REQUEST FOR PROPOSALS

FOR

MOBILE TICKETING SYSTEM
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PART 1
REQUEST FOR PROPOSAL

1.1 Invitation: The Woodlands Township (hereinafter “The Township”) is seeking proposals from qualified firms for The Woodlands Township Mobile Ticketing System.

1.2 Introduction: The Woodlands Township (the “Township”), is a political subdivision and a special purpose district of the State of Texas, created, organized and operating pursuant to the provisions of Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended. The Township provides public transportation via three Park & Ride lots within the Township. The Township is a recipient of Federal Transit Administration (FTA) and other transportation funding sources.

The Woodlands Township is committed to enhancing business/supplier diversity opportunities for all who want to do business with the Township. The Woodlands Township believes it is fundamental to the Township’s commitment to the local economy to allow competition in order to grow and develop a portfolio of critical and valued business partners. The Woodlands Township believes that generating open competition brings value and an ability to leverage the best resources in the marketplace. Supplier diversity increases The Woodlands Township’s access to creativity and innovation.

1.3 Procurement Schedule:

1.3.1 Summary of Salient Dates: Following are the salient dates of the procurement process:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposal Issued.</td>
<td>May 17, 2017</td>
<td>N/A</td>
</tr>
<tr>
<td>Pre-Proposal Conference Call (posted as addendum)</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Last Day toSubmit Questions and/or Modifications to the Procurement/Contract</td>
<td>June 13, 2017</td>
<td>5:00 P.M. (CDT)</td>
</tr>
<tr>
<td>The Woodlands Township Response to Requests for Clarification and/or Modifications</td>
<td>June 21, 2017</td>
<td>5:00 P.M. (CDT)</td>
</tr>
<tr>
<td>Proposal Package Due</td>
<td>June 30, 2017</td>
<td>4:00 P.M. (CDT)</td>
</tr>
</tbody>
</table>

1.3.2 Inquiry and Questions: Proposal Packages should be submitted to, and any requests and all questions should be directed to:

The Woodlands Township
2801 Technology Forest Blvd
The Woodlands, Texas 77381
Attn: Mr. Chris LaRue, Transit Program Manager
E-mail: clarue@thewoodlandstownship-tx.gov
Tel: 281-210-3810

1.3.3 Pre-proposal Conference: A Pre-proposal Conference will be held at the date and time and place as indicated in an addendum to be published on the Township’s Bid Postings webpage. All prospective proposers are encouraged but not required to attend/participate.

1.3.4 Request for Clarification and/or Modifications: Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing as provided in Section 4.2.2., Proposers Requests and Appeals, of the contract documents. The Request for Proposal documents (which will ultimately form the Contract) can only be modified in writing. The Transit Program Manager must receive requests for changes to, or approval of equals, clarifications or modifications to the request for proposal no
later than 5:00 p.m., on the date indicated above. Those requests may be emailed to clarue@thewoodlandstownship-tx.gov. The Transit Program Manager will issue a response to those requests to all proposers on the Township Bid Postings webpage on the date indicated above. The Woodlands Township assumes no responsibility for delayed or lost responses. Proposers should contact the Transit Program Manager if they believe a response is missing or lost.

1.3.5 **Receipt of Proposal:** Prior to the time and date indicated above, (in the section entitled, "Summary of Salient Dates") all Proposal Packages shall be delivered to the Transit Program Manager at the address indicated above, (in the section entitled "Inquiry and Questions"). Proposal Packages received after the above time and date shall not be considered, except as provided in the section entitled "Late Submissions." A digital submission in PDF form is required, preferably on a USB flash drive, and will not be returned. In addition, five (5) bound copies of the technical proposal, and five (5) bound copies of the price proposal shall be submitted in separate sealed packages. The technical proposal package shall be labeled "Technical Proposal – The Woodlands Township Mobile Ticketing System" and the price proposal envelope shall be labeled "Price Proposal – The Woodlands Township Mobile Ticketing System" and addressed as indicated above, (in the section entitled "Inquiry and Questions").

1.3.6 **Amendment and/or Postponement:** The Woodlands Township reserves the right to postpone, for its own convenience, the deadline for submitting proposals. Further, The Woodlands Township reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective proposers via the Township’s website. The deadline for submitting proposals shall be at least five (5) working days after the last addendum and the addendum shall include an announcement of the new date, if applicable, for submitting proposals. Any Proposer whose proposal has already been submitted to the Township when the decision to postpone is made shall be afforded the opportunity to revise or withdraw their proposal.

1.4 **Acceptance Period:** Proposals shall remain valid for a period of ninety (90) calendar days from the date of submission. If a Best and Final Offer has been requested of the Offeror/Proposer by the Township, the Proposal shall remain valid for a period of up to sixty (60) additional days from the date of submission of the Best and Final Offer.

1.5 **Evaluation and Selection of Proposals:**

1.5.1 **General:**

1.5.1.1 **Separate Packages:** Proposers are required to respond to this RFP with two separate packages: a technical proposal and a price proposal. The Woodlands Township’s Evaluation Committee will first evaluate the technical proposals and determine which are responsive and technically acceptable. These will be ranked within a technical competitive range. Price proposals will be opened only for those firms within the technically competitive range.

1.5.1.2 **Responsiveness:** In order for a Proposer to be eligible to be awarded the Contract, the Proposal must be responsive to the Request for Proposal, and the Township must be able to determine that the proposer is responsible to perform the Contract satisfactorily. Responsive Proposals are those complying in all material aspects of this solicitation. Proposals which do not comply with all the terms and conditions of this solicitation may be rejected as nonresponsive. A Proposer may, at any time after the submission of the Proposal, be requested to submit further written evidence verifying that the firm(s) meets the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the Proposal may be rejected.

1.5.1.3 **Organization of Technical Proposal Materials:** To enhance the comparability and facilitate evaluation, all proposals must be organized addressing each of the evaluation criteria as set forth in the following section entitled "Evaluation of Technical Proposal." The Woodlands Township shall appoint an Evaluation Committee to evaluate all proposals submitted.
1.5.2 Evaluation of Technical Proposal:

1.5.2.1 Initial Evaluation: All proposals will be initially evaluated and ranked based on weighted evaluation criteria listed below or that may be issued in addenda. Evaluation criterion is deemed to include any unstated "sub-criterion" that logically might be included within the scope of the stated criterion.

1.5.2.2 Review: The technical submittals shall be reviewed and evaluated by the Evaluation Committee on the basis of the rating system indicated in the following section. The technical evaluation shall be based on the responsiveness of the technical submittal to the needs of The Woodlands Township and to the requirements of the technical specifications with a maximum numerical rating as indicated herein.

1.5.2.3 Evaluation Form: Each member of the Evaluation Committee shall complete an evaluation form for each technical proposal submitted. The final technical rating for each proposal shall be based on the average of the total score compiled by members of the Evaluation Committee.

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Key Personnel:</td>
<td>15</td>
</tr>
<tr>
<td>Identify key personnel and team hierarchy.</td>
<td></td>
</tr>
<tr>
<td>Provide resumes of all key personnel who are</td>
<td></td>
</tr>
<tr>
<td>proposed to work on this project</td>
<td></td>
</tr>
<tr>
<td>B. Project Approach:</td>
<td>50</td>
</tr>
<tr>
<td>Consists of a narrative of how the firm would</td>
<td></td>
</tr>
<tr>
<td>accomplish this project.</td>
<td></td>
</tr>
<tr>
<td>Provide a narrative description of the firm’s</td>
<td></td>
</tr>
<tr>
<td>project plan and approach required to</td>
<td></td>
</tr>
<tr>
<td>accomplish the objective listed in the scope</td>
<td></td>
</tr>
<tr>
<td>of work.</td>
<td></td>
</tr>
<tr>
<td>C. Relevant Experience and Past Performance:</td>
<td>20</td>
</tr>
<tr>
<td>Consists of a summary of the firm’s</td>
<td></td>
</tr>
<tr>
<td>organization and the firm’s past overall</td>
<td></td>
</tr>
<tr>
<td>experience as well as experience on similar</td>
<td></td>
</tr>
<tr>
<td>or related contracts. Include a list of</td>
<td></td>
</tr>
<tr>
<td>verifiable references on similar or related</td>
<td></td>
</tr>
<tr>
<td>contracts, including company or client’s name,</td>
<td></td>
</tr>
<tr>
<td>address, telephone number and contact person.</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL 85

1.5.2.4 Technical Evaluation: Following an initial evaluation and ranking of the technical proposals submitted, the Township will identify those firms technically qualified to perform the work regardless of price. If The Woodlands Township determines that a Proposal is not technically sufficient or a Proposer is not technically qualified, that Proposal will not be evaluated further. The Woodlands Township will return the unopened Price Proposal to the Proposer if requested after award as indicated in Section 1.5.3.1.

1.5.2.5 Further Discussions/Clarification: After determining which of the technical proposals are within the competitive range, the Evaluation Committee shall determine whether acceptance of the most favorable initial proposal without discussion is appropriate and in the best interest of The Woodlands Township or whether negotiation should be conducted with all proposers within the competitive range. If the Committee determines it is in the best interest of The Woodlands Township to enter into negotiations with the proposers in the competitive range, the committee may submit, only to the proposers in the competitive range, questions regarding their proposals which it feels are appropriate for discussion or which need additional clarification. Proposers shall be prepared to respond, in writing, to all questions within the time frame provided by the Technical Evaluation Committee. If deemed necessary by the Committee, oral interviews and discussions with the proposers may be required.

1.5.2.6 Re-evaluation (if necessary): When discussions (if conducted) have been completed, the technical proposals from the proposers in the competitive range shall be re-evaluated and ranked on the basis of
documented changes and modifications to the proposals. All changes or modifications to the proposal must be documented in writing to be considered in the re-evaluation.

1.5.3 Evaluation of Price Proposal:

1.5.3.1 Opening of Price Proposal: The Woodlands Township will only open and evaluate the Price Proposals of those firms who are determined to be technically acceptable to perform the work and ranked within the technically competitive range. All other price proposals shall be returned unopened and will be returned after award upon the request of the proposer. The Woodlands Township will shred all unopened price proposals that are not requested within 14 days of notification of contract award.

1.5.3.2 Scoring: The Selection Committee’s recommendation for award of this contract shall be based on the highest total points for each submittal. This number shall be arrived at by adding the average total rating for the Technical Proposal to the point rating determined for the Price Proposal:

\[
\text{Price Score} = \text{ Lowest Price } \times 15 \text{ points} = \text{ Price Score}
\]

Firm’s Price

The price score of Firm B is shown in the following example:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Price Proposal</th>
<th>Price Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>$100</td>
<td>15.00 points</td>
</tr>
<tr>
<td>B</td>
<td>$125</td>
<td>12.00 points</td>
</tr>
<tr>
<td>C</td>
<td>$115</td>
<td>13.04 points</td>
</tr>
</tbody>
</table>

\[
\text{Price Score} = \frac{$100.00 \text{ (Lowest Price, Firm A) }}{12 \text{ points}} = 12 \text{ points}
\]

\[
\text{Price Score} = \frac{$125.00 \text{ (Firm B Price) }}{12 \text{ points}} = 12 \text{ points}
\]

1.5.4 Combined Proposal Scoring: The sum of points scored on both the technical and price will be considered in the determination of the overall competitive range and contract award.

An example of the combined scoring follows:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Technical Score</th>
<th>Price Score</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>69 points</td>
<td>15.00 points</td>
<td>84.00 points</td>
</tr>
<tr>
<td>B</td>
<td>66 points</td>
<td>12.00 points</td>
<td>78.00 points</td>
</tr>
<tr>
<td>C</td>
<td>73 points</td>
<td>13.04 points</td>
<td>86.04 points</td>
</tr>
</tbody>
</table>

In this example, Firm C is the highest rated firm in the overall competitive range.

1.5.5 Interviews, Discussions, and Negotiations:

1.5.5.1 Interviews: The committee will determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether interviews and/or discussions should be conducted with all Proposers within the competitive range.

1.5.5.2 Negotiations: The committee or designated members of the committee may negotiate with each Proposer whose proposal falls within the overall competitive range. Each Proposer remaining within the overall competitive range at the close of negotiations may be allowed to submit a final supplement called a "best and final offer."

1.5.6 Best and Final Offer: The best and final offer will contain all information and documents necessary to state the Proposer’s entire proposal without reference to the original proposal or to any supplements that may have been submitted during negotiations. All Proposers that submit best and final offers will be evaluated by the committee, or designated committee members, based upon those best and final offers.
1.5.7 **Contract Award:** Award will be made to the responsible firm whose proposal is most advantageous to The Woodlands Township. Accordingly, The Woodlands Township may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest Price Proposal if doing so would not be in the overall best interest of The Woodlands Township.

1.6 **Late Submissions:**

1.6.1 **Receipt Prior to Award:** Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(a) was sent by registered or certified mail and postmarked no later than the fifth calendar day before the date specified for receipt of proposals (e.g., a proposal submitted in response to a solicitation requiring receipt of proposals by the 20th of the month must have been postmarked on or before the 15th); or

(b) was sent by courier service which guaranteed delivery by the submittal deadline; or

(c) is the only proposal received.

1.6.2 **Postmark:** The only acceptable evidence to establish the postmark date of a proposal or modification sent by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service.

1.6.3 **Courier Delivery Date:** The only acceptable evidence to establish the courier service guaranteed delivery date is a receipt or other documentary evidence which will establish that the proposal or modification was sent by a courier service to be timely delivered.

1.6.4 **Time/date Stamp:** The only acceptable evidence to establish the time and date of receipt at The Woodlands Township is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by The Woodlands Township.

1.7 **Documents to be Submitted with Technical Proposal:** The following documents/forms (attached hereto in the sections indicated) will be completed by the Offeror and must be submitted with the Technical Proposal:

1.7.1 **Forms:**

- 9.1.1 Offer and Certifications Form
- 9.1.2 Acknowledgment of Addenda
- 9.1.3 List of Similar Contracts/References *(This form must be submitted for all Subcontractors)*
- 9.1.4 Certifications of Restrictions on Lobbying
- 9.1.5 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion *(This form must be submitted for all Subcontractors)*
- 9.1.6 Business Questionnaire *(This form must be submitted for all Subcontractors)*
- 9.1.7 Schedule of Participation
- 9.1.8 Conflict of Interest Questionnaire

1.8 **Price Proposal Submission:** Proposers must submit their Price Proposals utilizing the forms provided in this document as Part 9, Price Proposal.

1.9 **Disadvantaged Business Enterprise Goal/Small Business Target for Federally Assisted Contracts and Small Business Participation (3%) for Locally Funded Contracts:**

The Woodlands Township has established a Disadvantaged Business Enterprise (DBE) program in accordance with

There is no contract goal associated with this procurement. However, the Township is committed to utilization of DBEs on all DOT-assisted projects toward attainment of the Township’s established overall goal of 3 percent (3%).

Policy
It is the policy of the Township to facilitate, and assure that each prime contractor or subcontractor participating on Township DOT-assisted contracts will facilitate DBE participation by:

- Complying with 49 CFR Part 26;
- Not discriminating on the basis of race, color, religion, national origin, sex, disability, or age;
- Implementing the Township’s DBE program; and
- Verifying DBE Certification.

Notice to Offerors
Notice to all offerors is hereby provided that, in accordance with all applicable federal, state and local laws, the Township will ensure that DBEs are afforded full opportunity to submit offers and responses to this solicitation and to participate in any contract(s) executed pursuant to this advertisement.

Proof of Certification
Parties responding to this RFP must provide proof verifying the certification of any DBE firm proposed to perform on this contract by one of the six certifying entities in the state of Texas. Proof of DBE certification should be included in appendices.

Identifying Certified DBE Firms
The Woodlands Township is NOT a certifying agency.

Prime offerors/bidders may obtain the latest version of the Texas Unified Certification Program DBE Information Directory on the Texas Department of Transportation website at: http://www.txdot.gov/apps-cg/tucp/default.htm

Additional DBE Certifying Agencies:
- City of Houston
- City of Austin
  - http://www.austintexas.gov/department/small-and-minority-business/about
- Corpus Christi Regional Transportation Authority
- North Central Texas Certification Agency
  - http://www.nctrca.org/
- South Central Texas Certification Agency
  - http://www.sctrca.org/

Assurances
Each contract the Township signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) or sub-recipient must include the following assurance per 49 CFR, Part 26.13(b):

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

For more information, please refer to Part 7 (Federally Required Contract Clauses) of this solicitation.
1.10 Insurance Requirements: The selected provider agrees to maintain and require its subcontractors to maintain at all times the following coverage at no less that the limits indicated:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation Insurance</td>
<td></td>
</tr>
<tr>
<td>Employers Liability</td>
<td>Statutory</td>
</tr>
<tr>
<td></td>
<td>$100,000</td>
</tr>
<tr>
<td>Automobile Liability (Including Owned and Non-Owned autos)</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$250,000 each person</td>
</tr>
<tr>
<td></td>
<td>$500,000 each occurrence</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$100,000 each occurrence</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td>Combined Single Limits for Bodily Injury and Property Damage:</td>
<td></td>
</tr>
<tr>
<td>Each occurrence for premises/operations:</td>
<td></td>
</tr>
<tr>
<td>Broad form CGL liability coverage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products/Operations aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Umbrella Liability</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 annual aggregate</td>
</tr>
<tr>
<td></td>
<td>$25,000 self-insured retention</td>
</tr>
</tbody>
</table>

The selected provider’s coverage must be written on an Occurrence (not claims made) basis with companies acceptable to the Township, must stipulate that no take-out endorsements are included on the General Liability policy, and each policy providing coverage hereunder shall contain provisions that no cancellation or material reduction in coverage in the policy shall become effective except upon thirty (30) days prior written notice thereof to the Township shall be named as additional insured with respect to liability imposed upon it resulting from the performance of Work under this Agreement. There shall be no right of subrogation against the Township and this waiver of subrogation shall be endorsed upon the policies. Prior to the commencement of performance of the Work, Vendor shall furnish certificates which shall identify the Township to the Township in duplicate, evidencing compliance with all requirements herein. The limits of such insurance shall in no way be construed as limiting Vendor’s obligation to completely defend, indemnify and hold harmless the Township.
PART 2  
SCOPe OF WORK, TERMS AND CONDITIONS  

2.1 **Contract:** Submission of a proposal constitutes an offer to perform the work specified and to be bound by the terms contained or referenced herein. Upon acceptance of the offer, and upon award of the Contract to the successful offeror (if any), this procurement solicitation document (entitled "Request for Proposal") together with the completed and executed forms required herein, and all attachments hereto, together with the documents listed below (incorporated into this Contract by reference) shall collectively constitute the Contract. In case of any conflict among these documents where the intended resolution is not clear, the order of precedence shall be:

1) Change Orders or Contract Modifications  
2) Best and Final Offer  
3) Negotiation Memorandum (if any)  
4) Addenda to the RFP  
5) The Woodlands Township’s Scope of Work, Terms and Conditions  
6) Contractor’s original proposal  

2.2 **Contract Period:**  

2.2.1 **Commencement:** Contractor agrees to commence work within ten (10) business days from the date the Contract is executed.  

2.2.2 **Performance Deadlines:** Subject to any delays by strikes, fires, or other casualties, and any other causes of delay over which the Contractor may have no control, Contractor agrees to use due diligence in completing the work set out in the scope of work.  

2.2.3 **Contract Completion:** The Base Year of the Contract shall be fully completed as evidenced by Final Acceptance by The Woodlands Township, within twelve (12) months from the date of the Notice to Proceed or Purchase Order, as applicable.  

2.3 **Scope of Services:**  

2.3.1 **Overview of The Woodlands Township:** The Woodlands Township is a transit agency authorized under Chapter 451 of the Texas Transportation Code.  

The Woodlands Township currently provides commuter bus operations, a fixed route urban circulator, and complementary paratransit services. Of these, the commuter bus operation, known as The Woodlands Express, is the subject of this solicitation. The Woodlands Express provides approximately 725,000 passenger trips annually.  

2.3.2 **Purpose of this RFP:** This Request for Proposal (RFP) is to solicit responses from firms for The Woodlands Township Mobile Ticketing (MTS) System. These firms should have proven capability to develop, implement, support, operate and maintain a secure, end-to-end mobile phone ticketing system.  

The Woodlands Township is procuring a mobile phone ticketing system that will be deployed in two (2) main phases. Further, the system should support The Woodlands Township with future potential partnerships for seamless interfacing and revenue/ridership reporting with other transit agencies with a mobile ticketing system.  

The system must provide secure mobile phone ticketing with both electronic and visual ticket verification. A critical component of the system shall be a variety of security features to maximize the integrity of a visual ticket verification process, to be considered Phase 1. Additionally, electronic verification, to be considered Phase 2, shall be capable of verifying secure bar codes, QR codes as displayed on mobile phone screens. Advanced security features must also be easily visually interpreted in the event fare inspection personnel are...
utilized to ensure validity and eliminate fraudulent tickets. To the extent feasible, an “open” standards-based system must be utilized. The Woodlands Township’s goals for the system include but are not limited to:

- Increasing convenience and improve customer experience through an alternative for cash payments for fares.
- Enabling customers to purchase multiple tickets at one time, for multiple people on the same trip (i.e., families) or for trips on different days
- Providing new fare payment alternatives for customers during special events for paying for transit, parking, and said special event ticketing
- Providing the ability to collect data for improved service planning and marketing efforts
- Increasing operational efficiencies
- Strengthening security of fare revenues through the minimization of fraud opportunities
- Accommodating introduction of potential new products and promotions that result in the absolute increase in total system ridership
- Providing customer loyalty rewards capability, including but not limited to earning rides and advertising
- Reduce cash handling in The Woodlands Township’s system
- Enabling passengers to visually understand when the next bus on their route will arrive with an estimated time of arrival (ETA).

The Contractor’s scope for the MTS shall include:

- System design for all software and all necessary hardware
- Training and documentation
- On-line tools for use by The Woodlands Township customer service agents
- System installation, testing implementation, hosting and operation, software maintenance services, and warranty services

The MTS as proposed shall be based on service-proven software, mobile applications, and technology satisfying all technical and functional requirements herein, at no cost to The Woodlands Township’s customers for utilizing this service and/or application to include but limited to updates and upgrades required to maintain the functionality of the software and application.

2.3.3 General Mobile Ticketing Requirements: The Mobile Ticketing System will include base requirements and options for features which may be selected by The Woodlands Township. An overview of those requirements is as follows:

- Support customer mobile devices utilizing the prevalent versions of the mobile operating systems by Apple (iOS), Google (Android)
- For the base requirements and options selected, the Contractor will deliver a Mobile Ticketing System with unlimited site licensing, based on a proven back-end-hosted, PCI compliant software system with a customer-focused mobile application that uses technology appropriate for transit-related services
- The scope of this effort includes any required hardware, software, unlimited site licensing, configuring, training, implementing and integration to meet the delivery of a fully functional and tested Mobile Ticketing System
- The scope also includes recommendations by the Contractor for any associated hardware, software, or services needed to support a fully functional system.
2.3.4 **MTS Design:** Design of the MTS includes the technical requirements gathering and detailed design, beginning with on-site assessment and discussion with affected The Woodlands Township departments. This phase will determine how the hardware and systems will be installed, how the application will be presented to the customer, and how the system will be managed in the back end. The Contractor will work with The Woodlands Township to develop materials that will provide a basis to help instruct The Woodlands Township customers the easiest and most efficient way to use the system to their utmost advantage. Deliverables to be produced:

- On-Site Assessment; documentation of findings
- Hardware recommendations
- System Detail Design
- System Implementation Plan (Final)
- Risk Management Plan (Final)
  - An analysis of likely risks with both high and low impact
  - Mitigation strategies to help the project avoid being derailed should problems arise
  - A periodic review of the plan by the project team to avoid having the analysis become not reflective of actual potential project risks
- Marketing & Customer Outreach Plan for both Fixed Route and Business Partners
- Baseline Project Schedule

In addition, the system must meet the following criteria:

- Operate initially as a standalone mobile ticketing solution with potential for future integration and/or interfacing with The Woodlands Township’s new fare collection system which may include, but not be limited to magnetic ticketing and/or smart card functionality
- Perform within the varying on-board environmental and lighting conditions experienced on transit vehicles and at stations subject to adequate cellular service reception
- Function within all environmental conditions experienced in the Greater Houston region
- Be easily scalable to support growth and system integration based on customer adoption of the system

2.3.5 **Security:** Data security for the MTS applications, system and interfaces shall employ the most current industry and U.S. government techniques such as AES, 3DES, etc. to ensure that all data is safeguarded from unauthorized access or use and programs are protected from any known cyber-attack or computer virus.

Bar code images shall be secured via encryption or other method to ensure the integrity of issued tickets. Additionally, the MTS application shall contain a variety of security features to allow for applicable Transit Agency personnel to easily visually identify invalid, expired or fraudulent mobile tickets.

2.3.6 **PCI Compliance:** The entire MTS System, all MTS applications that process payments, and all communications and computer systems comprising the entire MTS shall be in full compliance with the Payment Card Industry (PCI) standards ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)) at the time of design approval. The MTS shall be implemented and operated in a PCI-compliant manner at all times.

Contractor shall identify and notify The Woodlands Township of any changes to the standards that are instituted between the time of Notice to Proceed (NTP) and implementation and certify that their software meets these requirements. Contractor shall furnish documentation not less than 30 days after NTP to provide full details for compliance with all aspects of applicable PCI standards.

In addition to the above, the MTS shall be compliant with all applicable PCI Information Supplements and Guidelines in force, or that have a known implementation date, at the time of NTP. The Contractor shall
ensure that the MTS application is compliant at all times and all costs associated with being PCI compliant will be that of the Contractor. At no time is any customer credit card information to be stored and/or maintained by The Woodlands Township’s database.

2.3.7 Aesthetic Requirements: The MTS User display instructions and selection keys shall be easy to read, understand and use. Screen layouts of the customer’s mobile device shall be constructed to minimize the likelihood that a user will activate the incorrect key or more than one key with one touch. All graphics shall be in accordance with the graphics standards employed by The Woodlands Township.

2.3.8 The Woodlands Township Mobile Ticketing Software (Base Requirements): Outlined below and in the Compliance Matrix are the features and functionality of the base Mobile Ticketing Application System. Please indicate functionality provided by your system utilizing the Compliance Matrix found in this package. This section defines the deliverables and optional components.

2.3.8.1 Mobile Ticketing Customer Application: The customer will have the ability to easily download and install on their internet enabled mobile smart device an application that includes the following functionality:

- **Ticketing** – allows customers to purchase products of various types (referred to throughout this document as “tickets”) via their internet-enabled mobile smart device or web portal. Tickets include transit fares, partner event tickets, and parking fees.
- **Website integration** – allows customers to access the agency website link within their internet-enabled mobile smart device to access features such as route and schedule information, detours, notices, and other service information.
- **Notifications** – provides the customer notifications of newly upgraded versions of their internet enabled mobile smart device when new upgrades by the manufacturer are being implemented.
- **Sell and issue a variety of tickets**, both activated upon purchase and activated by the customer after purchase, but prior to riding the transit agency’s services. See the WOODLANDSTRANSIT.COM website for additional information on current fares.
- **Allow for visual and electronic fare verification of valid/invalid fare products in an efficient manner, including date and time of validation.**
- **Allow for a wide variety of payment options**, including but not limited to, credit, debit, prepaid cards, bank accounts, PayPal, pre-tax transit benefits all required for initial deployment.
- **Support a wide range of billing and pricing solutions**, including all current agency fare products, reduced/concessionary fares, time of day peak hour pricing, special event pricing, parking, special event ticket pricing.
- **Provide an easy to use mechanism for additional tickets**, including fare products to be entered with future effective dates.
- **Allow for customer service issues (i.e., refunds or ticket re-issuance) to be resolved by the agency call center agents using comprehensive on-line web based tools.**
- **Capable of operating in an offline manner (without wireless connectivity), with the exception of customer purchases of fare products.**
- **Adhere to industry best practices for accessibility in web and mobile applications, including Mobile Web Applications Best Practices.**
- **Allow for reconciliation by agency for all fare products sold and for all products used.**
Allow for quickly processing all transactions in a highly accurate and reliable manner that achieves no less than 99.9% in service availability for all functionality, and no less than 99.9% accuracy for all MTS transactions and data transmissions. When The Woodlands Township deploys electronic scanning devices, electronic verification of mobile tickets shall successfully verify and complete the scan in no greater than 500 milliseconds using readily available commercial scanning devices. Electronic verification by scanners must be capable in an offline environment.

Allow for a security photo feature, through the import of a patron’s photo from The Woodlands Township’s patron ID database, to be securely used in conjunction with the app. This is to evidence that the reduced fare being presented is authorized to be used by the person displaying the app.

Allow for restricting fare products available to certain users. For example, no half fare products would be available to patrons not previously enrolled and registered with The Woodlands Township for half fare products.

Include a solution to limit the volume of purchased but unused ("banked") reduced fare products by a reduced fare patron, so that the patron does not have excess half fare products when the patron’s half fare status expires.

Allow for The Woodlands Township to turn off the half fare eligibility of patrons (and simultaneously the half fare photo ID that is used in conjunction with the app), and any fare products, individually or collectively. This feature will be used when half fare eligibility expires, or to control fraud.

Log GPS data with the transaction that allows for tracking Longitude and Latitude data if the patron has GPS enabled (to facilitate targeted couponing/promotions).

2.3.8.2 Mobile Ticketing Back Office Management:

System Configuration will include setting up options for which tickets will be presented for purchase, what characteristics they possess, the cost as well as other parameters that need to be established.

Ticket Sales will entail information on tickets sold including other associated information such as purchase location, tickets not/never validated, etc.

Customer Usage Statistics will include information on tickets used including other associated information such as validation location, route/block validated, date, time and GPS coordinate of boarding’s.

An audit trail will be maintained of any patron eligibility and fare which were disabled/re-enabled by The Woodlands Township, to include the time, and reason of/for the disabling/re-enabling.

Provide a method for bulk sales to an organization such that the organization can distribute tickets to individuals

Customer Information will include email address registered, profile information, etc.

Reporting should include ad hoc reporting on all aspects of the system data.

2.3.8.3 Ticket Validation Application:

As part of The Woodlands Township fare collection system, Contractor provided validators will be installed on all The Woodlands Township fixed route) fleet. The Contractor shall work with The Woodlands Township to define an application for
ticket validation and data transfer from the onboard validator to the Contractor’s back office system.

- The contractor shall be responsible for providing, managing, and testing the software upgrade to the validators.

### 2.3.8.4 Trip Planning Application System: (optional)

- This application is a dedicated trip planning application for allowing customers to perform more quickly and accurately than a link to the Woodlands Township website trip planner as well as integration with real-time information of bus locations.

### 2.3.9 Implementation Tasks and Project Deliverables:
The following phases will result in specific tasks performed to produce the phase deliverables. These are required to be performed by the Contractor as part of delivering a fully functional and tested The Woodlands Township Mobile Ticketing System.

#### 2.3.9.1 Startup:
Meet with The Woodlands Township project management and business area stakeholders for project planning, including review of proposed schedule, roles and responsibilities, conduct complete review of functionality to be delivered, and other project activities. Deliverables to be produced:

- Project Organization
- Project Schedule (Draft)
- System Implementation Plan (Draft)
- Risk Management Plan (Draft – See Para. 2.3.4)
- Compliance /Traceability Matrix
- Project Kick-Off Meeting (The Woodlands Township Project Team and Contractor)

#### 2.3.9.2 Design:
Technical requirements gathering and detailed design, beginning with on-site assessment and discussion with affected The Woodlands Township departments. This phase will determine how the hardware and systems will be installed, application presentation to the customer, and how it will be managed in the back end. The Contractor will work with The Woodlands Township to develop materials that will provide a basis to help instruct The Woodlands Township customers in the easiest and most efficient way to use the system to their utmost advantage. Deliverables to be produced:

- On-site Assessment; documentation to findings
- Hardware Recommendations
- System Detailed Design
- System Implementation Plan (Final)
- Risk Management Plan (Final – See Para. 2.3.4)
- Marketing & Customer Outreach Plan
- Baseline Project Schedule

#### 2.3.9.3 Development:
Development of all applications as well as installation within a test environment so configuration and testing of the required functionality can be started. Engineering of validation hardware must be completed and a prototype available for testing. This task will include setting the initial configuration values by the Contractor so they can be tested and changed if needed. During this phase the rollout of the system must be worked on to include training IT, Maintenance, Fare Collection and Operational staff who will have a role in the support of the system. Deliverables to be produced in both paper and electronic formats:

- Mobile Ticketing Application
2.3.9.4 Testing: Integration and testing by Contractor and The Woodlands Township to determine that all functionality required is in place and working as desired by The Woodlands Township. The testing phase will not be deemed complete until all functional requirements of the newly implemented Mobile Ticketing Application System have been fully tested and approved by the project team. The Contractor will provide a Test Procedure document with test scripts for review and acceptance by The Woodlands Township for all phases with the appropriate updates and/or revisions based on previous phase implementation findings. Deliverables to be produced:

- Test Procedure/Plan including use cases; test scripts; acceptance test criteria (Final)
- Test Results
- Test Failure Log & Remediation Plan
- Training Plan (Final)
- Delivery of all Documentation (Draft)
- Maintenance & Support Responsibility Matrix (Final)

2.3.9.5 Deployment Installation: Once all the test failures have been corrected, the Contractor will install the hardware and software in the live environment and conduct training so that all supporting staff are knowledgeable and understand their role in managing the system. Deliverables to be produced:

- Deployment of all application software systems
- Deployment of Validation Application(s)
- Delivery of all Documentation (Final)
- Implementation of Trip Planning System (if option is executed)
- Go Live Schedule and Transition Plan
- Training Conducted

2.3.9.6 Go Live and Final Acceptance: During this phase the system will be monitored for the first 30 days of revenue service. The Contractor will be required to participate in the monitoring of the system and respond to issues so they are quickly resolved. The project concludes after final acceptance and signoff by The Woodlands Township. Deliverables to be produced:

- Final Action Items & Issues Log showing all items have been closed
- Revised (final) copies of all required documentation as indicated in the Compliance Matrix and all other requirements as listed in Section 2 (Scope of Work, Terms and Conditions) of this contract.
- Activation of Warranty & Maintenance processes and services has been completed
- Lessons Learned Session

2.3.9.7 On-going Maintenance and Support: Depending on the option periods presented in the pricing and approved by the Township, Maintenance & Support shall be provided after final acceptance (see Part 2, Section 2.2.3). Requirements include:

- Ongoing maintenance, software and back office support as noted on the Compliance Matrix.
2.3.9.7 Project Management: The project management phase will be continuous throughout the project beginning with the Notice to Proceed through Final Acceptance. The contractor shall:

- Be an active partner with The Woodlands Township in assuring project success
- Provide a single point of contact for all communication regarding work under this Contract
- Coordinate all tasks with the designated The Woodlands Township project manager
- Communicate regularly with the project manager and any other staff designated to discuss progress, critical risk factors that may affect the project schedule or other success factors, as well as unique issues that may surface
- Obtain signed The Woodlands Township acceptance for tasks and deliverables as outlined and agreed upon in the system implementation plan
- Specify the commitment of The Woodlands Township’s staff resources, which will be required for successful completion of the project
- Dress in a professional manner that complies with The Woodlands Township’s dress code policy
- Establish and lead the project team to manage the Mobile Ticketing Application System project. Delivernables to be produced:
  - Bi-Weekly Project Team Status Meetings with Agenda and Minutes produced
  - Bi-Weekly Project Status Report
  - Bi-Weekly Project Schedule Update
  - Bi-Weekly Action Items/Issues Log Review and Update
  - Bi-Weekly Risk Management Plan Review and Update
  - Monthly Management Oversight Meeting
  - Monthly onsite attendance and status presentation at Steering Committee Meetings

2.3.10 Alternatives: As the mobile phone market place continues to evolve, The Woodlands Township is interested in innovative solutions and additions to the statement of work. These alternatives should expand the ability of The Woodlands Township to meet their goals. Alternatives to provide additional functionalities should be provided as part of the proposal. These may include blue tooth low energy, coupons, advertising, revenue sharing and others. Identify any alternates that that are part of your base product that can be included at no additional cost as part of the proposal. Also, identify any enhancements or upgrades that could be incorporated in the future. Pricing for the enhancement alternatives is not required until requested by The Woodlands Township.
PART 3
GENERAL TERMS

3.1 Relationship and Work in General: Contractor, an independent contractor, covenants and agrees to perform for the stated compensation, all the services described in Part 2, entitled "Scope of Work, Terms and Conditions" of this Contract. Contractor agrees to complete the work in a professional and workmanlike manner with a high degree of care to ensure the accuracy and timeliness thereof.

3.1.1 Assignment of Personnel: Contractor agrees to assign qualified staff members including a Project Director who shall be responsible for the task administration and work performance.

3.1.2 Employment of Personnel: Contractor agrees to employ, at its own expense, all personnel required in performing the services under this contract. Personnel employed by Contractor shall not be employees of, nor have any contractual relationship with The Woodlands Township. All personnel engaged in the work shall be fully qualified and shall be authorized or licensed to perform such work as required.

3.1.3 Subcontracts:

3.1.3.1 Use of Subcontractors: The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

3.1.3.2 Written Approval of The Woodlands Township: No work or services under this Contract shall be subcontracted without the prior written approval of The Woodlands Township and then only by written contract or agreement. To obtain approval, Contractor must submit to The Woodlands Township a written statement concerning the proposed award to the subcontractor that includes, at a minimum, the following:

(a) A description of the supplies or services to be called for by the subcontract; and

(b) Identification of the proposed subcontractor.

3.1.3.3 Responsibility for Subcontractor(s) Acts: The Woodlands Township’s approval of a subcontract notwithstanding, The Woodlands Township shall not be obligated to any third party, including any subcontractor retained by Consultant, for payment of any work or services performed under this Contract, or to provide any work or services as compensation for any work or services performed under this contract. The Contractor is and shall be fully responsible to The Woodlands Township for acts and omissions of Contractor’s subcontractors and any person directly or indirectly employed by the subcontractor.

3.1.3.4 Binding of Subcontractors: Unless specific waiver is granted in writing by The Woodlands Township, subcontractor shall be subject to each and every relevant and applicable provision of this Contract. Compliance by subcontractors with this Contract shall be sole responsibility of the Contractor.

3.1.3.5 Lack of Privity: Nothing contained in this contract shall create any contractual relation between any subcontractor and The Woodlands Township.

3.1.3.6 Consent Not Acceptance of Price or Waiver: Neither consent by the Contract Administrator to any subcontract nor any provisions thereof nor approval of the Contractor’s procurement system shall be construed to be a determination of the acceptability of any subcontract price or of any amount paid under any subcontract or to relieve the Contractor of any responsibility for performing this contract, unless such approval or consent specifically provides otherwise.

3.1.3.7 Cost-Plus Subcontract: The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost-basis.
3.1.3.8 **Substitution of Subcontractors:** Any Subcontractor receiving approval in accordance with this paragraph 3.1 must be utilized by the Contractor for the portion of the Work for which they were approved. The Woodlands Township will generally not entertain substitutes for any such Subcontractor in the absence of compelling circumstances to do so.

3.1.3.9 **INDEMNITY:** BY SUBMISSION OF A BID/PROPOSAL/STATEMENT OF QUALIFICATIONS (AS THE CASE MAY BE) THE CONTRACTOR AGREES THAT HE/SHE/IT WILL INDEMNIFY AND SAVE THE WOODLANDS TOWNSHIP HARMLESS FROM ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL, AT THE WOODLANDS TOWNSHIP’S REQUEST, FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED BE PAID, DISCHARGED, OR WAIVED. IF THE CONTRACTOR FAILS TO DO SO, THEN The Woodlands Township MAY, AFTER HAVING SERVED WRITTEN NOTICE, DIRECT, OR WITHHOLD FROM THE CONTRACTOR’S UNPAID COMPENSATION A SUM OF MONEY DEEMED REASONABLY EFFICIENT TO PAY ANY AND ALL SUCH CLAIMS UNTIL SATISFACTORY EVIDENCE IS FurnISHED THAT ALL LIABILITIES HAVE BEEN FULLY DISCHARGED WHEREUPON PAYMENT TO THE CONTRACTOR SHALL BE RESUMED, IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT, BUT IN NO EVENT SHALL THE PROVISIONS OF THIS SENTENCE BE CONSTRUED TO IMPOSE ANY OBLIGATIONS UPON THE WOODLANDS TOWNSHIP TO EITHER THE CONTRACTOR OR HIS SURETY.

3.2 **Termination of Contract:**

3.2.1 **Termination Without Cause:** The Woodlands Township may elect to terminate this contract in whole or in part at any time by providing Contractor thirty (30) days written notice. In the event of termination under this paragraph, the Parties agree Contractor shall be paid fees and expenses for work performed up to and including the day of termination, Contractor agrees to and shall promptly dispose of any property belonging to The Woodlands Township in the manner and means directed by The Woodlands Township.

3.2.2 **Termination For Cause:**

3.2.2.1 **Default:** Notwithstanding any other provision in this Contract, The Woodlands Township may terminate this Contract for any of the following reasons:

a. Neglect or failure by Contractor to perform or observe any of the terms, conditions, covenants or guarantees of this Contract.

b. Finding by The Woodlands Township that Contractor:

   (1) is in such unsatisfactory financial condition as to endanger performance under this Contract, including, but not limited to:

      (i) The apparent inability of Contractor to meet its financial obligations, including but not limited to payroll;

      (ii) Items that reflect detrimentally on the credit worthiness of Contractor, including but not limited to, liens, encumbrances, etc. on the assets of Contractor.

   (2) is delinquent, in the ordinary course of business, in the payment of taxes or in the payment of costs of performance of this Contract;

   c. Inability by Contractor to conform to changes in local, state and federal rules, regulations and laws; and

   d. Violation by Contractor of any rule, regulation or law to which Contractor is bound or shall be bound under the terms of this Contract.

3.2.2.2 **Notice:** Upon a decision to terminate by The Woodlands Township, written notice of such, and the effective date thereof, shall be immediately provided to Contractor. The effective date shall not be for less
than ten (10) business days unless otherwise provided in this Contract.

3.2.2.3 Termination of Subcontracts: Upon receipt of notice to terminate under paragraph. 3.2.2.2, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts which relate to the performance of this Contract. To this effect, The Woodlands Township shall not be liable to Contractor nor Contractor’s creditors for any expense, encumbrances or obligations whatsoever incurred after the date of termination.

3.2.2.4 Compensation and Liability: Within thirty (30) days of the effective date of termination (unless an extension is authorized in writing by The Woodlands Township), Contractor shall submit to The Woodlands Township its claim for the monies owed by The Woodlands Township for services performed through the effective date of termination. In addition to said claim, Contractor shall also submit to The Woodlands Township all records, data, reports and other such materials pertaining to the Project completed through the effective date of termination. The Woodlands Township shall then reimburse all reasonable and eligible expenses and professional fees incurred by Contractor prior to the effective date of termination, provided however, that such payment does not exceed the maximum amount of this Contract.

3.3 Breaches and Dispute Resolution:

3.3.1 Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Purchasing Manager. This decision shall be final and conclusive unless within ten (10) working days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Assistant General Manager-Finance & Administration. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Assistant General Manager-Finance & Administration shall be binding upon the Contractor and the Contractor shall abide by the decision.

3.3.2 Performance During Dispute: Unless otherwise directed by The Woodlands Township, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

3.3.3 Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between The Woodlands Township and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Texas.

3.3.4 Rights and Remedies: The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by The Woodlands Township or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

3.4 Inspection of Work: The Woodlands Township shall have the right to review and inspect the progress of the work described herein at all times.

3.5 Copyright: No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. All reports, maps, and other documents produced under this contract shall become the property of The Woodlands Township. The Contractor shall, at its expense, defend all suits or proceedings instituted against The Woodlands Township and pay any award of damages assessed against The Woodlands Township in such suits or proceedings, insofar as the same are based on any claim that materials furnished or work performed under the contract constitutes an infringement of any patent, trade secret, copyright, or any other proprietary right.
3.6 Proprietary Rights: Contractor agrees not to release data or information about the results of the project to any person outside of The Woodlands Township without first obtaining written authorization to release such information from The Woodlands Township.

3.7 Indemnification: CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, The Woodlands Township, the Board of Directors, and its employees, officers and representatives, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal bodily injury, death and property damage, made upon The Woodlands Township, directly or indirectly arising out of, resulting from or related to CONTRACTOR’S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement, all without, however, waiving any governmental immunity available to The Woodlands Township under Texas law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF THE WOODLANDS TOWNSHIP, THE BOARD OF DIRECTORS, EMPLOYEES, OFFICERS, AND/OR REPRESENTATIVES OF THE WOODLANDS TOWNSHIP, UNDER THIS AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the PARTIES hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall promptly advise The Woodlands Township in writing of any claim or demand against The Woodlands Township or CONTRACTOR known to the CONTRACTOR related to or arising out of CONTRACTOR’S activities under this Agreement and shall see to the investigation and defense of such claim or demand at CONTRACTOR’S cost. The Woodlands Township shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION 3.7, IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE WOODLANDS TOWNSHIP FROM THE CONSEQUENCES OF THE WOODLANDS TOWNSHIP’S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE WOODLANDS TOWNSHIP IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE WOODLANDS TOWNSHIP IS THE SOLE ACTIVE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF THE WOODLANDS TOWNSHIP AND IN THE NAME OF THE WOODLANDS TOWNSHIP, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE WOODLANDS TOWNSHIP AND ITS BOARD OF DIRECTORS, EMPLOYEES, AGENTS, OFFICERS, AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS HEREIN SET FORTH.

3.8 Ownership of Documents: The parties agree and understand that any and all documents produced under this Contract are the sole and exclusive property of The Woodlands Township and The Woodlands Township retains ownership of all such documentation including, but not limited to, studies, plans, specifications, and all related documents. To the extent necessary, CONTRACTOR HEREBY ASSIGNS AND TRANSFERS ANY AND ALL COPYRIGHTS TO The Woodlands Township.

3.9 CONTRACTING AUTHORITY PROTECTION: ANY AND ALL OF CONTRACTOR’S EMPLOYEES WHILE ENGAGED IN THE PERFORMANCE OF ANY WORK REQUIRED BY THE WOODLANDS TOWNSHIP UNDER THIS AGREEMENT SHALL BE CONSIDERED EMPLOYEES OF CONTRACTOR ONLY AND NOT OF THE WOODLANDS TOWNSHIP, AND ANY AND ALL CLAIMS THAT MAY ARISE FROM THE WORKERS COMPENSATION ACT ON BEHALF OF SAID EMPLOYEES WHILE SO ENGAGED, AND ANY AND ALL CLAIMS MADE BY ANY THIRD PARTY AS A CONSEQUENCE OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR’S EMPLOYEES WHILE SO ENGAGED IN ANY OF THE WORK OR SERVICES PROVIDED TO BE RENDERED HEREIN, SHALL BE THE SOLE OBLIGATION AND RESPONSIBILITY OF CONTRACTOR. TO THE EXTENT ALLOWED BY LAW, CONTRACTOR INDEMNIFIES, SAVES, AND HOLDS HARMLESS THE WOODLANDS TOWNSHIP AGAINST ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF WHATSOEVER NATURE OR CHARACTER, AS PERMITTED BY LAW, ARISING OUT OF ANY REASON OF THE EXECUTION OR PERFORMANCE OF THE WORK PROVIDED FOR HEREIN AND FURTHER AGREES TO DEFEND, AT ITS SOLE COST AND EXPENSE, ANY ACTION OR
3.10 **Maintenance of Records:** Contractor must maintain records to show actual time involved in performance of the Work, or each Task Order issued (if this is an Indefinite Quantities Contract) by The Woodlands Township and costs incurred.

3.11 **Progress Reports:** The Contractor shall submit to The Woodlands Township monthly progress reports. Such reports shall outline the Contractor’s work accomplished during the previous month. The Contractor is responsible for managing the project and maintaining Contractor Services within budget. Monthly progress reports submitted will include, but not be limited to, the percentage of completion of the work and each work task, special problems or delays encountered or anticipated, changes in the estimated value of each task, comparison of actual Contractor expenditures and charges to originally budgeted amounts, the anticipated work activities for the next work period, any necessary corrective action by the Contractor to accomplish project services within established cost limits, and a brief description of work accomplished, methodologies used, and conclusions reached, if any, for each task.

3.12 **Effect of Extensions of Time:** Granting of or acceptance of extensions of time to complete the work or furnish the labor or materials will not operate as a release to the Contractor from the covenants and conditions of the Contract.

3.13 **Changes and Modifications:**

3.13.1 **Changes by Contractor:** If, during the performance of Work under the Contract, the Contractor finds it impracticable to comply strictly with the specifications, the Contractor will notify the Purchasing Manager immediately in writing.

3.13.2 **Written Acceptance by The Woodlands Township:** Any proposals by Contractor that vary or add to this Contract shall be construed as additional terms or modifications and shall not become part of the Contract unless accepted in writing, by Purchasing Manager.

3.13.3 **Change Orders/Contract Modifications:** All changes in the work contemplated herein, or the work otherwise specified in Task Orders issued hereunder (if this is an Indefinite Quantities Contract), shall be made only with the prior approval of the Purchasing Manager and only by appropriate written Change Order or Contract Modification as appropriate. The Purchasing Manager may, at any time, by a written Change Order or Contract Modification, and without notice to the Surety (if any), make changes within the general scope of this Contract. If the change affects the Contractor’s costs, then the Purchasing Manager shall also make an equitable adjustment in the Contractor’s compensation, after compliance by the Contractor with the Price Request procedure provided below. Charges or credits for the work covered by such approved Change Orders or Contract Modifications shall be determined by one or more, or a combination, of the following methods:

(a) Unit prices previously approved.
(b) An agreed lump sum.
(c) The actual cost of:
   1) Labor, including foremen;
   2) Materials entering permanently into the work;
   3) The ownership or rental cost of construction plant and equipment during the time of use on extra work;
   4) Power and consumable supplies for the operation of power and equipment;
   5) Insurance;
   6) Social Security and old age and unemployment contributions;
   7) An equitable allowance for profit.

3.13.4 **Price Requests:** Where the Purchasing Manager foresees issuing a Change Order affecting Contractor’s costs, a Price Request will be issued to the Contractor. Unless otherwise specified therein, the Contractor shall fully respond to the Price Request within 10 days of issuance.
3.14 **Assignment**: The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the whole or any part of this Contract or his right, title or interest in or to any monies due or to become due under this Contract without The Woodlands Township’s express written consent. If such consent is given, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

3.15 **Whole Agreements**: The Contract constitutes the whole of the agreement between the parties hereto and neither thereof has been induced to make or enter into the Contract by reason of any promise, agreement, representation, statement, or warranty other than contained herein.

3.16 **Partial Invalidity**: If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

3.17 **Titles and Headings for Convenience Only**: As used throughout this Contract, titles and headings of sections are for convenience only, and shall not be used to aid in interpretation of the provisions contained herein.

3.18 **Notice, Waiver and Applicable Law**:

3.18.1 **Notices**: Notice given to Contractor and The Woodlands Township shall be given to the parties in writing by certified mail at the respective designated addresses.

3.18.2 **Waiver**: Waiver by The Woodlands Township of a breach by Contractor of any provision of this Contract shall not be deemed a waiver of future compliance therewith, and such provision, as well as other provisions hereunder, shall remain in full force and effect.

3.18.3 **Applicable Law and Venue**: The rights and duties of the parties hereto shall be determined by the laws of the State of Texas, and to that end venue shall lie, and this agreement shall be considered and construed as a contract made and to be performed in The Woodlands, Montgomery County, Texas. All work performed, materials and supplies and/or construction furnished pursuant to this solicitation and Contract shall be in compliance with the laws and regulations of the State of Texas and the United States of America and local rules and ordinances as may be applicable. Contractor shall, if requested by The Woodlands Township, supply certification and evidence of such compliance.

3.19 **Access to Records and Reports**:

3.19.1 **Audits**: Upon three (3) days written notice, Contractor agrees to and shall provide The Woodlands Township or any The Woodlands Township representative, 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. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as determined by The Woodlands Township or its representative.

3.19.2 **Maintenance of Records**: The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period as required by the appropriate retention statutes but in no case less than three (3) 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 Woodlands Township has disposed of all such litigation, appeals, claims or exceptions related thereto.
3.20 **General Definitions:**

"Appeal" means a formal request for reconsideration of a determination rendered by the Contract Administrator in respect of:

(a) a request, prior to contract award, as set forth in the section entitled, "Bidders' Requests," herein; or

(b) a dispute concerning a question of fact, arising after contract award as set forth in the section entitled "Disputes," herein.

"Apprentice" (in the context of construction contracts) means (a) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training or with a State apprenticeship agency recognized by the Bureau; or (b) a person in his first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship council (where appropriate) to be eligible for probationary employment as an apprentice.

"Authorized Signature" is the written authorization of the person who is executing this Contract on behalf of the Bidder/Contractor and who is authorized to bind the Bidder/Contractor.

"Bidder" is the person or legal entity responding to this procurement solicitation. The term also includes "Proposer," "Offeror" and/or "Contractor."

"Contract Administrator" is that person designated by The Woodlands Township to enter into and administer this Contract and make determinations and findings up to his/her level of authority, in regard to the Contract on behalf of The Woodlands Township.

"Purchasing Manager" is that person designated by The Woodlands Township to make determinations and findings in regard to the Contract on behalf of The Woodlands Township. The Purchasing Manager will be identified at the time of Contract Award.

"Contractor" means the person or legal entity prior to contract award, submitting a response to a procurement solicitation (IFB, RFQ or RFP); it also means the successful Bidder to whom the Contract is ultimately awarded. Any reference to "Bidder," "Proposer," or "Offeror," also applies to Contractor after award. It is generally intended that these terms be interchangeable.

"Day" unless otherwise defined, shall be defined as a calendar day.

"Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern –

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"Socially and Economically Disadvantaged Individuals" (in the context of Disadvantaged Business Enterprise provisions) means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
(2) Any individual in the following groups, members of which are reputedly presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

"Final Acceptance" (used in the context of construction contracts) means all provisions of the Contract have been completed to The Woodlands Township's satisfaction, including punch list items.

"FTA" means Federal Transit Administration a division of the United States Department of Transportation.

"Liquidated Damages" means the amount assessed in lieu of actual damages, for the failure to complete the work in a timely manner and not as a penalty, at the agreed rate per calendar day expressed herein in the section entitled "Liquidated Damages."

"Indefinite Quantities Contract" or "IDQ" refers to those service Contracts providing for a specific term and fixed labor rates, pursuant to which specific Task Orders may be issued as the need arises.

"Invitation for Bid" or "IFB" means the formal procurement issued by The Woodlands Township (see also, "Procurement") and, where the context allows, also includes "Requests for Qualifications" (RFQs) and "Requests for Proposal" (RFPs).

"Notice of Award" is the written notice sent by The Woodlands Township notifying the selected Bidder of the award of contract, and acceptance of Bidder's offer to perform under the terms contained herein. In the absence of a formal Notice of Award, the receipt of a Notice to Proceed or Purchase Order issued by The Woodlands Township shall serve as notice of the award.

"Notice to Proceed" (in the context of construction contracts) is the written notice sent by The Woodlands Township after the Contractor has complied with the submission of the required DBE information, a Performance Bond, Payment Bond, Warranty Bond and/or Insurance as required by The Woodlands Township, and which notifies the Contractor to commence performance under the Contract. For contracts not requiring a Performance Bond, Payment Bond, Warranty Bond and/or Insurance, The Woodlands Township will issue a Purchase Order. Issuance of a Purchase Order shall serve as a Notice to Proceed.

"Plans" (in the context of construction contracts) are the parts of the Contract which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Architect/Engineer and/or Contract Administrator.

"Procurement" means the formal solicitation issued by The Woodlands Township, for services, goods, supplies, or work, and includes Invitations for Bid (IFBs), Requests for Qualifications (RFQs) and/or Requests for Proposal (RFPs), as applicable.
"Protest" means a formal request contesting:

(a) a final ruling issued by the Contract Administrator in the case of a request for clarification of the specifications or a request for approval of an equal or modification of the specifications;

(b) any alleged impropriety or other similar situation arising prior to bid opening; or,

(c) the award of contract.

"Protest Committee" is the three (3) member group established by The Woodlands Township for the purpose of reviewing protests submitted by a Bidder or supplier.

"Provide" means to furnish and install completely and ready for use.

"Purchase Order" means the written order sent by The Woodlands Township on its form ordering the equipment or supplies in accordance with the terms and conditions of the Procurement.

"Request for Proposals" or "RFP," see "Procurement."

"Request for Qualifications" of "RFQ," See "Procurement."

"Reserved" is a term utilized to delete standard terms and conditions that are not applicable to a specific procurement.

"Specifications" means the written description and statement of necessary requirements of the equipment, construction, services and/or supplies to be provided, including the technical specifications, if any.

"Subcontractor" means any person, firm or corporation supplying services, labor and/or materials under separate contract or agreement with, the Contractor.

"Subject Data" is recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

"Supplier" means any manufacturer, company, or agency providing units, components, or subassemblies for inclusion.

"Task Order" (in the context of Indefinite Quantity Contracts (IDQs)) means the specific scope-of-work for a particular assigned project issued at The Woodlands Township’s discretion.

"Technically Competitive Range" – The range of prospective contractors that demonstrates a technically satisfactory approach and has satisfactory qualifications as well as a reasonable chance of being selected for award of a contract.

"Texas Open Records Act" or "TORA" means Chapter 552, Texas Government Code.

"The Woodlands Township" means The Woodlands Township, Texas. References to "grantee," "recipient" or "purchaser" shall also mean "The Woodlands Township."

"Work" is any and all labor, supervision, services, materials, machinery, equipment, tools, supplies, and facilities called for by the Contract and necessary to the completion thereof.
"Work On (At) the Project" means work to be performed at the location of the project including the transportation of materials and suppliers to or from the location of the project by employees of the Contractor and any subcontractor.
PART 4
GENERAL SOLICITATION POLICY PROVISIONS

4.1 Covenant Against Contingent Fees: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, The Woodlands Township shall have the right to annul this Contract without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

4.2 Proposers’ Requests and Appeals:

4.2.1 Appointments: Proposers may make appointments with the Transit Program Manager to discuss any question a Proposer may have concerning the specifications, which may impact upon proposal submission.

4.2.2 Pre-proposal Approvals: The Transit Program Manager’s written approval must be obtained prior to proposal submission for:

a. any clarification of the specifications; or

b. any brand name or product proposed as equal to the one specified, unless the technical specifications explicitly permit approval after award; or

c. any sample or engineering detail which the technical specifications required to be submitted before proposing, including substitution of any required proposal or contract form; or

d. any modification to the specifications which the Proposer maintains are restrictive and which the Proposer proposes be altered, amended or changed.

4.2.3 Submission: Submissions under Section 4.2.2, Pre-proposal Approvals, must be in writing and received by the Purchasing Manager no later than the date specified in Section 1.3.4, Requests for Clarification and/or Modifications, of the Request for Proposal; and

a. supported by evidence such as technical data, test results, and/or other pertinent information that demonstrates that the substitute offered is equal to or better than the specification requirement; or

b. in the instance of submission of a request for modification of the specifications, must contain a draft of the recommended language relating to the specification(s) which is/are proposed to be altered, amended or changed.

4.2.4 Appeal: Any appeal of the Purchasing Manager’s determination in response to a request for pre-proposal approval must be submitted in writing and received by the Purchasing Manager within seven (7) working days of the date issuance of the Purchasing Manager’s determination.

4.2.5 Final Ruling: After receipt of an appeal, if any, a final ruling will be issued by the Purchasing Manager and provided contemporaneously to all Proposers. Proposers may protest a final ruling under Section 4.2.2, Proposers’ Requests, as provided in Section 4.7, Protest Procedures.

4.2.6 Withdrawal: Proposers may withdraw a request or an appeal at any time prior to the Township’s issuance of a final ruling. There will be no further review by Township of a request or an appeal after a final ruling is issued.
4.2.7 **Denial:** Any pre-proposal request for approval is denied unless such request is approved by the Purchasing Manager in writing prior to proposal submission.

4.3 **Non-collusive Affidavit:** The Contractor represents and warrants that its proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the Contractor has not, directly or indirectly, induced or solicited any other person to submit a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the Contractor has not in any manner sought by collusion to secure itself an advantage over any other proposer.

4.4 **Penalty for Collusion:** If at any time it shall be found that the person, firm, or corporation to whom a contract has been awarded has, in presenting any proposal, colluded with any other party or parties, then the contract so awarded shall be voidable by The Woodlands Township; and the Contractor shall be liable to The Woodlands Township for all loss or damage which The Woodlands Township may suffer thereby.

4.5 **Covenant Against Gratuities:** The Contractor warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of The Woodlands Township with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of this Contract. For breach of this warranty, The Woodlands Township shall have the right to annul this Contract without liability and/or employ any other remedy it may have at law.

4.5.1 **Conflict of Interest Questionnaire:** Any person who seeks to contract for the sale or purchase of property, goods or services with The Woodlands Township shall file a completed conflict of interest questionnaire promulgated by the Texas Ethics Commission as required by the law (See Part 9, Forms).

4.6 **Procurement Protest Procedure:**

4.6.1 **Protest:** In the event The Woodlands Township receives a protest according to the terms referenced herein, specifically 4.7.2. Timeliness, The Woodlands Township will suspend the procurement process until the protest is resolved. A protest, if any, shall be in writing, received within the time limits set forth below (see "Timeliness") and shall be supported by sufficient information to enable the protest to be considered. Protests containing mere allegations or unsubstantiated expressions of suspicion without actual evidence to support the claim may be considered by The Woodlands Township to be insufficiently supported. Protests (if any) must be submitted to The Woodlands Township’s Purchasing Manager for referral to The Woodlands Township’s Director of Internal Audit, who will determine whether the protest is timely and otherwise meets the minimum requirements of this section and, if so, will transmit the protest for consideration by The Woodlands Township’s Protest Committee. If a protest is deemed by the Director of Internal Audit or the Protest Committee to be insufficient, the protester will be notified. A determination of insufficiency is final and may not be appealed; however, the protest deficiencies may be corrected and the protest re-filed, provided the protest is re-filed in a timely manner (see, “Timeliness,” below) and no additional time shall be allowed without good cause shown (such determination to be in The Woodlands Township’s sole discretion).

Protests shall (at a minimum) include the following information:

(a) name, address, and fax and telephone numbers of the protester;

(b) solicitation or contract number;

(c) detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;

(d) copies of relevant documents;

(e) statement as to the form of relief requested;

(f) all information establishing that the protester is an interested party for the purpose of filing a protest; and
(g) all information establishing the timeliness of the protest.

A protest, if any, must be based upon one or more of the following:

(a) substantial allegations of restrictive procedures, alleged improprieties or other similar situations arising prior to bid opening (in procurements utilizing the Invitations for Bid "IFB" process) or in all other cases, arising prior to contract award;

(b) substantial allegations of the issuance of an improper or clearly incorrect final ruling relating to requests for changes to or approval of equals, clarifications and modifications of the specifications; or

(c) substantial allegations of an improper award of contract or alleged impropriety arising after bid opening (in procurements utilizing the Invitations for Bid "IFB" process) or in all other cases, arising after contract award.

4.6.2 Timeliness: To be effective, a protest must be submitted so that it is received by the Purchasing Manager by the following deadlines:

(a) a protest based upon substantial allegations of restrictive procedures, alleged improprieties or other similar situations arising prior to bid opening (in procurements utilizing the Invitations for Bid "IFB" process) or in all other cases, arising prior to contract award, must be submitted so that it is received by The Woodlands Township’s Purchasing Manager no later than seven (7) working days prior to the specified bid opening date (in procurements utilizing the Invitations for Bid "IFB" process) or in all other cases, no later than seven (7) working days prior to the date of contract award, and may only be protested once;

(b) a protest based upon substantial allegations establishing the issuance of an improper or clearly incorrect final ruling relating to a request for changes to or approval under the specifications must be submitted so that it is received by The Woodlands Township’s Purchasing Manager within seven (7) working days following the issuance of the Purchasing Manager’s final ruling; and

(c) a protest of an allegedly improper award of contract or alleged impropriety arising after bid opening (in procurements utilizing the Invitations for Bid "IFB" process) or in all other cases, arising after the date of contract award, must be submitted so that it is received by The Woodlands Township’s Purchasing Manager within seven (7) working days following the earlier of the date (1) on which the Bidder knew, or (2) the date on which a diligent Bidder would have known, of the allegedly improper award or alleged impropriety. Notwithstanding the above, unless allowed by The Woodlands Township in its sole discretion (upon good cause shown), a protest of an allegedly improper award of contract or alleged impropriety arising after bid opening (in procurements utilizing the Invitations for Bid "IFB" process) or in all other cases, arising after the date of contract award, must be filed within seven (7) days after contract award.

4.6.3 Final Determination: The Woodlands Township’s Protest Committee will use its best efforts to issue, within seven (7) working days of receipt, a final determination of the protest.

4.6.4 Withdrawal: A Bidder may withdraw its protest at any time prior to The Woodlands Township’s Protest Committee issuing a final determination. There will be no further review by The Woodlands Township of a protest after a final determination is issued.

4.6.5 FTA Review: In accordance with 49 CFR 18.36, reviews of protests by the Federal Transit Administration ("FTA") may be requested only after exhaustion of all administrative remedies with The Woodlands Township and will be limited to:

   (i) violations of Federal law or regulations; and/or,
(ii) violations of The Woodlands Township’s protest procedures for failure to review a complaint or protest in accordance therewith.

A copy of any such request for review submitted to FTA must be provided contemporaneously to The Woodlands Township.

4.7 **Release of Information:** Contractor agrees and understands that access to government records is governed by the Texas Public Information Act more commonly referred to as the Texas Open Records (TORA). Any proprietary information, trade secrets or confidential commercial and financial information which a Contractor believes should be exempted from disclosure to a third party shall be specifically identified and marked as such by Contractor at the time Contractor submits its bid. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information is not sufficient to establish confidentiality. The specific proprietary information, trade secrets or confidential communication and financial information must be clearly identified as such. Upon request for records from a third party regarding this procurement, The Woodlands Township will notify, in writing, in the manner required under TORA, the Contractor if and only if the information requested was identified by Contractor, as required under this paragraph. The Woodlands Township may determine in its sole discretion whether sufficient legal justification exists for withholding the records and whether an opinion should be requested from the Texas Attorney General. TO THE FULLEST EXTENT ALLOWED BY LAW, CONTRACTOR AGREES TO AND HEREBY DOES INDEMNIFY The Woodlands Township FOR ITS COSTS ASSOCIATED WITH CONTRACTOR’S REFUSAL TO PRODUCE SUCH IDENTIFIED INFORMATION FOR PURPOSES OF TORA. Further, Contractor agrees to fully cooperate with The Woodlands Township and to provide The Woodlands Township full and complete access to any and all records requested under TORA regarding this Contract at no cost to The Woodlands Township.

4.8 **Rejection of Proposals:** The Woodlands Township reserves the right to reject any and all proposals that are not responsive or unreasonably priced, or impose modifying conditions. The Woodlands Township may reject the proposal of any party who has been determined to be non-responsible in any former contract with The Woodlands Township. The Woodlands Township reserves the right to reject any or all proposals, and to waive technical defects as the interest of The Woodlands Township may require. Each Proposer shall be notified if all proposals are rejected.

4.9 **Preparation Costs:** All costs related to responding to this procurement solicitation, including (if applicable) the cost of any oral presentations required, shall be the sole responsibility of and shall be borne by each proposer.
PART 5
INSURANCE

5.1 Insurance Endorsements and Provisions: Prior to commencing the Work under any resulting Agreement, Contractor shall obtain a waiver of subrogation from its insurers on the policies required herein in favor of the Township, and all such policies shall include the Township as an additional insured.

All such insurance coverage required under any resulting Agreement shall:

- Contain or be endorsed to contain a severability of interest provision so that each insured shall be treated separately under the policy so that the insurer may not deny enforcement based on the conduct or omissions of another insured; provided, however, this provision shall not cause any insurer or underwriter to pay more than the limits of the insurance coverage provided;

- Be primary over any insurance coverage maintained by the Township;

- Be maintained in full force and effect during the Term of this Agreement; and

- Contain provisions stating that such policies shall not be materially changed or cancelled without thirty (30) Days’ prior written notice having first been furnished to the Township.

5.2 Proof of Insurance: Contractor shall, before the Contract is signed, and at any time following execution thereof at the request of the Township, furnish the Township with proof of endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Each insurance policy shall bear an endorsement that the Township will be given thirty (30) days’ prior written notice by the insurance company furnishing coverage before the insurance is cancelled or changed in any material manner during the period of coverage as stated on the policy. Contractor agrees that, prior to commencing any of the Work under any resulting Agreement, it shall have its insurance carrier(s) furnish the Township a copy of such additional insured endorsement and waiver of subrogation endorsement in accordance with the requirements outlined in Part 1, Section 1.10 of this solicitation Acceptance by the Township of insurance showing coverage not in compliance with the insurance requirements shall not relieve Contractor from its obligations.

5.3 Severability: If any part of Part 5 contravenes any applicable statutes, regulations, rules, or common law requirements, then, to the extent and only to the extent of such contravention, such part shall be severed from this Part V and deemed non-binding while all other parts of this Part V shall remain binding.
PART 6
BILLING AND PAYMENT

6.1 Compensation: The Contractor shall be reimbursed by The Woodlands Township for authorized costs incurred in performance of the work under this Contract. Authorized costs shall include Contractor’s direct labor, payroll burden, general and administrative, reimbursable expenses and fixed fee based on the prices specifically described in the Best and Final Offer. Detailed records must be maintained to show actual time devoted and costs incurred. The Contractor shall include as part of his invoice a list of all DBE subcontractors and the amounts to be paid to each of the subcontractors from this invoice. This requirement is in accordance with FTA Circular 4716.1.

Errors on the invoice will cause the invoice to be sent to the Contractor to be corrected. The invoice will be checked entirely for accuracy before submittal to the Contract Administrator. The rate of payments will be according to the schedules included (whether expressly or by reference) in this document. The invoice will be on the Contractor’s letterhead and signed by the Chief Financial Officer or designated representative of the company.

After verification, The Woodlands Township will submit payment to the Contractor within thirty (30) days after receipt of a properly submitted invoice. In the event payment is not made within (30) days, the Contractor shall submit a reminder invoice marked overdue. If the invoice contains an error, the invoice will not be classified as a properly submitted invoice.

6.2 Payments by Contractor: The Contractor agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment the Contractor receives from The Woodlands Township. The Contractor agrees further to release retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor’s work is satisfactorily completed and submits all required closeout documentation. The Woodlands Township must acknowledge acceptance of closeout documentation before the firm is in compliance with the requirements. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of The Woodlands Township. This clause applies to both DBE and non-DBE subcontractors. Prime Contractors not in compliance may be subject to withholding of next payment.

The Contractor shall comply with all requirements of the Texas Government Code, Subtitle F, State and Local Contracts, Chapter 2251 regarding times and methods of payment to subcontractors and suppliers. The Contractor shall include as part of its invoice a list of all subcontractors and the amounts to be paid to each of the subcontractors from the invoice.

6.3 Discounts:

6.3.1 Evaluation of Offers: Discounts for early payment shall not be considered in the evaluation of offers, except in the case of a tie bid provided that a minimum of ten (10) days is offered in which to take the discount.

6.3.2 Binding: Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the Contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

6.3.3 Time Computation: Time will be computed, for discount computation purposes, from:

(a) the date of delivery to and acceptance by The Woodlands Township; or

(b) the date a proper invoice is received in the office specified by The Woodlands Township, if the latter date is later than the date of delivery.

6.3.4 Payment Date: Payment will be deemed to have been made on the date which appears on payment checks.
6.4 **Acceptance of Final Payment:** The acceptance by the Contractor of final payment shall be and shall operate as a release to The Woodlands Township of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of The Woodlands Township and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or the Contractor’s Surety or Sureties from any obligation under this Contract or Performance and Payment Bond.

6.5 **Retainage:** To ensure proper performance of the Contract, The Woodlands Township may retain ten percent (10%) of the amount of each Request for Payment until final completion and acceptance of all work covered by the Contract subject to legal offsets (if any). The Woodlands Township will deposit the retainage in an interest-bearing account (for any contract $400,000.00 or more requiring a retainage greater than 5%) pursuant to Texas Government Code 2252.032. The interest earned on such retainage funds if any, shall be paid in compliance with said provision of the Government Code.
PART 7  
FEDERALLY REQUIRED CONTRACT CLAUSES

The following clauses will be part of any contract(s) resulting from this solicitation. Please review them carefully.

I.  No Obligation by the Federal Government.

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

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

II. Program Fraud and False or Fraudulent Statements or Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

III. Access to Records and Reports

1. 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. 633.17 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. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. 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.

3. 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(j)(11).

IV. Federal Changes

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

V. Civil Rights Requirements

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

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
   a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
   b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
   c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

VI. Incorporation of Federal Transit Administration (FTA) Terms

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

VII. Energy Conservation Requirements

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

VIII. Termination

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

2. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in
   accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to
   perform in the manner called for in the contract, or if the Contractor fails to comply with any other
   provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be
   effected by serving a notice of termination on the contractor setting forth the manner in which the
   Contractor is in default. The contractor will only be paid the contract price for supplies delivered and
   accepted, or services performed in accordance with the manner of performance set forth in the contract.

   If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing,
such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor,
the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to
continue work, or treat the termination as a termination for convenience.

3. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a
   termination for breach or default, allow the Contractor [an appropriately short period of time] in which to
   cure the defect. In such case, the notice of termination will state the time period in which cure is permitted
   and other appropriate conditions

4. If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms,
covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice
from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to
terminate the Contract without any further obligation to Contractor. Any such termination for default shall
not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor
and its sureties for said breach or default.

5. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach
by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit
(Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this
Contract.

6. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice,
may terminate this contract, in whole or in part, when it is in the Government’s interest. If this contract is
terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for
services rendered before the effective date of termination.

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

IX. Government-Wide Debarment and Suspension

1. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

2. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

3. By signing this agreement, Contractor certifies as follows:
   a. The certification in this clause is a material representation of fact relied upon by (insert agency name). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to (insert agency name), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

X. Breaches and Dispute Resolution

1. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Township's President/General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the President/General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

2. Performance During Dispute - Unless otherwise directed by the Township, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

3. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

4. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Township and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Township is located.

5. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Township, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

XI. Lobbying

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

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

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

5. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

6. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

XII. Clean Air

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

2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

XIII. Clean Water Requirements

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

2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

XIV. Contract Work Hours and Safety Standards Act

1. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

4. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

XV. Transit Employee Protective Agreements

1. The Contractor agrees to comply with applicable transit employee protective requirements as follows:
   a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
   b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in paragraph (2) of this section.
   c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
2. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

XVI. Charter Bus Requirements

1. The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

XVII. School Bus Requirements

1. Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

XVIII. Drug and Alcohol Testing

1. The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

XIX. Disadvantaged Business Enterprise (DBE)

1. 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 national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 3%. A separate contract goal has not been established for this Contract.

2. 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 DOT-assisted 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 (insert agency name) deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

3. 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 the Township. In addition, the contractor may not hold retainage from its subcontractors.

4. The contractor must promptly notify the Township, 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 its own forces or those of an affiliate without prior written consent of the Township.
XX. Americans with Disabilities Act (ADA) Access Requirements

1. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities.

2. The Contractor must comply with requirements under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
PART 8
FORMS

8.1 Forms to be Submitted with Proposal:

8.1.1 Offer and Certifications Form:

The undersigned Bidder/offeror having read and examined the Procurement (see section entitled "Definitions") documents, and which will ultimately comprise the Contract for the above designated Work, and thoroughly familiarized himself/herself with the factors which will affect the execution of the Work and the cost thereof, does hereby offer to furnish all materials and labor to complete the work set forth in this offer. All prices stated herein are firm and shall not be subject to escalation provided this offer is accepted within one hundred twenty (120) days after the official opening of the proposal.

Furthermore, the undersigned hereby declares that he has thoroughly reviewed all the Procurement documents (which will ultimately comprise the Contract) and has found no discrepancies with the information or accuracy of the documents that might affect either the cost or the time of the work.

The following certifications are made in connection with the bid/offer and the performance of the Contract (the references to "Bidder/offeror" shall also mean and apply to "Contractor" upon acceptance of the Bid/offer):

8.1.1.1 Good Faith Offer:

The Bidder/offeror hereby declares that only the persons or firms interested in the offer as principal or principals are named herein and that no other persons or firms then herein mentioned have any interest in this offer or in the contract to be entered into; that this offer is made without connection with any other person, company, or parties likewise submitting a bid or offer; and that it is in all respects for and in good faith.

8.1.1.2 Contractor Compliance with The Woodlands Township's Drug/Alcohol-Free Workplace Policy:

The Bidder/offeror certifies that it will comply with The Woodlands Township's Policies and Procedures for maintaining a drug and alcohol free work environment, the essence of which is as follows:

1. While operating as a contractor or subcontractor performing work on The Woodlands Township’s premises, neither the Bidder/offeror or its subcontractor(s) will engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conduct of any contracting activity paid for by The Woodlands Township. (Authority -- 49CFR 29.600 Subpart F)

2. At its sole option, The Woodlands Township may elect to subject Contractor and/or subcontractor personnel to random testing for the presence of controlled substances when such employees are performing safety sensitive work on The Woodlands Township’s premises. (A copy of The Woodlands Township’s Drug and Alcohol Policy is available upon request.) (Authority -- 49CFR 40.1)

3. Upon determination of one or more confirmed instances of the presence of a controlled substance involving Contractor or subcontractor personnel, The Woodlands Township may elect to take punitive action against Contractor including, but not limited to Termination for Default.

8.1.1.3 Affidavit of Non-Collusion:

The Bidder/Offeror certifies that:

The attached Bid/offer has been arrived at by the bidder independently, and has been submitted without collusion with, and without agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, services described in the Procurement documents, designed to limit independent bidding or competition; and the contents of the Bid/offer have not been communicated by the bidder or its employees or agents, to any person not an employee or agent of the Bidder/offeror or its...
surety on any bond furnished with the Bid/offer, and will not be communicated to any such person prior to the official opening of the bid or consideration of the proposal.

### 8.1.4 Certification of Restrictions on Lobbying:

The Bidder/offeror certifies that:

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

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1431 (1/19/96).

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

This certification is a material representation of fact upon which reliance was placed for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.


### 8.1.5 Bid/Offer:

By execution below, the Bidder/offeror agrees to faithfully and diligently complete the work as bid herein, and as specified in The Woodlands Township's Procurement documents including those described in the section entitled "Contract" under Part 2, "Scope of Work, Terms and Conditions." Bidder/offeror understands and agrees that by execution below, it is offering to be bound by the terms contained or referenced in the section entitled "Contract" under Part 2, "Scope of Work, Terms and Conditions" and that, in the event The Woodlands Township accepts this offer, such documents will form and constitute a legally binding contract.

By execution below, Bidder/offeror provides all the certifications and assurances described in this Bid/offer, and further certifies that all information provided or otherwise contained in its response to The Woodlands Township's Procurement Solicitation is true and correct, including but not limited to the information contained in the following forms:

- Acknowledgment of Addenda
- List of Similar Contracts/References
- Certification of Restrictions on Lobbying
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Business Questionnaire
- Conflict of Interest Questionnaire
- Schedule of Participation
Signed this ____ day of ________________, 20__.  

PROPOSED CONTRACTOR (Bidder/offeror)  

____________________________________ d/b/a  
(Name should be the same as the response to question #1 "Business Questionnaire").  

____________________________________ (individual or officer authorized to sign on behalf of Bidder/offeror) 
____________________________________ (title, or legal capacity - attach power of attorney, if any)  

ATTEST: (if Bidder/offeror is a corporate entity)  

By  

____________________________________ [Affix CORPORATE SEAL here] 
____________________________________ (Title - usually, "corporate secretary")  

ACKNOWLEDGED, SWORN TO and SUBSCRIBED before me, the undersigned authority, on this  
________ day of ________________, 20________, to certify which, witness my hand and seal of office.  

____________________________________  
Notary Public  

AWARDED, executed and effective this ____ day of ____________.

The Woodlands Township  

By: _________________________________
8.1.2  ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the Bidding Documents:

ADDENDUM NO. __________________________,  DATED __________________________
ADDENDUM NO. __________________________,  DATED __________________________
ADDENDUM NO. __________________________,  DATED __________________________
ADDENDUM NO. __________________________,  DATED __________________________
ADDENDUM NO. __________________________,  DATED __________________________
ADDENDUM NO. __________________________,  DATED __________________________

NOTE:  Failure to acknowledge receipt of all addenda may cause the bid to be considered nonresponsive to the solicitation.  Acknowledged receipt of each addendum must be clearly established and included with the bid.

_________________________________________  __________________________________
Name of Firm                                      Signature of Authorized Person

_________________________________________  __________________________________
Address                                          Print Name

_________________________________________  __________________________________
City                     State                   Zip Code          Position and/or Title

_________________________________________  __________________________________
Type of Entity                       Date
8.1.3 LIST OF SIMILAR CONTRACTS/REFERENCES (All Formal Solicitations)

1. Project:
   Contact Person:
   Company Name:
   Telephone Number:
   Fax Number:
   E-mail Address:

2. Project:
   Contact Person:
   Company Name:
   Telephone Number:
   Fax Number:
   E-mail Address:

3. Project:
   Contact Person:
   Company Name:
   Telephone Number:
   Fax Number:
   E-mail Address:

4. Project:
   Contact Person:
   Company Name:
   Telephone Number:
   Fax Number:
   E-mail Address:

__________________________  __________________________
Name of Firm               Signature of Authorized Person

__________________________  __________________________
Address                     Print Name

__________________________  __________________________
City          State       Zip Code                       Position and/or Title

__________________________  __________________________
Type of Entity              Date
8.1.4 CERTIFICATION OF RESTRICTIONS ON LOBBYING (All Solicitations Valued at $100,000 and above)

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

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

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

Executed this ______ day of __________________, 20______.

Company Name: ____________________________________________

By: _______________________________________________________
    {Signature of company official}

___________________________________________________________
    {Title of company official}
8.1.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Pursuant to 49 CFR Part 29, Appendix B) (All Solicitations Valued at $25,000 and above)

1. By signing and submitting this bid or proposal, the Bidder is providing the signed certification set out below.

2. The certification referred to in this paragraph clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, The Woodlands Township may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to The Woodlands Township if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR Part 29. You may contact The Woodlands Township for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant 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 person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by The Woodlands Township.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under subparagraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, The Woodlands Township may pursue available remedies including suspension and/or debarment.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this offer, that neither it nor its “principals,” [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the statements in this certification, prospective lower tier participant shall attach an explanation to this proposal.

Signature ______________________________

Typed or Printed Name ______________________________

Title ______________________________

Company ______________________________
8.1.6 BUSINESS QUESTIONNAIRE:
(For Solicitations Valued at $5,000 and above)
This questionnaire must be submitted for all potential Contractors and subcontractors listed on the Schedule of Participation.

1. Name of Proposed Contractor ("Business", herein):

   ________________________________

   Doing Business As: __________________

   Other business name, if applicable)

   EIN# ________________________________

2. Business Mailing Address:

   Street Address: ________________________________

   City: ____________________ State: ____________ Zip Code: ____________

3. Business Telephone Number: ( )________________ Fax Number: ( ) ________________________________

   E-mail address: _____________________________________________

4. Business Type: ☐ Individual ☐ Corporation ☐ Partnership ☐ Joint Venture

5. Number of Years in Business: ____________

6. Annual Gross Revenue: (M represents Millions)

   ☐ $1M or less ☐ $1M-$5M ☐ $5M-$10M ☐ $10M-$16M ☐ $16M or Over

7. Number of Employees:

   ☐ Less than 50 ☐ 50-100* ☐ 101-750 ☐ 751-1,000 ☐ 1,001 or over

8. Is Business Owned by Minority Ethnicity? ☐ Yes ☐ No


   ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Caucasian

   ☐ Other (Please Specify) ________________________________

10. Female Owned Business? ☐ Male Owned Business? ☐

11. Physically Challenged? ☐ Yes ☐ No

12. Type of Work Performed: ☐ Construction ☐ Wholesale/Distributor ☐ Manufacturing

   ☐ Professional Service ☐ General/Technical Service ☐ Retail

13. Please provide a brief description of your materials and/or services:

   ________________________________

14. Is the Business a subsidiary of another entity? ☐ Yes ☐ No

15. Has the Business, or any officer or partner thereof, failed to complete a contract? ☐ Yes ☐ No

16. Is any litigation pending against the Business? ☐ Yes ☐ No

17. Has the Business ever been declared "not responsible"? ☐ Yes ☐ No
18. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting?  □ Yes  □ No

19. Has the Business been a defaulter, as principal, surety or otherwise?  □ Yes  □ No

20. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default?  □ Yes  □ No

21. Is the Business in arrears upon a contract or debt?  □ Yes  □ No

22. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?  □ Yes  □ No

23. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason?  □ Yes  □ No

24. If a "yes" response is given under questions 14 through 23, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). The Woodlands Township reserves the right to inquire further with respect thereto.

25. List the name and business address of each person or legal entity that has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

   Name of Bank: __________________________________________
   Address: ______________________________________________
   City and State: __________________________________________
   Officer familiar with bidders account: ________________________
   Federal Taxpayer I.D. number: _____________________________

27. How were you notified of this solicitation?  (Check all that apply—your response to this will help improve our outreach efforts.)
   □ Newspaper  □ The Woodlands Township Website  □ TX Marketplace
   □ Direct Mail  □ E-mail  □ The Woodlands Township Outreach
   □ Telephone  □ Networking Event  □ Other (Identify) ________________________

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) The Woodlands Township will have the grounds to terminate any or all contracts which The Woodlands Township has or may have with the business; 2) The Woodlands Township may disqualify the business named above from consideration for contracts and may remove the business from The Woodlands Township’s bidders list; or/and 3) The Woodlands Township may have grounds for initiating legal action under federal, state or local law. **Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow The Woodlands Township to report the amount of subcontracting activity with all businesses that offer the commodities and services used by The Woodlands Township.**

* Contractors that employ 50 or more transit related employees will be required to submit a copy of their EEO program.

Printed Name: __________________________________________$_Title__________________________

Signature of Owner: ___________________________________________Date: ______________________
(Owner, CEO, President, Majority Stockholder or Designated Representative)

Questions about this document should be directed to the Transit Program Manager.
# CONFLICT OF INTEREST QUESTIONNAIRE FORM

**CONFLICT OF INTEREST QUESTIONNAIRE**

For vendor doing business with local governmental entity

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).

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 179.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 179.006, Local Government Code. An offense under this section is a misdemeanor.

1. **Name of vendor who has a business relationship with local governmental entity.**

2. **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.**

   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?

   [ ] Yes  [ ] No

   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?

   [ ] Yes  [ ] No

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. **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

---

Form provided by Texas Ethics Commission  www.ethics.state.tx.us  Revised 11/30/2015
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 proposal 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.
PART 9
PRICE PROPOSAL

9.1 Price Proposal:

9.1.1 Responsiveness: To be responsive, proposals must include the information requested in Exhibit A completed in ink or by machine, as indicated, and specified in 1.3.5, Receipt of Proposal, and 1.8, Price Proposal Submission. Any modifications to the pricing forms or to any of the terms of the Request for Proposal will render the submitter’s proposal non-responsive.

9.1.2 Completion: The Proposer shall respond to each applicable item on the Price Proposal. Please fill in the amounts below based on your firm’s prices as detailed in Exhibit A. If you do not intend to provide service past a given year, you are not required to fill out and return those pricing forms from Exhibit A.

For instance, if your firm wishes only to perform for the base year plus one option year, only provide the pricing for that period of performance. If your firm intends to perform for the base year and all option years, please provide pricing for all years. Please refer to Part 2, Section 2.3.9.7 “On-going Maintenance and Support” of this document for more details on Option Years.

NOTE: All applicable pricing forms from Exhibit A must be included in your proposal package.

9.1.3 Offer: Please include the following in your price proposal.

__________________________________________________ offers to supply goods or services to The Woodlands Township without exception according to all terms of the Request for Proposal issued by The Woodlands Township for The Woodlands Township Contract #C-2017-0168 in consideration of payment of the following price:

(From Exhibit A)

Pricing Model 1: $___________________ (Base Year – One Time, Hosting & Transaction Costs)

Option Year 1: $___________________ (Year 2 of Contract)

Option Year 2: $___________________ (Year 3 of Contract)

Option Year 3: $___________________ (Year 4 of Contract)

Option Year 4: $___________________ (Year 5 of Contract)

Option Year 5: $___________________ (Year 6 of Contract)

TOTAL: $___________________
### Pricing: Base Term (12 months from Notice to Proceed)

#### Pricing Model 1 - One Time, Hosting & Transaction Costs

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<tr>
<th>Item</th>
<th>Feature</th>
<th>Cost Type</th>
<th>Qty</th>
<th>Unit Of Measure</th>
<th>Unit Price</th>
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Pricing Model 1 - One Time, Hosting & Transaction Costs

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**TOTAL ITEMS 1-2A**
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TOTAL ITEMS 1-2
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**TOTAL ITEMS 1-2**

Signature of Authorized Agent ___________________________ Date _____________
## PRICING: Option Year 3 (Year 4 of the Contract)

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**TOTAL ITEMS 1-2**
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**TOTAL ITEMS 1-2**

Signature of Authorized Agent ______________________________ Date __________
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<tr>
<td>1E</td>
<td>Mobile Ticketing Application System Base Software - Ongoing Maintenance &amp; Support</td>
<td>4001 to 5000 per month</td>
<td>Per Trans-action</td>
<td></td>
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<td></td>
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<tr>
<td>1F</td>
<td>Mobile Ticketing Application System Base Software - Ongoing Maintenance &amp; Support</td>
<td>Greater than 5000 per month</td>
<td>Per Trans-action</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Mobile Ticketing Application System Optional Software - Ongoing Maintenance &amp; Support</td>
<td>Hosting Cost</td>
<td>12</td>
<td>Monthly</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL ITEMS 1-2**

All or None Basis - Each price and respective item detailed in the price schedule constitutes an offer of all items to be evaluated and awarded together on an all or none basis.
**Instructions for filling out this section of the matrix:**

The prospective Contractor is required to indicate the compliance status relative to each individual requirement listed in the Compliance Matrix. For each requirement, the prospective Contractor must indicate if their proposed software/system will either comply (C); not comply (N); partially comply (P); comply in an alternate manner (A); or comply with a modified version of the requirement (M).

A response of “C” does not require any further elaboration and indicates that the prospective Contractor accepts the indicated specification unconditionally as written.

A response of “N” does not require any further elaboration and indicates that the prospective Contractor does not comply with the requirement.

A response of “P” must include an explanation by the prospective Contractor of exactly which portions of the specification comply with the requirement.

A response of “A” should only be used to indicate that the prospective Contractor will comply, but using an alternate solution in some respect to that suggested by the specifications, and some detail about the proposed alternate approach must be provided in the comments column.

A response of “M” should only be used to indicate that the prospective Solution Provider will comply if the specification wording is changed with specific alternate text the prospective Solution Provider indicates in the comment column (this will be equivalent to a response of “N” if the specification is not changed).

The Comments section may also be used to describe any additional features that the Contractor has provided in their proposal.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Compliance Status</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>C</td>
</tr>
<tr>
<td></td>
<td>N</td>
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<tr>
<td></td>
<td>P</td>
</tr>
<tr>
<td></td>
<td>A</td>
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<tr>
<td></td>
<td>M</td>
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</tbody>
</table>

The Comments section may also be used to describe any additional features that the Contractor has provided in their proposal.
**The Woodlands Township**
**REQUIRED SUBMITTAL**

**Definitions:**
- **Required:** Solution must include this feature
- **Key:** Solution inclusion of this feature would provide a significant benefit to The Woodlands Township, is important but is not required
- **Desired:** Solution inclusion of this feature would provide a benefit to The Woodlands Township, is nice to have but is not required

<table>
<thead>
<tr>
<th>Ref #</th>
<th>Required</th>
<th>Key</th>
<th>Desired</th>
<th>Mobile Ticketing Application System Requirements</th>
<th>Proposed Compliance Status</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>√</td>
<td></td>
<td></td>
<td>The scope of this effort includes any necessary hardware, software, unlimited site licensing, services, configuring, training, implementing and integration to meet the delivery of a fully functional and tested Mobile Ticketing Application System.</td>
<td></td>
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<tr>
<td>2.</td>
<td>√</td>
<td></td>
<td></td>
<td>Installation of onboard validators on vehicles will be installed by The Woodlands Township's 3rd party vendor. Proposer will be responsible for developing a system that will function with that equipment.</td>
<td></td>
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<td>3.</td>
<td>√</td>
<td></td>
<td></td>
<td>Capable of being deployed region-wide among transit and non-transit partners. Non-transit partners is defined as, but not limited to Business Partners.</td>
<td></td>
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<tr>
<td>4.</td>
<td>√</td>
<td></td>
<td></td>
<td>Supports mobile devices utilizing the prevalent versions of the mobile operating systems by Apple (iOS), Google (Android) and Microsoft (Windows Phone).</td>
<td></td>
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<tr>
<td>5.</td>
<td>√</td>
<td></td>
<td></td>
<td>Performs within the varying on-board environmental and lighting conditions found on transit vehicles, including vibration during vehicle movement as well as 165°F in storage and at stations subject to adequate cellular service reception.</td>
<td></td>
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<tr>
<td>6.</td>
<td>√</td>
<td></td>
<td></td>
<td>Easily scalable to support growth based on customer adoption of the system.</td>
<td></td>
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<tr>
<td>7.</td>
<td>√</td>
<td></td>
<td></td>
<td>Quickly processes all transactions while being highly accurate and reliable, achieving: • No less than 99.9% in service availability for all functionality; • No less than 99.9% accuracy for all Mobile Ticketing Application transactions and data transmissions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>√</td>
<td></td>
<td></td>
<td>Graphics are in accordance with the graphics standards employed by The Woodlands Township.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>√</td>
<td></td>
<td></td>
<td>All licensing is enterprise, unlimited, site wide for The Woodlands Township.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>√</td>
<td></td>
<td></td>
<td>Any and all custom configurations made will be totally supported when any version/software upgrade is made with no additional programming or cost.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>√</td>
<td></td>
<td></td>
<td>All data (including all information related to The Woodlands Township customers) efficiently transmitted between systems and/or devices, is secure and reliable.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ref #</td>
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<tr>
<td>12.</td>
<td>√</td>
<td></td>
<td></td>
<td>Is PCI compliant and remains compliant at no additional charge as required for credit card processing by pcisecuritystandards.org. It must operate within PCI compliance at all times. See Paragraph 2.3.6 SOW &amp; Services for detailed requirements.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>√</td>
<td></td>
<td></td>
<td>Notify the Agency of any changes to PCI standards and certify the system will meet those requirements within 60 days.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>√</td>
<td></td>
<td></td>
<td>Employs the most current industry and U.S. government techniques such as AES, 3DES, etc. for data security.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>√</td>
<td></td>
<td></td>
<td>Ensures all data is safeguarded from unauthorized access or use and programs are protected from any known cyber-attack or computer virus.</td>
<td></td>
<td></td>
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<tr>
<td>16.</td>
<td>√</td>
<td></td>
<td></td>
<td>Hardware and software design is to be done/coordinated in a manner that will maximize opportunities for use by customers with disabilities.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>√</td>
<td></td>
<td></td>
<td>Complies with The Woodlands Township’s fare policy and fare structure and remains compliant at no additional cost.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>√</td>
<td></td>
<td></td>
<td>Complies with all Federal and State laws and regulations and remains compliant at no additional cost.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>√</td>
<td></td>
<td></td>
<td>The customer will have the ability to easily download and install the Mobile Ticketing Application, at no cost to the customer, on their internet enabled mobile smart device</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>√</td>
<td></td>
<td></td>
<td>Supports integration with The Woodlands Township application to access other transit tools available on the site, such as the Trip Planner, route and schedule information, detours, notices, and other service information.</td>
<td></td>
<td></td>
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<tr>
<td>21.</td>
<td>√</td>
<td></td>
<td></td>
<td>Designed to provide quick, easy customer-initiated transactions.</td>
<td></td>
<td></td>
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<tr>
<td>22.</td>
<td>√</td>
<td></td>
<td></td>
<td>Enhances customer convenience by providing easy to use ticket purchase and use experience, including the ability to purchase multiple quantities and tickets at one time.</td>
<td></td>
<td></td>
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<tr>
<td>23.</td>
<td>√</td>
<td></td>
<td></td>
<td>Includes a solution to limit the volume of purchased but unused (“banked”) reduced fare products by a reduced fare patron, so that the patron does not have in excess half fare products when the patron’s half fare status expires.</td>
<td></td>
<td></td>
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<tr>
<td>24.</td>
<td>√</td>
<td></td>
<td></td>
<td>Includes the ability to establish recurring fare product purchases based on time or thresholds established.</td>
<td></td>
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<tr>
<td>25.</td>
<td>√</td>
<td></td>
<td></td>
<td>Supports the sale of transit and non-transit products/tickets from The Woodlands Township and its partners, including joint transit/non-transit tickets.</td>
<td></td>
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<tr>
<td>26.</td>
<td>√</td>
<td></td>
<td></td>
<td>Allows for visual and electronic fare verification of valid/invalid fare products in an efficient manner, including date and time of day validation</td>
<td></td>
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<tr>
<td>27.</td>
<td>√</td>
<td></td>
<td></td>
<td>Allows for The Woodlands Township to turn off the half fare eligibility of</td>
<td></td>
<td></td>
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<tr>
<td>28.</td>
<td>√</td>
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<td></td>
<td>patrons (and simultaneously the security photo that is used in conjunction with the app), and any fare products, individually or collectively.</td>
<td></td>
<td></td>
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<tr>
<td>29.</td>
<td>√</td>
<td></td>
<td></td>
<td>Allows for a wide variety of payment options, including but not limited to, credit, debit, prepaid cards, bank accounts, PayPal, pre-tax transit benefits, etc.</td>
<td></td>
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<tr>
<td>30.</td>
<td>√</td>
<td></td>
<td></td>
<td>Operates in an offline manner (e.g. without internet connectivity) when service is not available.</td>
<td></td>
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<tr>
<td>31.</td>
<td>√</td>
<td></td>
<td></td>
<td>Adheres to industry best practices for accessibility in web and mobile applications, including Mobile Web Application Best Practices (World Wide Web Consortium), to the greatest extent possible.</td>
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<tr>
<td>32.</td>
<td>√</td>
<td></td>
<td></td>
<td>Supports The Woodlands Township-specific messaging to customers.</td>
<td></td>
<td></td>
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<tr>
<td>33.</td>
<td>√</td>
<td></td>
<td></td>
<td>Incorporation of the device’s geo-location capabilities to enrich the customer’s experience.</td>
<td></td>
<td></td>
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<tr>
<td>34.</td>
<td>√</td>
<td></td>
<td></td>
<td>Allows customer to quickly present their mobile ticket and any security photo as required with minimum navigation of their mobile device.</td>
<td></td>
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<tr>
<td>35.</td>
<td>√</td>
<td></td>
<td></td>
<td>Includes a solution for the Operator to undo or flag the previous transaction if the half-fare presenter does not appear like the patron’s photo on the app.</td>
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<tr>
<td>36.</td>
<td>√</td>
<td></td>
<td></td>
<td>Includes capability to “suggest” fare products to a user of the application. Suggested fare products will be restricted to patron type (half fare products will not be suggested if the patron has not previously registered as a reduced fare patron).</td>
<td></td>
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<tr>
<td>37.</td>
<td>√</td>
<td></td>
<td></td>
<td>Provides a tiered customer support framework - First tier customer support will be provided by The Woodlands Township Customer Service center - Second tier support will be provided by the contractor for issues The Woodlands Township cannot resolve.</td>
<td></td>
<td></td>
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<tr>
<td>38.</td>
<td>√</td>
<td></td>
<td></td>
<td>Provides self-service – comprehensive tools to enable customers to perform a variety of functions, including but not limited to registration, account look-up and ticket purchases that securely links from The Woodlands Township website and has The Woodlands Township-approved branding</td>
<td></td>
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<tr>
<td>39.</td>
<td>√</td>
<td></td>
<td></td>
<td>Provides customer service – comprehensive tools to enable Contractor or The Woodlands Township staff to search customer accounts, issue refunds, re-issue purchased fare products, etc.</td>
<td></td>
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<tr>
<td>40.</td>
<td>√</td>
<td></td>
<td></td>
<td>Provides problem reporting – comprehensive tools to allow The Woodlands Township and Contractor staff to report technical issues and</td>
<td></td>
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<tr>
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</tr>
<tr>
<td>41.</td>
<td>√</td>
<td></td>
<td></td>
<td>track through resolution</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42.</td>
<td>√</td>
<td></td>
<td></td>
<td>Provide a method for bulk sales to an organization such that the organization can distribute tickets to individuals</td>
<td></td>
<td></td>
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<tr>
<td>43.</td>
<td>√</td>
<td></td>
<td></td>
<td>Provides system configuration to enable The Woodlands Township staff to manage fare products, pricing, branding, through the Mobile Ticketing Application that supports fare modifications that allow The Woodlands Township to add, delete and modify fares and other electronic products to meet business requirements</td>
<td></td>
<td></td>
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<tr>
<td>44.</td>
<td>√</td>
<td></td>
<td></td>
<td>Credit/debit card processing uses at all times The Woodlands Township’s payment service provider (PSP) vendor; currently Wells Fargo but this may change periodically as new agreements are in place, but not more than once per year. A change order may be requested if changes in PSP occur more often than once per year.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>45.</td>
<td>√</td>
<td></td>
<td></td>
<td>MOBILE TICKETING VALIDATION SOFTWARE &amp; VISUAL INSPECTION</td>
<td></td>
<td></td>
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<tr>
<td>46.</td>
<td>√</td>
<td></td>
<td></td>
<td>Allow for a quick and easy visual inspection by Agency personnel to determine validity of the ticket presented.</td>
<td></td>
<td></td>
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<tr>
<td>47.</td>
<td>√</td>
<td></td>
<td></td>
<td>Provide for a method for determining when tickets were purchased and activated to protect against onboard purchases being made and/or tickets being opportunistically activated once a fare inspector is present.</td>
<td></td>
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<tr>
<td>48.</td>
<td>√</td>
<td></td>
<td></td>
<td>Tickets must be electronically inspected and/or validated at a rate of 1.5 seconds per ticket or less.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>49.</td>
<td>√</td>
<td></td>
<td></td>
<td>Contains a variety of security features to prevent electronic scanning and screen shots of expired or fraudulent mobile tickets.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50.</td>
<td>√</td>
<td></td>
<td></td>
<td>MOBILE TICKETING BACK OFFICE MANAGEMENT SOFTWARE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>51.</td>
<td>√</td>
<td></td>
<td></td>
<td>Contains a variety of security features to allow for applicable The Woodlands Township staff to easily visually identify invalid, expired or fraudulent mobile tickets.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>52.</td>
<td>√</td>
<td></td>
<td></td>
<td>Provide sophisticated tickets on customer device screens with multiple security features such as dynamic visualization, changing date codes, dynamic barcodes, audio validation, account owner photo identification for those customers registered as Reduced Fare customers.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>53.</td>
<td>√</td>
<td></td>
<td></td>
<td>Provides web-based on-line tools for The Woodlands Township staff to investigate and resolve customer issues, including refunds when justified.</td>
<td></td>
<td></td>
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<tr>
<td>54.</td>
<td>√</td>
<td></td>
<td></td>
<td>Provides the ability to collect data for improved service planning and direct marketing efforts</td>
<td></td>
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<tr>
<td>55.</td>
<td>√</td>
<td></td>
<td></td>
<td>Accommodates introduction of potentially new products and promotions.</td>
<td></td>
<td></td>
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<tr>
<td>56.</td>
<td>√</td>
<td></td>
<td></td>
<td>Provides capability for customer incentives program to include rides and</td>
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<tr>
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</tr>
<tr>
<td>54.</td>
<td>✓</td>
<td></td>
<td></td>
<td>Ability to sell and issue a variety of fare products, both activated upon purchase and activated by the customer after purchase, but prior to riding The Woodlands Township services</td>
<td>✓ (satisfied)</td>
<td></td>
</tr>
<tr>
<td>55.</td>
<td>✓</td>
<td></td>
<td></td>
<td>Allows for robust system configuration options</td>
<td>✓ (satisfied)</td>
<td></td>
</tr>
<tr>
<td>56.</td>
<td>✓</td>
<td></td>
<td></td>
<td>Supports a wide range of billing and pricing solutions, including: a. all current The Woodlands Township fare products, b. reduced and concessionary fares (e.g. Children, Senior Citizens, etc.), c. special event pricing, d. discounted pricing based upon total number of trips taken within a period of time, e. discounted pricing for multiple tickets purchased at once, and f. integrated packaging of transit and other services such as parking. g. data must reconcile to the settled amount within 99.9% accuracy.</td>
<td>✓ (satisfied)</td>
<td></td>
</tr>
<tr>
<td>57.</td>
<td>✓</td>
<td></td>
<td></td>
<td>Provides an easy to use mechanism for additional fare products and partners to be added by The Woodlands Township, including fare products to be entered with future effective dates.</td>
<td>✓ (satisfied)</td>
<td></td>
</tr>
<tr>
<td>58.</td>
<td>✓</td>
<td></td>
<td></td>
<td>Allows for customer service issues (such as refunds or ticket re-issuance) to be resolved by The Woodlands Township’s call center agents using comprehensive on-line web-based tools.</td>
<td>✓ (satisfied)</td>
<td></td>
</tr>
<tr>
<td>59.</td>
<td>✓</td>
<td></td>
<td></td>
<td>Allows for reconciliation by regional partners for all fare products sold and support multiple merchant IDs for each regional partner.</td>
<td>✓ (satisfied)</td>
<td></td>
</tr>
<tr>
<td>60.</td>
<td>✓</td>
<td></td>
<td></td>
<td>Sales and financial reports itemize each transaction in the following: payment method, value, payment type (credit card, debit card, ACH Account, PayPal account, etc.), ticket type, passenger type, and other necessary information.</td>
<td>✓ (satisfied)</td>
<td></td>
</tr>
<tr>
<td>61.</td>
<td>✓</td>
<td></td>
<td></td>
<td>Enables detailed analysis into mobile-specific data, such as the customer’s technology profile (e.g. device, operating system, network, etc.), locations of use of the application and the functionality used by customers</td>
<td>✓ (satisfied)</td>
<td></td>
</tr>
<tr>
<td>62.</td>
<td>✓</td>
<td></td>
<td></td>
<td>Provides a daily raw data feed containing all data for each transaction for The Woodlands Township’s analysis, subject to PCI compliance</td>
<td>✓ (satisfied)</td>
<td></td>
</tr>
<tr>
<td>63.</td>
<td>✓</td>
<td></td>
<td></td>
<td>Facilitates enforcement of fares on-board vehicles</td>
<td>✓ (satisfied)</td>
<td></td>
</tr>
<tr>
<td>64.</td>
<td>✓</td>
<td></td>
<td></td>
<td>User display on customer’s mobile device, instructions and selection keys are easy to read, understand, and use.</td>
<td>✓ (satisfied)</td>
<td></td>
</tr>
<tr>
<td>65.</td>
<td>✓</td>
<td></td>
<td></td>
<td>Selection keys and other hyperlinks on customer’s mobile device are accessible and responsive</td>
<td>✓ (satisfied)</td>
<td></td>
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<td>66.</td>
<td>✓</td>
<td></td>
<td></td>
<td>Screen layouts on the customer’s mobile device should minimize the likelihood that a user will activate the incorrect key or more than one key</td>
<td>✓ (satisfied)</td>
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<td>Ref #</td>
<td>Required</td>
<td>Key</td>
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<td>Mobile Ticketing Application System Requirements</td>
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<td>67.</td>
<td>Ø</td>
<td></td>
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<td>with one touch</td>
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<td>68.</td>
<td>√</td>
<td></td>
<td></td>
<td>The software to be integrated with the reader/scanners must allow to electronically verify mobile tickets on customer phones, including handheld scanners and scanners integrated into standalone validators installed on The Woodlands Township vehicles and at future other locations as needed.</td>
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<td>69.</td>
<td>√</td>
<td></td>
<td></td>
<td>Allows the electronic verification of mobile tickets successfully complete in no greater than 500 milliseconds</td>
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<td>70.</td>
<td>√</td>
<td></td>
<td></td>
<td>Electronic verification and updating of near field communication (NFC) technologies shall not interfere with the mobile application</td>
<td></td>
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<td>71.</td>
<td>√</td>
<td></td>
<td></td>
<td>Electronic verification of magnetic tickets by hand held validator shall not interfere with the mobile application</td>
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<td>72.</td>
<td>√</td>
<td></td>
<td></td>
<td>Allows electronic verification by scanners in an offline environment.</td>
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<td>73.</td>
<td>√</td>
<td></td>
<td></td>
<td>On-board scanners and hand held validators are to include a pass back feature where it will not allow the use of the same mobile ticket within 15 minutes.</td>
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<td>74.</td>
<td>√</td>
<td></td>
<td></td>
<td>On-board scanners must include a default fare type that can be set and changed as needed to accommodate different fare sets.</td>
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<td><strong>MOBILE TICKETING APPLICATION – TRIP PLANNING APPLICATION OPTION</strong></td>
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<td>75.</td>
<td>√</td>
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<td></td>
<td>Provides an easy to use trip planning interface with maps and itineraries that delivers results consistent with those a customer will receive using The Woodlands Township application based trip planner.</td>
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<td>76.</td>
<td>√</td>
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<td></td>
<td>Supports The Woodlands Township’s services routes and schedules in providing trip itineraries.</td>
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<td>77.</td>
<td>√</td>
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<td>Provides real time information on next bus or bus location when GPS information is available.</td>
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<td>78.</td>
<td>√</td>
<td></td>
<td></td>
<td>The back-end database will be accessible as a web-based system for entry and management. It is The Woodlands Township’s requirement that the system be Microsoft SQL.</td>
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<td>79.</td>
<td>√</td>
<td></td>
<td></td>
<td><strong>TRAINING &amp; SUPPORT</strong></td>
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<td>80.</td>
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<td></td>
<td>The Woodlands Township staff or its representatives shall have the right to request and receive instruction regarding the operations of the system from the Contractor or its subcontractors at any time as part of the training process. A narrative description that documents the training plan and format shall be provided.</td>
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<td>Training program shall incorporate two training methodologies:</td>
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<td>- Training sessions provided by the Contractor directly to The</td>
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|       |          |     | Woodlands Township-designated training staff to enable The Woodlands Township training staff to perform subsequent training in a train-the-trainer manner; and,  
- Training sessions provided by the Contractor directly to The Woodlands Township-designated staff | |          |
| 81.   | √        |     | Training for customer service staff to handle customer inquiries regarding The Woodlands Township Mobile Ticketing System | |          |
| 82.   | √        |     | Training for Fare Management and Marketing staff for ticket definition, sales reconciliation, as well as management of customer loyalty and business partnership programs. | |          |
| 83.   | √        |     | Training for Fare Enforcement staff for fare inspection, fare enforcement and fare evasion functions. | |          |
| 84.   | √        |     | Training for IT Systems and Applications Administration staff for systems configuration, monitoring and first level software diagnostics and support. | |          |
| 85.   | √        |     | Train-the-trainer methods are expected to be primarily utilized for informing The Woodlands Township staff in Operations (vehicle drivers) | |          |
| 86.   | √        |     | Provide an online, web-based interface for The Woodlands Township’s customer service to manage customer accounts, view transactions, investigate and resolve issue (including password resets), process refunds, cancel or re-issue tickets, and provide first level customer service support. | |          |
| 87.   | √        |     | Provides post solution support for The Woodlands Township staff by phone and e-mail for the software and systems components.  
Contractor agrees that onsite field engineering support may be needed and onsite presence may be required by The Woodlands Township at any time during the term of the contract.  
24 x 7 x 365 – Tech Support response within 15 minutes of contact.  
Severity Level 1 – One or more The Woodlands Township department’s ability to perform mission critical business functions is in jeopardy because the system is not available. All Level 1 issues will be responded to within 15 minutes of contact and a mean time to resolution (MTTR) or 4 hours or less.  
These outages will be escalated to the Contractor’s Account Manager if | |          |
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<td></td>
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<td>not resolved within 4 hours, the Chief Technical Officer in 8 hours and the President/CEO at 12 hours of down time.</td>
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<td>Severity Level 2 – One or more The Woodlands Township’s department’s ability to perform mission critical business functions is in jeopardy because the system is not available, but a workaround is or can be established within a reasonable time. All Level 2 issues will be responded to within 15 minutes of contact and a mean time to resolution (MTTR) or 8 hours or less.</td>
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<td>These outages will be escalated to the Contractor’s Account Manager if not resolved within 8 hours, the Chief Technical Officer in 16 hours and the President/CEO at 24 hours of down time.</td>
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<td>Severity Level 3 – One or more The Woodlands Township’s department’s ability to perform a job function may be impacted or inconvenienced, but can continue business as normal operations. This includes configuration issues, and technical questions. All Level 3 issues will be responded to within 4 hours of contact and a mean time to resolution (MTTR) or 24 hours or less.</td>
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<td>All Level 3 items will be cataloged and included in a weekly report to The Woodlands Township.</td>
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<td>Severity Level 4 – Scheduled Work</td>
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<td>No escalation</td>
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<td>91.</td>
<td>✓</td>
<td>Perform the following tests, in the sequence stated below:</td>
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<td></td>
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<td>• Employee-only test – two (2) week duration</td>
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<td></td>
<td></td>
<td>- Shall provide for the sign up and utilization of the system, as well as issuance of fare products to employees in a test environment.</td>
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<td></td>
<td></td>
<td>- Shall also include a load test to demonstrate Mobile Ticketing Application capacity to process simultaneous transactions, and to verify that the requirements specified can be met as identified in this Scope of Work.</td>
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<td>• Limited in-service test for customers and employees – four (4) week duration</td>
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<td>- Shall provide for full use of the system for select customers and employees. Number of participants shall be gradually increased over the duration of the test.</td>
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<td>92.</td>
<td>✓</td>
<td>Satisfactory completion of a test is pre-requisite to the start of the next one. Satisfactory completion of all tests is a prerequisite for the rollout of that phase. Rollout shall occur only after The Woodlands Township has formally approved test results. Contractor shall be responsible for managing all testing and producing test reports.</td>
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<tr>
<td>93.</td>
<td>✓</td>
<td>Be an active partner with The Woodlands Township in assuring project success. Provide a single point of contact for all communication regarding work under this Contract. Coordinate all tasks with the designated The Woodlands Township project manager.</td>
<td></td>
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<td>94.</td>
<td>✓</td>
<td>Communicate regularly with the project manager and any other staff designated to discuss progress, critical risk factors that may affect the project schedule or other success factors, as well as unique issues that may surface.</td>
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<td>95.</td>
<td>✓</td>
<td>Obtain signed The Woodlands Township’s acceptance for tasks and deliverables as outlined and agreed upon in the system implementation plan.</td>
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<td>96.</td>
<td>✓</td>
<td>Specify the commitment of The Woodlands Township’s staff resources, which will be required for successful completion of the project.</td>
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<td>97.</td>
<td>✓</td>
<td>Dress in a professional manner that complies with The Woodlands Township’s dress code policy.</td>
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<tr>
<td>98.</td>
<td>√</td>
<td>Conduct Bi-Weekly Project Team Status Meetings with Agenda and Minutes produced</td>
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<td>99.</td>
<td>√</td>
<td>Deliver Bi-Weekly Project Status Report</td>
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<tr>
<td>100.</td>
<td>√</td>
<td>Deliver Bi-Weekly Project Schedule Update</td>
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<tr>
<td>101.</td>
<td>√</td>
<td>Deliver Bi-Weekly Action Items/Issues Log Review and Update</td>
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<td>102.</td>
<td>√</td>
<td>Deliver Bi-Weekly Risk Management Plan Review and Update</td>
<td></td>
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<td>103.</td>
<td>√</td>
<td>Attend Monthly Management Oversight Meeting</td>
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<td>104.</td>
<td>√</td>
<td>Attend and present status at monthly onsite Steering Committee Meeting</td>
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<td>105.</td>
<td>√</td>
<td>Project Organization</td>
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<td>106.</td>
<td>√</td>
<td>Project Schedule</td>
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<td>107.</td>
<td>√</td>
<td>System Implementation Plan</td>
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<td>108.</td>
<td>√</td>
<td>Risk Management Plan</td>
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<tr>
<td>109.</td>
<td>√</td>
<td>Compliance/Traceability Matrix</td>
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<tr>
<td>110.</td>
<td>√</td>
<td>On-site Assessment &amp; Requirements</td>
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<td>111.</td>
<td>√</td>
<td>System Detailed Design</td>
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<td>112.</td>
<td>√</td>
<td>Marketing &amp; Customer Outreach Plan</td>
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<td>113.</td>
<td>√</td>
<td>Test Plan - Acceptance Test Criteria</td>
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<td>114.</td>
<td>√</td>
<td>Test Results Report</td>
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<td>115.</td>
<td>√</td>
<td>Test Failure Log &amp; Remediation Report</td>
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<td>116.</td>
<td>√</td>
<td>Training Plan</td>
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<td>117.</td>
<td>√</td>
<td>Maintenance &amp; Support Responsibility Matrix</td>
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<td>118.</td>
<td>√</td>
<td>Go Live &amp; Transition Plan</td>
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<td>119.</td>
<td>√</td>
<td>Software License Agreements</td>
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<td>120.</td>
<td>√</td>
<td>Warranty Agreements</td>
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<td>121.</td>
<td>√</td>
<td>Systems Administration Manual</td>
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<td>122.</td>
<td>√</td>
<td>User’s Manual</td>
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<td>123.</td>
<td>√</td>
<td>Database Dictionary</td>
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<td>124.</td>
<td>√</td>
<td>Database Entity Relationship Diagram</td>
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<td>125.</td>
<td>√</td>
<td>Architecture Diagram</td>
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<td>126.</td>
<td>√</td>
<td>System Configuration Documentation</td>
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<td>127.</td>
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<td>Disaster Recovery Plan</td>
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<td>128.</td>
<td>√</td>
<td>Maintenance Manual</td>
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<td>129.</td>
<td>√</td>
<td>Reporting Manual</td>
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<td>130.</td>
<td>√</td>
<td>Maintenance Agreement</td>
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<td>131.</td>
<td>√</td>
<td>Training Manuals</td>
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<td>132.</td>
<td>√</td>
<td>PCI Standards Compliance</td>
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As part of the implementation of the solution, the Offeror is required to be compliant with standards as described herein at no additional cost to The Woodlands Township Metropolitan Transit and for the term of the contract, Vendor shall remain compliant with these standards or revisions to these standards that may be set forth by the standard’s governing body.