

Section 1 Invitation For Bid

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, 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 Invitation For Bid (IFB) 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 Bidder's charges to STAR Transit. All costs incurred in the preparation of the bid responding to this IFB will be the responsibility of the Bidder and will not be reimbursed by STAR Transit. Issuance of this IFB and receipt of bids does not commit STAR Transit to award a contract. STAR Transit reserves the right to postpone the bid opening for its own convenience, to accept or reject any or all bids received in response to this IFB, or to cancel all or part of this IFB for sound business reasons, at any time before the contract is fully executed and approved on behalf of STAR Transit.

STAR Transit is seeking bids from qualified and experienced vendors for mobile bus washing services as described in Section 2, Project Specifications, in this solicitation.

1.2 ANTICIPATED PROJECT SCHEDULE

Invitation to Bid Issued:	May 15, 2024
Pre-Bid Meeting:	May 28, 2024 at 1:00 P.M. at 500 Industrial Blvd., Terrell, TX 75160
Sealed Bids Due:	Friday, June 14, 2024, by 3:00 P.M. CST – Will be opened publicly
Notice to Proceed:	Anticipated on or before June 28, 2024

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 known to have received solicitation.

1.3 BIDDER COMMUNICATIONS AND REQUESTS

Communication or correspondence in regard to any aspect of this solicitation will only be with the Project Manager or her designated representative. Bidders 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 IFB #2024115 must be in writing and directed to Teresa Elliott via email at telliott@startransit.org.

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 bidder, employee or agent of STAR Transit shall not be binding by STAR Transit.

Addendum(s) to IFB

STAR Transit reserves the right to amend the IFB at any time. Any amendments to or interpretations of the IFB will be in written addendum. Prospective Bidders officially known to have received the IFB will be emailed or mailed the addendum. Bidders are responsible for collecting the addendum(s) from the Project Manager. Failure of any prospective Bidder to receive addendum(s) will not relieve the Bidder from any obligation under its bid as submitted or under the IFB, as clarified, interpreted, or modified. All addendum(s) issued will become part of the IFB. Prospective Bidders must acknowledge the receipt of each individual addendum in their bid (Form 3.1). Failure to acknowledge any addendum in the submitted bids may at STAR Transit's sole option disqualify the bid.

If STAR Transit determines that the addendum(s) may require significant changes in the preparation of bids, the deadline for submitting the bids may be postponed allowing Bidders sufficient time to revise their bids and the new due date shall be included in the addendum.

1.4 SUBMISSION REQUIREMENTS

One (1) original and two (2) copies must be received by **June 14, 2024, by 3:00 P.M. CST.**

Bids shall be valid for a period of 90 days. Late bids will be returned to Bidder and will not be considered under any circumstances. Failure to provide the required information with the Bid may automatically disqualify the bid from consideration for award.

State the full name, address, and phone number of the Bidder and, if applicable, the branch office or division that will perform or assist in performing the work. The capacity of the person submitting the bid should also be provided. Indicate whether the Bidder is certified to bid on federal funded contracts under SAM.gov. If not, you must register at www.SAM.gov and provide verification with bid in order to do business with STAR Transit.

If the Bidder is a partnership, limited liability company, limited partnership, or joint venture, the bid should state the full names and addresses of all partners, members, or joint ventures' who own at least a ten (10) percent interest in the Bidder. The person signing the bid must initial any erasures, corrections, or other changes appearing on the bid form.

Equipment & Supplies

The Bidder at its own expense shall furnish all labor, supplies, equipment, and machinery necessary to fulfill the Project Specifications.

Tax Exempt

The Bidder 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 bid price. STAR Transit will furnish the awarded Bidder with the necessary tax-exempt certificates.

Inspection

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

Modification or Withdrawal of Bids

A modification of a bid already received will be accepted by STAR Transit only if the modification is received prior to the bid 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 bid.

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

1.5 RESPONSE TO BIDS ACCEPTANCE/REJECTION OF BIDS

STAR Transit reserves the right to reject any or all bids for sound business reasons.

Single Bid Response

If only one (1) bid is received in response to this IFB, then the IFB will be reassessed and a new solicitation will be released.

Protest Policy

Protests resulting from the award of a contract through the IFB procedure must be made in writing to STAR Transit's Project Manager within three (3) working days of the letter of non-selection to the Bidder. The protest must outline the specific portion of the specification or bid 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 Bidder 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 (5) 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 Project Manager, the following steps are performed: The Project Manager effects 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 Bidders 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 Executive Director and the affected department head that a bid 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 bidder or request additional information from the bidder 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 Executive Director acts as the direct liaison with FTA. The Contracting Officer supplies any records or documents requested by the Executive Director for FTA.
- The Contracting Officer makes any necessary changes to the procurement process, as pertaining to the protested bid, resulting from FTA's decision.
- The Contracting Officer makes the written report of FTA, including all related correspondence, a part of the contract file.

Conflict of Interest Questionnaire

Texas Local Government Code Chapter 1763 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire for CIQ is attached to this bid package and must be included in your response.

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, 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 requires the selected Contractor to file Form 1295 electronically with the Commission at the time of Contract Award.

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.

1.6 TYPE AND TERM OF CONTRACT

- A. STAR Transit shall negotiate and enter into a firm fixed price contract which will be a term of five (5) years upon agreeance of both parties.

1.7 INVOICING AND PAYMENT

Invoices are to be submitted to STAR Transit's Administrative Office located at 500 Industrial Blvd. or mailed to PO Box 703, Terrell, TX 75160. STAR Transit is tax exempt therefore, invoices cannot include any sales taxes. Vendor agrees to invoice STAR Transit monthly and itemize invoices by the following:

- Date of Service
- Vehicle #
- Location of Service

STAR Transit agrees to pay all invoices on a net 30-day payment cycle or three (3) days after the receipt of State and Federal funds, whichever is later and issued in the form of a check. This Agreement is contingent upon the receipt of State and Federal funds. Loss of such funds will nullify this contract.

1.8 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.

The General Liability and Workers Compensation policies must include a Waiver of Subrogation in favor of STAR Transit. Waiver of Subrogation to be provided if awarded. The insurance policies provided by Contractor shall be endorsed to provide STAR Transit with sixty (60) days advance written notice prior to any cancellation or reduction in coverage, and ten (10) days' notice for non-payment of premium.

1.9 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 the Department of Transportation Financial Assistance Programs. This contract has a Disadvantaged Business Enterprises (DBE) goal of 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)).

Bidders 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 (Forms attached Section 3.3 and 3.4):

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 Bidders 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.

Bidders must present the information required above as a matter of responsiveness with initial bids.

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.

If Contractor is not a DBE, SBE, WBE, and/or HUB, STAR Transit encourages the Contractor to apply if it falls under the qualifications by visiting: Note: Not being certified as one of the above listed, does NOT disqualify bidder.

<https://www.txdot.gov/business/disadvantaged-small-business-enterprise/dbe-airport-concessions/dbe-certification-tucp.html>

<https://comptroller.texas.gov/purchasing/vendor/hub/certification-process.php>

<https://www.txdot.gov/business/disadvantaged-small-business-enterprise/sbe.html>

Section 2 Project Specifications

2.1 PURPOSE

The purpose in seeking Bids is to secure a bid that will provide quality service and ensure STAR Transit keeps a clean fleet. STAR Transit will be selecting bids based on price. The awarded bidder will coordinate a cleaning schedule with STAR Transit's Fleet Director after contract executed.

2.2 PROJECT LIST

Bidders will need to include all of the following specifications into one unit price, using the price sheet provided in Section 3.6. Bidder must be able to provide services throughout STAR Transit’s service area at the following locations: Terrell, Mesquite, Rockwall, Balch Springs, DeSoto, Hutchins, Seagoville, and Cedar Hill. Addresses will be provided at the time of contract. These areas are subject to change at any time during the contract period. Bidders must also be able to provide their own water supply at locations where water is not available to the public. STAR Transit’s fleet size for service is up to 80 vehicles.

Tasks to be completed at each detailed washing:

- Thorough rinsing of vehicle
- Power Wash and Brush Wash with environmentally safe chemicals
- Scrubbing of wheels and tires
- Final rinse and ensure all soap/chemicals are removed
- Add tire shine application

If Bidder has more tasks that are included in price, please list out each of the tasks below:

- _____
- _____
- _____
- _____

If additional tasks are added, sign and date.

Signature: _____

Print Name: _____

Date: _____

The awarded bidder will be allowed limited movement of vehicles (forward and back only) if space is needed to properly clean vehicle.

Section 3 Required Forms

ALL FORMS BELOW MUST BE SUBMITTED WITH BID

- ACKNOWLEDGMENT OF ADDENDUM
- DBE COMPLIANCE STATEMENT
- DBE SCHEDULE OF UTILIZATION
- DBE GOOD FAITH EFFORT
- REFERENCES
- PRICE
- SUSPENSION AND DEBARMENT CERTIFICATION FORM
- DELINQUENT STATE BUSINESS TAX CERTIFICATION
- SAM.GOV VERIFICATION
- CIQ FORM
- W-9
- FEDERAL AND STATE REQUIRED CLAUSES

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

3.1 ACKNOWLEDGMENT OF ADDENDUM

IFB # 2024115

The undersigned acknowledges receipt of STAR Transit's Invitation For Bid and the following addendums to STAR Transit's Bid Package. If none, leave blank, sign and date.

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 Bidder to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with bid.

Authorized Signature_____
Company Name (print)_____
Name and Title (print)_____
Date

3.2 DBE COMPLIANCE STATEMENT

IFB #2024115

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).

3.3 DBE SCHEDULE OF UTILIZATION

**Information on the DBE program: www.dot.state.tx.us/business/business_outreach/dbe.htm
Certified DBE Vendors: 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) **IFB #2024115**
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

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

3.4 DBE GOOD FAITH EFFORT DOCUMENTATION (PAGE 1 OF 2)

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If the Bidder did not meet or exceed STAR Transit’s DBE subcontracting goal, then the Bidder 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 Bidder’s responsibility to ensure that sufficient information is provided to STAR Transit, so that good faith efforts can be comprehensively evaluated.

I, the Bidder, 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 Bidder) deemed necessary to support and/or clarify the good faith efforts that I made.

It is the Bidder’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 Bidder must be sufficient enough for STAR Transit to determine that the efforts made by the Bidder to obtain DBE participation were such efforts that an Bidder 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 Bidder 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 Bidder 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 Bidder, 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 Bidder) 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

3.5 REFERENCES

IFB #2024115

Provide a minimum of two references within the past (5) 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:

3.6 PRICE

IFB #2024115

To be accepted, Bidders must thoroughly complete all blanks in this section. Bidders must ensure that all calculations are correct.

DESCRIPTION	UNIT PRICE
STAR Transit is asking for two (2) price options:	
Detailed Wash (Includes all items listed under Project Specifications) Once (1x) per Month	
Detailed Wash (Includes all items listed under Project Specifications) Twice (2x) per Month	

Authorized Signature

Company Name (print)

Name and Title (print)

Date

3.7 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 bid.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/
CONTRACTOR: _____

3.8 DELINQUENT STATE BUSINESS TAX CERTIFICATION

By signing and submitting this bid, the 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 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 BID is submitted if at any time the Respondent/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "bid" "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," "principal," "bid," 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 bid 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 bid 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 bid 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.

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

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

BIDDER LEGAL NAME: _____

3.9 SAM.GOV VERIFICATION

System for Award Management (SAM) registration is required for any entity to bid on and get paid for federal contracts. If Bidder is registered with SAM.gov, please provide the following information or provide a copy of registration with bid.

CAGE Code: _____ DUNS Number: _____ Expiration Date: _____

If Bidder is NOT registered with SAM.gov, visit <https://sam.gov/content/home> to start process. If you have questions regarding this process, please contact the STAR Transit's Project Manager for guidance.

3.10 CIQ FORM

Visit Texas Ethics Commission website at <https://www.ethics.state.tx.us/forms/conflict/> to download and print pdf, if needed.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed.	_____ Name of Officer	
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
_____ Signature of vendor doing business with the governmental entity	_____ Date	

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

3.12 FEDERAL AND STATE REQUIRED CLAUSES

Must be completed where stated and all clauses included as part of the Bidders sealed bid.

1. PROHIBITED INTEREST

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

2. PRIVACY ACT

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

3. BONDING

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

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

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

The STAR Transit agrees to require its third-party contractors and third party Subcontractors, at as many tiers of the Project as required, to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third-party contract records to the extent required by 49 U.S.C. § 5325(g). The STAR Transit further agrees to require its third-party Contractors and third-party Subcontractors, at as many tiers of the Project as required, to provide sufficient access to third party

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

documents as may be required within the time specified;

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

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

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

4. HOUSE BILL 89

If required to make a certification pursuant to Texas Government Code Section 2271.02, the Vendor providing goods and services under a contract confirms that it does not and will not boycott Israel during the term of the contract.

5. SENATE BILL 13

Pursuant to Chapter 2274, Government Code, as enacted by S.B. 13, 87th Legislature, STAR Transit is prohibited from using public funds to contract with entities who boycott energy companies. By signing a contract, the Vendor verifies that it does not discriminate against energy companies and will not discriminate during the term of the contract.

6. SENATE BILL 19

Pursuant to Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, STAR Transit is prohibited from using public funds to contract with entities who discriminate against firearm and ammunition industries. By signing a contract, the Vendor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of a contract.

7. PROCUREMENT OF RECOVERED MATERIALS

Vendor agrees to comply with all applicable provisions of 2 CRR 200.322

8. DOMESTIC PREFERENCE

As appropriate and to the extent consistent with law, the Service Vendor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregate such as concrete; glass including optical fiber; and lumber.

3.13 ATTACHMENT A: SERVICE AGREEMENT

This Service Agreement will be executed after the notice to proceed to the awarded bidder.

**AGREEMENT FOR MOBILE BUS WASHING SERVICES
BETWEEN _____ AND STAR TRANSIT
PURSUANT TO IFB 2024115**

THIS AGREEMENT is made and entered into by and between STAR Transit, (hereinafter “Customer”), a Political Subdivision of the State of Texas, and _____ (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, Customer desires that Contractor provide Mobile Bus Washing Services (hereinafter “Services”) pursuant to IFB 2024115; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Mobile Bus Washing Products and Services

- A. Contractor shall provide mobile bus washing products and services in accordance with and at the price set forth in IFB 2024115, and as described in detail in the Contractor’s Bid dated _____. Price includes any and all assessed fees, including transportation, supplies, water, and labor costs.

Section 2. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the project specifications required under this Agreement.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them.

Section 3. Term

- B. The term of this Agreement shall begin _____ and end on _____. Agreement terms are a total of five (5) years. Unless either party utilizes the termination clause(s) in Section 10 of this Agreement.

Section 4. Invoicing and Payment

- A. Pricing shall be calculated at the rates set forth in the attached Exhibit A.
- B. Invoices are to be submitted to STAR Transit Administrative Office located at 500 Industrial Blvd. or mailed to PO Box 703, Terrell, TX 75160 on a monthly basis.
- C. Invoices are to be itemized by Date, Vehicle #, and Location of Service.
- D. Customer agrees to pay all invoices on a net thirty (30) day payment cycle, or three (3) 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 may nullify Agreement.
- E. Customer is tax exempt; therefore, invoices cannot include sales tax. Customer shall provide a Tax Exemption Certificate to Contractor.

Section 9. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by written agreement executed by both parties.
- B. All written communication, modifications, and waivers shall be sent in any of the following methods:

Customer:	By Mail: STAR Transit Attn: Project Manager PO Box 703 Terrell, TX 75160	By Email: telliott@startransit.org Cc: thenricks@startransit.org
Contractor:	By Mail: Attn: _____ _____ _____	By Email: _____ Cc: _____ (if Applicable) _____

Section 10. Termination

- A. Termination for Convenience:
 - 1. Customer/Contractor may terminate this Agreement at any time upon ninety (90) days written notice.

- B. Termination for Default:
 - 1. Customer may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Project Specifications or any extension thereof granted by the Customer in writing;
 - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in the Agreement or fails to perform any of the provisions of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach of failure to Customer's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from Customer specifying such breach or failure.

- A. Upon termination of this Agreement, Customer shall compensate Contractor in accordance with the above Compensation Section for those services which were provided under this Agreement prior to its termination, and which have not been previously invoiced to Customer. Contractor's final invoice for said services will be presented to and paid by Customer in the same manner set forth in the Compensation Section above.

- B. If Customer terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 11. Bonding and Insurance

- A. Contractor shall carry General Liability Insurance for the length of this Agreement at the state minimum requirements.

- B. Contractor shall carry Workers Compensation Insurance for the length of this Agreement.

- C. Customer must be named as additional insured on the General Liability Insurance. The General Liability Insurance and Workers Compensation policies must include a Waiver of Subrogation in favor of Customer.

- D. Contractor's insurance policies shall be endorsed to provide Customer with sixty (60) days' advance written notice prior to any cancellation or reduction in coverage, and ten (10) days' notice for non-payment of premium.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to effective on the _____ day of _____, 2024.

STAR TRANSIT

CONTRACTOR

Tommy Henricks, Executive Director

Owner

ATTEST:

Teresa Elliott, Project Manager/Exec. Asst.

Date

**EXHIBIT A
PRICE**

Customer will be charged \$_____ per Detailed Wash.

Detailed Wash includes the following services:

- Thorough rinsing of vehicle
- Power Wash and Brush Wash with environmentally safe chemicals
- Scrubbing of wheels and tires
- Final rinse and ensure all soap/chemicals are removed
- Add tire shine application