).

Offerors should specify the range of parameters that can be set by the user and how the offeror will assist the transit system in the initial setting of these parameters to ensure maximum scheduling efficiency in daily operations.

- **Report**

- *Standard Reports*

- Software shall be capable of generating a range of management and service reports necessary to permit sufficient oversight of the paratransit service. Software will also provide reports that meet NTD and state requirements. The software system shall support real time web based operational supervision and on time performance reporting. All reports are to be completely web based, can be run on demand and exportable into csv, pdf, word, etc.

- *Ad-Hoc Reports*

- System shall be capable of permitting the user to create, format, and print user-defined reports based on any data element contained in the database.

- **Hardware**

System must be offeror or third-party hosted and may not require hardware or software installation on STAR Transit servers.

Offeror, as soon as practical after notice to proceed, shall provide a complete list of technical specifications for workstations that will generate best performance in the software's runtime environment.

- **Mobile Data Terminals/AVL Functionality**

STAR Transit is currently utilizing Samsung Galaxy Tab A tablets. Proposed systems must be compatible with existing tablets.

- **Project Manager**

- *Designation of Manager*

- The offeror shall name one (1) individual from the firm who shall have complete authority and control over all aspects of customization, data conversion, installation, testing, and training. This individual shall be named in the proposal. This manager shall have oversight responsibility for all matters with STAR Transit.

- **Single Point of Contact**

The offeror's project manager shall be the sole point of contact between the offeror and STAR Transit for all business matters concerning the customization, installation, testing, and training phases of this project.

STAR Transit recognizes that other individuals will lead some phases of work during the project. It is STAR Transit's intent, however, to have one individual in an authoritative position to represent the offeror in all aspects of the project.

- **Products Offered**

- *Use of Existing Market Products*

- STAR Transit will not purchase products that represent beta versions or products

that have not been installed in other operating environments in other transit system in the United States.

- *Current Version*

- STAR Transit requires the offeror to offer the latest and tested release version of each software product/module included in its proposal.

- **Technical Support**

- *Scope*

STAR Transit requires that the offeror includes one (1) full year of full technical support as part of its base proposal. This technical support shall include, but not necessarily be limited to:

- Phone and email support with service technician/engineer 24 hours a day.
- Provision of diagnostics/repairs via remote control access to system hardware/software.
- On-site technical support when required.
- Product upgrades, new releases, patches, etc. when issued by the offeror throughout the first five (5) years of implementation. The product upgrades, new releases, patches, etc. for year 1 must be included in the offeror's base proposal. The product upgrades, new releases, patches, etc. for years 2 through 5 should be included as alternates in the proposal.

- *User Groups/Newsletters/Technical Bulletins*

- Offeror shall immediately include STAR Transit, after notice of award, in all mailing lists to receive product newsletters, e-mail announcements, bulletins, or other technical matters concerning all software products offered.
- STAR Transit shall be given access rights to web-based program of support upon contract signing.
- If the offeror includes training classes, refresher courses, or sponsors organized user group meetings, such support shall be listed in the offeror's proposal.

- **Installation**

- *Access to STAR Transit's Location*

- The offeror's implementation schedule shall document major milestones during the development, customization, and installation phases of the project.
- Upon completion of the installation phase, the offeror shall notify STAR Transit in writing, of the readiness of the system installation for testing.
- The offeror may stage installation to best ensure compatibility of all integrated scheduling products.

- **Testing and Acceptance**

Upon notification that the system is ready for testing; the purchaser and the offeror will schedule a date for performance testing. Testing shall commence when notified by the offeror that the software is ready for testing.

- *On-Site Representation*

- Offeror shall have the Project Manager and/or a duly qualified software engineer on-site during the initial testing of all software products.

- *Testing Period*
  - STAR Transit shall operate the system in test mode for a minimum of two weeks, up to a maximum of 30 days, during the testing period. During this time, STAR Transit shall compile a list of issues, bugs, software glitches, etc., that shall be the responsibility of the offeror to correct during an additional 30-day period.
- *Errors, Corrections, and Fixes*
  - If, after testing, software does not perform to specifications or offeror representations, offeror shall be given 30 days after notification of the problem to remedy the issue.
- *Final Testing*
  - Upon satisfactory fix of all software bugs, integration problems, etc., STAR Transit will again commence a final testing period to verify that the offeror has addressed the identified problems. Final testing period will vary depending on mutual agreement between STAR Transit and offeror.
- *Acceptance*
  - After final testing is completed to the satisfaction of STAR Transit, STAR Transit's Administrator will notify the offeror.
- **Training**
  - *General*

Offeror shall be required to train a minimum of ten (10) staff members to proficiency on all software products provided. All training shall be conducted on-site at STAR Transit location and all training schedules shall be coordinated with STAR Transit's project manager.
  - *Training Program*

Offeror shall be required to provide a combination of classroom and "hands-on" training for all software products provided. Training content and duration shall be stated specifically in the offeror's written offer in response to this procurement.
  - *Computer Hardware for Training*

It shall be the responsibility of STAR Transit to provide the computers necessary for the selected offeror to provide all "hands-on" modules of software training.
  - *Training on Ancillary Software*

If the complete system offered by the offeror relies on third party software, it shall be the responsibility of the offeror to provide training, in structure and in content, on that software equal to that provided for its own products. See the minimum training requirements above.
  - *Work Elements to be Provided/Performed by STAR Transit*

STAR Transit understands that during the performance and execution of any contract arising from this procurement, certain support may be provided to the selected offeror, including, but not necessarily limited to provision of: (1) data, information, and other material needed to populate software system databases, etc.; (2) workspace for the offeror's employees and contractors while performing work on-site; (3) requisite staff for training at a time mutually agreeable to conduct such training; and (4) other implementation support, as necessary.
  - *Manuals and Documentation*

Offeror shall provide electronic copies of the software manuals for each product offered as part of this procurement.



- *Service Design and Evaluation*

Offeror shall provide consulting and analytical services to assist in the evaluation and design of current and future service concepts. The desired cooperation with the offeror would be to ensure that the Offeror's software is able provide analytic data to support the decision-making process for STAR Transit. Additionally, auditing services to ensure that the Offeror's software is being used to the fullest to support continuous improvements.

**Section 7 Insurance:**

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

If the 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 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

---

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 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.

**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.

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.

**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 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.

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**

---

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 offeror or person considering doing business with a local government entity disclose the offeror 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 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 offeror or request additional information from the offeror 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 AND TERM OF CONTRACT**

---

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**

---

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**

---

**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**

---

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 2.3%

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

---

The purpose of STAR Transit’s RFP # 2023111 is to solicit proposals to install Transit Scheduling Software. It is the intent of STAR Transit to select a single offer 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. Preference is one contracting entity.

### 2.2 PROJECT LIST

---

Offerors will be permitted to submit any additional information they consider relevant to the project scope of work and the project at hand. Such supplemental materials, if submitted, should be in addition to the proposal, not contained in the proposal itself.

Minimum Requirements – Proposal Construction

At a minimum, each proposal should contain the following elements:

- ***Understanding of the Project***

Based on information contained in this Request for Proposal (RFP), as well as information obtained in any subsequent addenda, and the offeror’s own experience with similar operations, the offeror should indicate, in written narrative, how the software or technology proposed will facilitate the system’s goals for providing cost efficient, customer responsive, demand response transportation operated by STAR Transit to the general public and clients participating in related human service programs.

Offerors should demonstrate a thorough understanding of major client transportation programs, such as Medicaid and Title III of the Older Americans Act. Offerors should indicate how the scheduling software system can work to improve the transit system’s handling of various tasks associated with service delivery, including, but not limited to customer service functions, reservations, scheduling, dispatching, ADA compliance, fare collection & billing, passenger tracking and statistics, reporting, and performance evaluation.

- ***Software System/Technology Description***

Offerors should fully describe the software scheduling system being offered as part of this submission, along with any other ITS technologies the offeror may be proposing.

Offerors should clearly state that the capabilities of each product and its suitability to the task of addressing scheduling software needs. Offerors must list all software components or modules necessary to fully implement the project, including third party software necessary to complete the total installation (e.g., report generation software, SQL, back-up software, remote access software, etc.) required for a centralized solution. The technology must be 100% web based, not a web front on top of a PC based solution.

- ***Implementation Plan***

Offerors should fully describe the proposed implementation plan, detailing all major milestones in the process. A proposed timeframe from notice-to-proceed through testing, de-bugging, and “live” operation should be developed as an integral part of this proposal. The implementation plan must clearly state the roles and responsibilities and the scheduling an integrated technology solution (scheduling software and MDTs). The software and ancillary equipment furnished hereunder must be tested, debugged, operating “live” and fully functional on or before implementation is considered complete

- **Quality Assurance Plan**

Offerors should describe in detail their management strategies for overall quality assurance in the installation, start-up, and operation of the scheduling and dispatching system software. At a minimum, offerors should address:

- **Project Management and Staffing**

Describe the proposed individuals and team approach used to successfully communicate with the project personnel at purchaser location. If contractors are used for any part of the installation, customization, or maintenance of the proposed software system, this element of your overall approach must be identified here. The offeror must designate one individual with complete control over all installations.

- **Quality Control**

Describe steps and techniques employed by the offeror to ensure the integrity of databases (e.g., street networks, client databases, etc.) that may be required to be imported and/or converted for use in the proposed scheduling system.

- **Maintenance, Support, and Upgrades**

Describe the offeror's network of technical support during the project, focusing both on the critical initial implementation period as well as long-term operation. Describe procedures for rendering support, including the availability of technicians to provide onsite repairs and ability to remotely access, diagnose, and make necessary repairs. Technical support policies and pricing must be explained in detail and the amounts included in the proposal.

- **Training**

Offerors should provide a detailed schedule and course outline for the necessary training of the cooperative agency personnel on the proposed scheduling system software. Offerors should be prepared to train at least eight (8) individuals. This section of the proposal should identify the training course content, the number of courses required, and type of training (classroom, hands-on, etc.) that will be provided, the length of the training session, etc. Offerors should indicate when the training should be provided in the context of the overall implementation time schedule provided above in the implementation plan. The cost of training for eight (8) or more individuals must also be included in the proposal.

- **Experience**

Offeror should provide a corporate profile indicating their qualifications to provide the required software, technology, and technical support necessary to achieve objectives for the project. A separate list of the offerors last four (4) installations, along with a project contact, address, telephone, and mailing address must be provided.

- **Required Forms and Certifications**

The offeror must indicate its compliance with applicable federal and state laws, statutes, and regulations.

## 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**

---

**RFP # 2023111**

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

**ACKNOWLEDGMENT OF ADDENDUM**

<input type="checkbox"/>	Addendum No. _____	Dated _____
<input type="checkbox"/>	Addendum No. _____	Dated _____
<input type="checkbox"/>	Addendum No. _____	Dated _____
<input type="checkbox"/>	Addendum No. _____	Dated _____
<input type="checkbox"/>	Addendum No. _____	Dated _____
<input type="checkbox"/>	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**

---

**RFP # 2023111**

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: #2023111                      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 # 2023111**

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: \_\_\_\_\_

<u>Complete Description of Deviation:</u>	
<u>Rational (Pros &amp; Cons)</u>	
Authorized Signature _____	Company Name (print) _____
Name and Title (print) _____	Date _____

### 3.4 DBE COMPLIANCE STATEMENT

---

#### RFP # 2023111

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 # 2023111**  
**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 # 2023111

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 various 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 # 2023111

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**

---

**RFP # 2023111**

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**

RFP # 2023111

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.**

DESCRIPTION	UNIT PRICE	EXTENDED PRICE
SOFTWARE PURCHASE/LICENSE COSTS		
MAINTENANCE AND SUPPORT COSTS		
OTHER COSTS		
HARDWARE COSTS		
UPFRONT/INITIAL COST		

All pricing proposals should include all items intending to be invoiced. If additional expenses are needing 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

---

#### 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**

---

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**

---

**RFP # 2023111**

By execution below Offeror hereby offers to furnish equipment and services as specified in STAR Transit's RFP # 2023111 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.

---

Authorized Signature

---

Legal Company Name (print)

---

Name and Title (print)

---

Date

---

Address

---

City, State & Zip

---

Telephone

---

E-mail

---

Tax ID # or SSN

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

---

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>