



Request for Proposals
The Woodlands Express Service Operations
Contract Number C-2024-0316

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INTRODUCTION

Overview- Operations of The Woodlands Express Request for Proposals

The Township is seeking responses from qualified service operators to this Request for Proposals (RFP) for the Operations of The Woodlands Express to begin in May of 2025, Contract No C-2024-0316. The qualified service operators will be required to provide a full turn-key operation (operations, bus storage, vehicle maintenance service, and an administration facility) for the commuter bus services. The Township will provide the vehicles, fare card software and hardware, and fuel reimbursement for the operation of the service. The Respondent shall provide all necessary administration, management, operations, dispatching, non-revenue vehicles (if necessary), personnel, employee wages and salaries, fringe benefits, operating supplies, data collection and reporting, insurance, and any other resources.

The anticipated contract will be firm fixed price (FFP) not to exceed the proposed revenue hour rate for the scope of services as outlined. The contract is anticipated to be funded via federal assistance through urbanized federal formula grants, and other sources, as available. Federal requirements associated with contracts of this nature are outlined in the **Federally Required Contract Clauses** section of this solicitation.

The selected provider will provide the services as outlined in the Scope of Services, which is described in more detail in this RFP.

Questions about this procurement should be directed to:

Ruthanne Haut, Director of Transportation and Infrastructure

RHaut@thewoodlandstownship-tx.gov

Phone: 281-210-2019

Schedule of Events

Schedule of Events	Date
Request for Proposal Release Date	April 3, 2024
Non-Mandatory Pre-Proposal Meeting	April 12, 2024, 10:00 a.m.
Questions or Request for Deviations Due	April 19, 2024, by 5:00 p.m.
Township Responses to Questions and Deviation	April 26, 2024
RFP Proposals Due Date	May 3, 2024, by 2:00 p.m.

The Township reserves the right to revise the above schedule. Notice of date changes will be provided via addenda and available on the Township's website. The Township reserves the right to cancel the procurement, in whole or in part, at its sole discretion, at any time before the Contract is fully executed and approved. Note that all times listed are for Central Daylight Time zone.

Pre-Proposal Meeting

The Township will hold an in-person/virtual hybrid, non-mandatory pre-proposal meeting on April 12, 2024, starting at 10:00 a.m. CDT. The pre-proposal meeting will be held at the Township Townhall building at:

The Woodlands Township
2801 Technology Forest Blvd.
The Woodlands, TX 77381

There is also the option to join virtually through Microsoft Teams. You can also send an invitation request to transitcompliance@thewoodlandstownship-tx.gov to be added to the calendar invite.

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 234 198 678 150

Passcode: LwCbVk

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

581931176@t.plcm.vc

Video Conference ID: 119 129 371 7

[Alternate VTC instructions](#)

[Learn More](#) | [Meeting options](#)

About The Woodlands Township

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 Texas Department of Transportation (TxDOT) funds. This project may be financed jointly by local and federal authorities, including the FTA and TxDOT. In the event that any litigation should arise between the participating parties as the direct result of any contract awarded because of this solicitation, the venue shall be Montgomery County, Texas.

The Township, as an FTA-designated direct recipient of federal funding, receives grant funding and provides transit operations and services which include:

- A park and ride operation (The Woodlands Express) that operates from three community locations with 25 coaches providing round-trip transportation from The Woodlands to three Houston employment centers weekdays Monday through Friday. Approximately 300 – 900 riders per day use this service, which is operated by the Township through a Commuter Bus Operating contract. Users are charged a fare for this service.
- A rubber-tired trolley bus operation consisting of trolleys providing fare-free transportation service to business locations and residences in The Woodlands Town Center area. This service

operates daily and offers service on a fixed route within the Town Center area and is complemented by ADA Paratransit transportation service. This service is directly operated by The Woodlands Township and is not a part of this proposal.

The Woodlands Express reported the 2022 service data in the National Transit Database as follows:

Annual Passenger Miles	9,308,174
Annual Unlinked Trips	244,106
Annual Vehicle Revenue Miles	517,592
Annual Vehicle Revenue Hours	16,749

Interpretations and Addenda

All questions about the meaning or intent of the Proposal Documents and the Contract Documents shall be submitted in writing to Ruthanne Haut, at rhaut@thewoodlandstownship-tx.gov. Interpretations, questions, or clarifications will be considered by the Township and if necessary, be responded to by issuance of an Addendum. All questions are to be received no later than April 19, 2024, at 5:00 p.m. CDT. Only answers issued by Addenda will be binding. All addendums will be posted on The Woodlands Township website www.thewoodlandstownship-tx.gov/bids.

SCOPE OF SERVICES

The Woodlands Express service provides commuter bus services from three park-and-rides in The Woodlands Township to destinations within the City of Houston. The four routes include service to the following locations:

- Downtown Houston Route
- Medical Center Route-Includes the Museum District
- Greenway Plaza Route
- Energy Corridor District Route (in year 3 of a three-year pilot)
- Houston Livestock Show and Rodeo and Pre-Rodeo Cookoff Service (Feb/Mar)
- Other potential services (TBD)

The three park and ride locations are at the following locations:

- Research Forest Park & Ride
 - 3900 Marsico Place, Spring, TX 77380
- Sterling Ridge Park & Ride
 - 8001 McBeth Way, The Woodlands, TX 77382
- Sawdust Park & Ride
 - 701 Westridge Road, The Woodlands, TX 77380

Starting in May 2025, the Contractor will operate The Woodlands Express Service as listed in the schedules provided in Exhibit A, Monday through Friday excluding Township holidays. The Township will contract for approximately 17,500 revenue hours per year for the service with the option of up to 16,500 additional revenue hours per year.

The contract will encapsulate the operations of the commuter bus service, the storage of the vehicles, and the maintenance of the vehicles. This contract will be an hourly fee for the operations of the vehicles and a monthly flat fee for maintenance and administrative costs associated with the commuter service. The contractor will propose costs for the first five (5) years of the contract. The rates set forth in the contract shall be subject to annual escalation at a rate not to exceed three percent (3%) for each year before 2030. In the event this Contract is extended beyond the Initial Term, the Township, and the Contractor agree to negotiate in good faith rate adjustments, if necessary and appropriate, for any Subsequent Term.

The Township will furnish the Contractor with twenty-five (25) D4500 model commuter coaches manufactured by Motor Coach Industries, Inc. (MCI). These vehicles were manufactured in 2015. In 2023, the Township received funding to replace these vehicles within the base contract. The vehicle replacement is expected to be procured in 2024 with vehicles put into service in 2026, 2027, and 2028.

The Township will contract the operations service for a minimum contract term of five (5) years with five (5) one (1) year contract extension options. The maximum term of the contract with extension is ten (10) years.

The full scope of work is included in Exhibit B.

PROPOSAL SUBMISSION PROCEDURES

The Township will accept responses from experienced individuals qualified to perform the operations services described in this RFP until the deadline for submittals as stated herein. Proposals received after the submittal deadline shall be deemed to be non-responsive.

Proposals shall include the following:

- **SECTION ONE:** Cover letter with a summary of the submittal and proposed operations team, signed by an officer capable of contractually engaging the firm (two-page maximum). – **5 Points**
- **SECTION TWO:** Description of the operations services being proposed to meet the Scope of Work. – **30 Points**
- **SECTION THREE:** Description of operations and vehicle maintenance experience.– **20 Points**
- **SECTION FOUR:** References – at least three (3). – **15 Points**
- **SECTION FIVE:** Price Proposal form to meet the Scope of work. – **30 Points**
- **APPENDIX A:** Federally and State Required Contract Clauses in this solicitation signed by Official with Contracting Authority – Not counted towards overall point total but required as part of the submission
- **APPENDIX B:** Any preventative maintenance, operations, driver training program, drug and alcohol testing, and any other company procedures and policies currently in place.

Submittals deemed to be responsive will be reviewed by a staff review team for evaluation and recommendation. The recommended provider(s) will then be presented to the Township Board of Directors for their consideration and final approval.

Required Submittals

Interested firms and individuals are requested to submit **five (5) complete copies** of their response to this RFP. In addition, responders are requested to include **one (1) digital copy of their complete response**.

Evaluation Criteria

Contractor qualifications and abilities will be evaluated according to the following criteria:

- Cover letter – **5 Points**
- Proposal of services and Contractor policies and procedures – **30 Points**
- Past Experience – **20 Points**
- Price Proposal – **30 Points**
- References – at least three (3) – **15 Points**
- Total: 100 Points**

Selection Process

Recommendations and requirements as set-forth in [FTA Circular 4220.1F](#) and the [FTA Best Practices Procurement Manual \(BPPM\)](#) will be used as guidance in reviewing submittals received in response to this RFP.

A committee consisting of Township staff will evaluate submittals deemed to be responsive to this solicitation and make recommendations for selection. Recommendations will be based upon responses to the evaluation criteria outlined in previous sections of this solicitation. Recommendations will be

determined based on which provider(s) is/are deemed to be most advantageous to, and in the best interest of, the Township.

The Township shall not be responsible for any costs related to the submission of a response or any other costs to any prospective provider in responding to this solicitation.

The Township reserves the right, at its sole discretion, to reject any or all responses and to waive irregularities, except the timeliness of submission. The Township reserves the right to contract with and/or secure transit operations from other contractors as deemed necessary by the Township. This RFP in no manner obligates the Township to pursue any contractual relationship with any entity that responds to this solicitation. The Township further reserves the right to cancel this RFP at any time.

Form 1295 – Certificate of Interested Parties

In compliance with the State of Texas Government Code, Section 2252.908, **the successful respondent awarded a contract by the Board of Directors of The Woodlands Township must complete Form 1295 – “Certificate of Interested Parties”**; and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us

GENERAL CONDITIONS

Compliance with Laws, Regulations and Policies

All work to be undertaken as a result of this proposal-based selection process must be consistent with all pertinent Federal, State, County, and local laws, regulations, and policies.

The operations contract for these services will include an attachment regarding the provisions of the FTA Master Grant Agreement which would be binding upon any contractors (and subcontractors) working on behalf of the Township on FTA-funded projects.

Project Files, Data, Maps, and Other Materials – Maintenance & Ownership

The selected firm (Contractor) shall establish and maintain files for projects and tasks undertaken for or on behalf of the Township, such as preventative maintenance files. The files shall contain all records, task documents, reports, collected data, and all other documentation of the work performed by the Contractor (including all subcontractors and other firms that may be involved in the project). The files shall be delivered to the Township upon completion of each task. All technical memoranda, reports, and other materials shall be provided to the Township in source (native) format and Portable Document Format (PDF). Word processing format shall be Microsoft Word format, spreadsheets shall be in Microsoft Excel format, and maps, if any, shall be in ArcGIS shapefiles or other formats, as requested.

The Township will own all materials prepared by the Contractor in whatever format they are created and stored. Provided that credit to the creating contractor or professional is given, the Township may use the materials in any manner whatsoever.

Deliverables

All technical documentation, maintenance files, and operational schedules shall be complete, technically and factually accurate, clear, concise, well-organized and grammatically correct. Reports shall be written

in a manner sufficient for a person not specifically familiar with the subject or area to understand. Reports shall be written so as to achieve understanding of the studies completed, their findings, and recommendations. Reports should be written so as to encourage those who read them to more easily understand technical information and encourage participation in transportation decision-making by expressing their insights and views.

Opening of Proposals

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process. See "Confidentiality of Proposals", below.

Disqualification

The Township reserves the right to disqualify a prospective contractor before or after the proposal deadline of submittal, upon evidence of collusion with intent to defraud, other illegal practices, or other practices on the part of the prospective contractor deemed harmful to the Township.

Confidentiality of Proposals

When the award is made, and a contract is executed, submittals are subject to review under the "Texas Public Information Act". To the extent permitted by law, prospective contractors may request in writing non-disclosure of certain proprietary information. Such information shall accompany the proposal, be readily separable from the proposal, and shall be clearly marked "CONFIDENTIAL". While the Township cannot guarantee or opine on the protected nature of any such designated information, it will make a good faith attempt to notify the provider of such information of subsequent requests by third parties for such designated information such that the provider of the information may seek to establish the confidentiality of same in accordance with the Texas Public information Act.

Interested firms and individuals should submit their responses to this RFP by May 3, 2024, no later than 2:00 p.m. (CDT) at the offices of:

The Woodlands Township
Attn: Ruthanne Haut
2801 Technology Forest Blvd.
The Woodlands, TX 77381

No faxes or digital (email) submissions will be accepted.

Disadvantaged Business Enterprise (DBE)

The Woodlands Township has an established Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. There is no contract goal associated with this procurement. However, the Township is committed to the utilization of DBEs on all DOT-assisted projects toward attainment of the Township's established overall goal of 2.61%. There is not a DBE Contract Goal on this procurement.

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.

Certification of Debarment

By submitting a response to this RFP, a respondent is certifying that neither its firm nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, under federal criminal indictment, or otherwise excluded from participation in this procurement process by any federal department or agency.

Further, if any of the aforementioned situations occurs during the course of the procurement, the respondent is required to immediately inform The Township thereof.

Protests

Pre-Submittal Protests: Protests pertaining to the scope of services, submittal forms, provisions, terms, conditions, proposed form of procurement, or addenda must be submitted in writing to the Township's Contracting Officer within five (5) business days prior to the proposal due date. Protests must be supported by sufficient written information to enable the protest to be considered. A protest or objection will not be considered if it is insufficiently supported, or it is not received within the time limits specified herein.

Protests based upon restrictive specifications, alleged improprieties or other similar situations prior to the submittal deadline as stated herein must be submitted in writing to the Township's Contracting Officer within five (5) business days prior to the submittal due date.

Post-Award Protests: Protests resulting from the award of a contract through the RFQ procedure must be made in writing to the Township's Contracting Officer within three (3) working days of the letter of non-selection to the prospective offeror. The protest must outline the specific portion of the specification or proposal procedure that had been violated. Untimely or late protests will not be considered.

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

Requirements, 49 CFR 661 or Participation by Disadvantaged Business Enterprise in Department of Transportation Programs, 49 CFR 23.

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

Contracting Officer Contact:

The Woodlands Township
Monique Sharp, President and Chief Executive Officer
2801 Technology Forest Blvd.
The Woodlands, TX 77381

Invoicing & Payment

The selected provider (Contractor) will be required to submit its invoice by the fifth (5) calendar day of the month each month for services rendered during the previous calendar month. Invoices are to be sent to The Township's administrative office located at 2801 Technology Forest Blvd., The Woodlands, TX 77381 or submitted electronically at transitcompliance@thewoodlandstownship-tx.gov. The Township is tax exempt therefore invoices cannot include any sales taxes.

The Township will pay invoices on a net 30-day payment cycle or three (3) days after the receipt of State and Federal funds, whichever is later. Such payment terms are contingent upon the receipt of State and Federal funds.

Loss of such funds will nullify the Contract.

The Contractor may only bill for actual hours worked. Holiday, vacation, sickness, and any other leave must be paid by the Contractor and may not be billed to the Township.

Contractor's monthly invoice shall not be deemed complete, and payment shall not be authorized unless each of the following monthly reports is provided in a form to be approved by the Township.

- The payment request in an amount correctly determined in accordance with the Schedule of Prices less any adjustments.
- Disadvantaged Business Enterprise (DBE) Participation Report, as required.
- Monthly data report is submitted.

Contractor Status

Contractor will be an independent Contractor of the Township, and all persons employed to furnish services or to perform work under the contract are employees, agents or subcontractors of Contractor and not of the Township. The Contractor shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. No provision of this RFP or any resultant contract shall be construed to give rise to a partnership, joint

venture, agency, employer/employee relationship, or any relationship between Contractor and the Township other than that of principal and independent Contractor.

Indemnification/Defense of The Township

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

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

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

No Assignment

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

Changes

The Director of Transportation and Infrastructure or their designee may, at any time, by written order, make changes within the general scope of the contract in the services to be performed. If such changes

cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under the contract, whether or not changed by any order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly; provided, however, it is understood that any such adjustment will be calculated on the basis of the service adjustment rates specified in the contract only if there is requested a 25 percent or less increase or decrease per year in the level of service over or under the amount originally awarded to the Contractor. The 25 percent shall be calculated on the basis of total annual revenue hours. If greater than 25 percent increase or decrease per year in the level of service over or under the total amount originally awarded to the Contractor occurs, the rates contained in the contract shall be subject to renegotiations. Any claim of the Contractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change unless the Contracting Officer or their designee grants a further period of time before the date of final payment under the contract.

No services for which an additional cost or fee will be charged shall be furnished without the prior written authorization of the Contracting Officer or their designee.

Exhibit A – The Woodlands Express Schedule and Maps

Service Maps



Figure 1 - The Woodlands Express Routes to Downtown Houston

The Woodlands Express - Downtown Route

www.woodlandsfransit.com

Passenger Service Number
832-451-3362

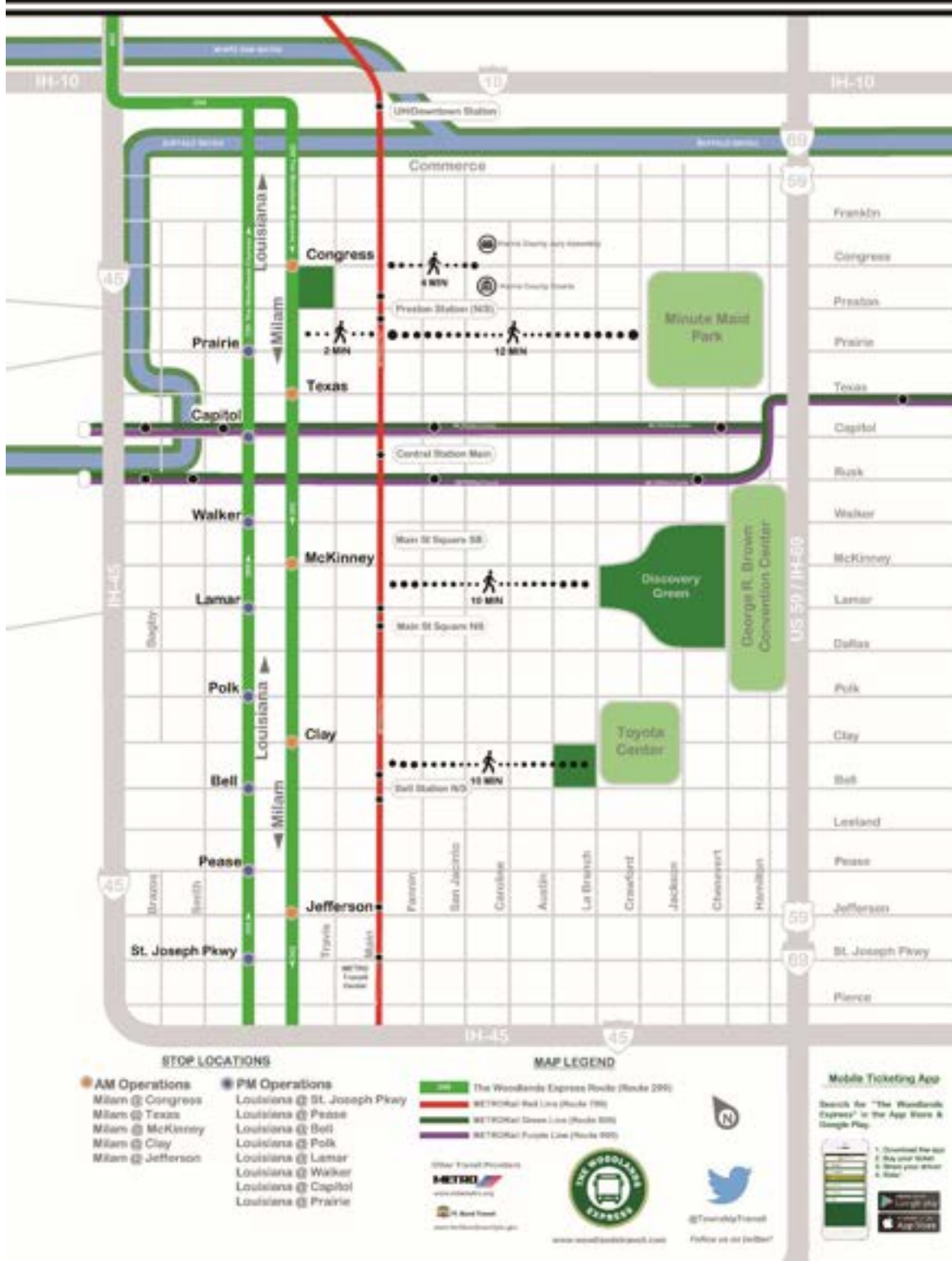


Figure 2- The Woodlands Express - Downtown Stops

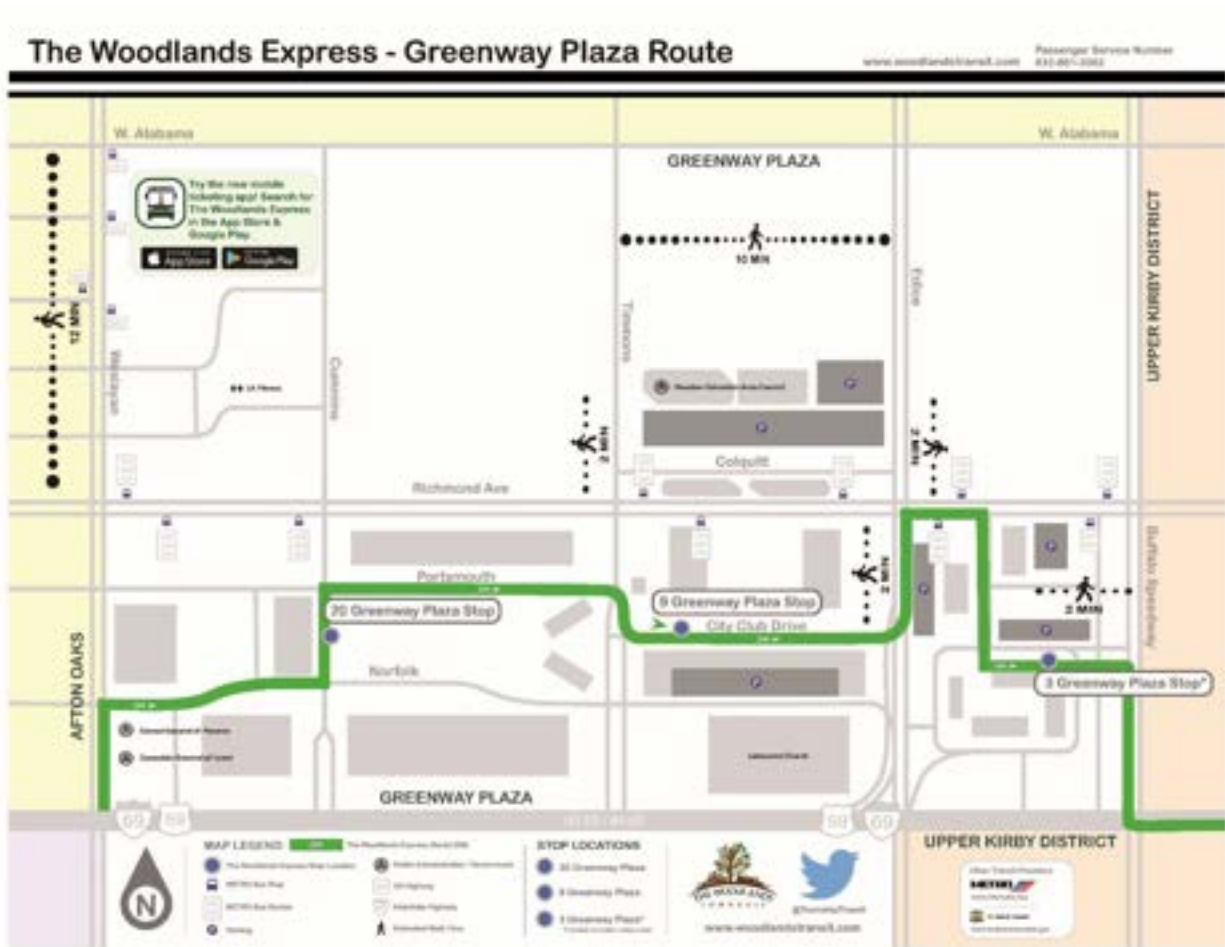


Figure 4- The Woodlands Express - Greenway Plaza Stops

The Woodlands to Energy Corridor Commuter Service

Passenger Service Number
(832) 851-3362
www.woodlandstransit.com

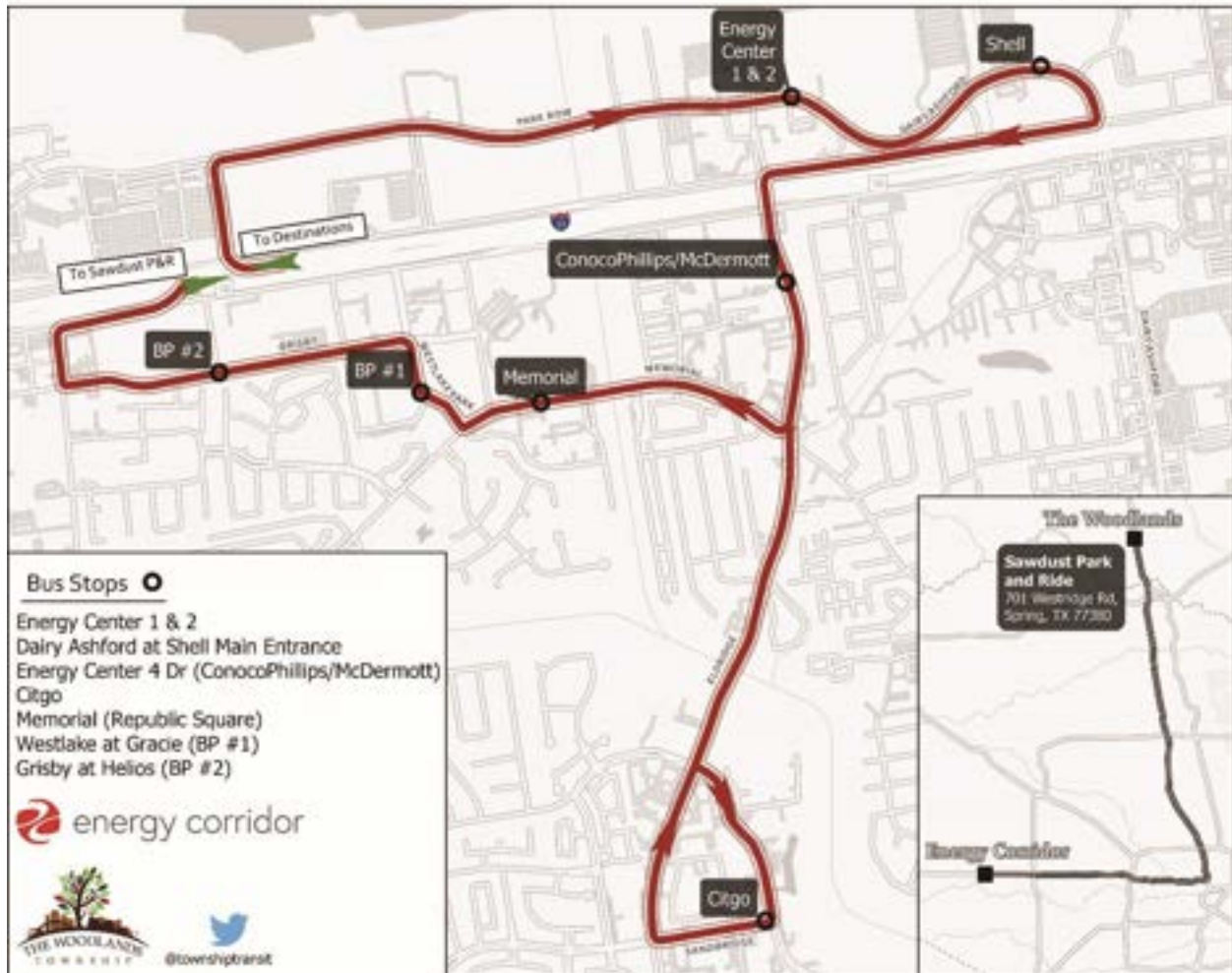


Figure 5- The Woodlands Express - Energy Corridor Stops (currently in pilot through end of 2024. Future years of service TBD).

Sterling Ridge Park & Ride Schedule

8001 McBeth Way, The Woodlands, TX

For most up-to-date schedule, visit: <https://thewoodlandstowship-tx.gov/DocumentCenter/View/4368/Sterling-Ridge-Park--Ride-Schedule?bidId=>

AM Schedule									
299 The Woodlands Express - Monday-Friday to Houston									
AM Departure	Sterling Ridge P&R	Arrival	Downtown		Texas Medical Center			Greenway Plaza	
			Millam St. & Congress St.	Millam St. & Jefferson	Millam St. & Elgin St.	Main St. & Cambridge St.	East Rd. & Cambridge St. (UT School of Dentistry)	20 Greenway	9 Greenway
ROUTE TIME POINTS									
1	5:25		6:10	6:20	6:25	6:35	6:55		
2	6:05		7:00	7:10				7:25	7:30 7:35
3	6:25		7:20	7:30					
4	6:45		7:45	7:55	8:00	8:10	8:30		
5	7:00		8:00	8:10					
6	7:30		8:30	8:45					
7	8:05		9:00	9:10					

PM Schedule									
299 The Woodlands Express - Monday-Friday from Houston									
PM Departure	Medical Center			Greenway Plaza			Downtown		Arrival
	East Rd. & Cambridge St. (UT School of Dentistry)	Main St. / MH Medical Plaza	Travis St. & Elgin St.	20 Greenway	9 Greenway	3 Greenway	Louisiana St. & St. Joseph's Parkway	Louisiana St. & Prairie St.	
ROUTE TIME POINTS									
7	12:28	12:40	12:55				1:00	1:10	2:00
8							3:45	3:55	4:45
9							4:00	4:10	5:05
10	3:53	4:10	4:20				4:30	4:40	5:40
11				4:25	4:30	4:35	4:50	5:00	6:00
12	4:33	4:50	5:00				5:10	5:20	6:25
13							5:50	6:00	6:55
14	SUNSETTER RUN						7:00	7:10	8:10

Figure 6- The Woodlands Express - Sterling Ridge Schedule

Research Forest Park & Ride Schedule

3900 Marsico Place, The Woodlands, TX

For most up-to-date schedule, visit: <https://thewoodlandstowship-tx.gov/DocumentCenter/View/4366/Research-Forest-Park--Ride-Schedule-?bidId=>

AM Schedule

299 The Woodlands Express - Monday-Friday to Houston										
AM Departure	Research Forest P&R	Arrival	Downtown		Texas Medical Center			Greenway Plaza		
			William St. & Congress St.	William St. & Jefferson	William St. & Elgin St.	Main St. & Cambridge St.	East Rd. & Cambridge St. (UT School of Dentistry)	20 Greenway	9 Greenway	3 Greenway
ROUTE TIME POINTS										
1	5:20		5:55	6:05						
2	5:30		6:05	6:15						
3	5:45		TMC Express		6:35	6:40	6:55			
4	6:00		6:40	6:50				7:05	7:10	7:15
5	6:05		6:45	6:55						
6	6:15		TMC Express		7:00	7:05	7:20			
7	6:20		7:00	7:10						
8	6:30		7:15	7:25				7:40	7:45	7:50
9	6:45		7:30	7:40						
10	7:00		7:45	7:55				8:10	8:15	8:20
11	7:15		8:00	8:10	8:15	8:20	8:50			
12	7:30		8:15	8:25						
13	8:10		8:55	9:05						

PM Schedule

299 The Woodlands Express - Monday-Friday from Houston										
PM Departure	Texas Medical Center			Greenway Plaza			Downtown			
	East Rd. & Cambridge St. (UT School of Dentistry)	Main St. / MH Medical Plaza	Travis St. & Elgin St.	20 Greenway	9 Greenway	3 Greenway	Louisiana St. & St. Joseph's Parkway	Louisiana St. & Prairie St.	Arrival	
										Research Forest P&R
ROUTE TIME POINTS										
14	12:28	12:40	12:55					1:00	1:10	1:50
15								3:15	3:25	4:05
16	3:33	3:50	4:00	TMC Express						4:40
17								3:30	3:40	4:30
18								3:40	3:50	4:40
19								3:50	4:00	4:50
20								4:00	4:10	4:45
21				3:45	3:50	3:55		4:10	4:20	5:10
22								4:30	4:40	5:35
23				4:25	4:30	4:35		4:50	5:00	5:55
24	4:33	4:45	5:00	TMC and DOWNTOWN STOPS				5:05	5:15	6:00
25								5:20	5:30	6:25
26				5:05	5:10	5:15		5:30	5:40	6:35
27	5:28	5:40	5:55					6:00	6:10	6:55
28	SUNSETTER RUN - VISITS ALL PARK & RIDES							7:00	7:10	8:15

Figure 7- The Woodlands Express - Research Forest Schedule

Sawdust Park & Ride Schedule

701 Westridge Rd., Spring, TX

For most up-to-date schedule, visit: <https://thewoodlandstowship-tx.gov/DocumentCenter/View/4367/Sawdust-Park--Ride-Schedule?bidId=>

AM Schedule											
299 The Woodlands Express - Weekday to Houston											
Departure	Sawdust P&R	Arrival	Downtown		Texas Medical Center			Greenway Plaza			Return
			William St. & Congress St.	William St. & Jefferson	William St. & Elgin St.	Main St. & Cambridge St.	East Rd. & Cambridge St. (UT School of Dentistry)	20 Greenway	9 Greenway	3 Greenway	
ROUTE TIME POINTS											
1	5:30		6:00	6:10						50	
2	6:10		6:40	6:50	6:55	7:00	7:15				
3	6:30		7:00	7:10				7:25	7:30	7:35	
4	6:50		7:20	7:30							
5	7:15		7:45	7:55	8:05	8:15	8:35				
6	7:40		8:15	8:25				8:40	8:45	8:50	
7	8:00		8:35	8:45							

PM Schedule										
299 The Woodlands Express - Weekday from Houston										
Departure	Medical Center			Greenway Plaza			Downtown		Arrival	Sawdust P&R
	East Rd. & Cambridge St. (UT School of Dentistry)	Main St. / MIM Medical Plaza	Travis St. & Elgin St.	20 Greenway	9 Greenway	3 Greenway	Louisiana St. & St. Joseph's Parkway	Louisiana St. & Prairie St.		
	ROUTE TIME POINTS									
8	12:28	12:40	12:55				1:00	1:10		2:15
9							3:25	3:35		4:20
10							4:00	4:10		4:55
11				4:10	4:15	4:20	4:35	4:45		5:35
12	4:18	4:35	4:50				4:55	5:05		5:55
13				5:00	5:05	5:10	5:25	5:35		6:20
14	5:13	5:25	5:40				5:45	5:55		6:40
15	SUNSETTER RUN						7:00	7:10		7:40

Figure 8- The Woodlands Express - Sawdust Schedule

Energy Corridor District Service Schedule

From the Sawdust Park & Ride

MONDAY-FRIDAY			
AM		PM	
Departs SAWDUST Park & Ride	Energy Corridor District	Energy Center 1&2	Arrives Sawdust Park & Ride
5:45 AM	6:45 AM	3:45 PM	4:45 PM
6:30 AM	7:30 AM	4:30 PM	5:30 PM

Figure 9- The Woodlands Express - Sawdust Schedule for the Energy Corridor Route

EXAMPLE Houston Livestock Show and Rodeo Service Schedule

From the Sawdust Park & Ride

Annual schedules are subject to change based on Rodeo concert dates and Board of Director's discretion.

Catch it while you can!



NEW SPRING BREAK AND THURSDAY SERVICE!

The Woodlands Express can get you to the Houston Livestock Show and Rodeo and back for less than the cost of a parking spot! But seats are filling up fast, so get online and make your reservations today!

The Woodlands Express Rodeo Shuttle Service for 2024

Livestock Show and Rodeo Dates

Service Provided: **February 29, March 1-3 and 7-16, 2024**



Departs from
Sawdust Park and Ride
701 Westridge Rd.
Spring, TX 77380

Thursday and Friday (Evenings Only) Feb. 29, Mar. 1, 7 and 8, 2024			
Departs Park and Ride	Arrives NRG Stadium	Departs NRG Stadium	Arrives Park and Ride
4:30 p.m.	5:30 p.m.	9:45 p.m.	10:45 p.m.
5 p.m.	6 p.m.	10:30 p.m.	11:30 p.m.
5:15 p.m.	6:15 p.m.	10:45 p.m.	11:45 p.m.
5:30 p.m.	6:30 p.m.	11 p.m.	12 a.m.
6 p.m.	7 p.m.	11:15 p.m.	12:15 a.m.

The new Spring Break Schedule has departures from 9 a.m. to 7 p.m. and returns from the rodeo leaving from 10:15 a.m. to 10:15 p.m.

Contact Information *See reverse for details.*
If you need assistance while riding The Woodlands Express Rodeo Shuttle Service, please call the service number at 832-851-3362.

www.TheRodeoExpress.com

Figure 10 - The Woodlands Express – Houston Livestock Show and Rodeo Schedules

Exhibit B – Scope of Services

The Township seeks a qualified public transportation service operator, also referred to as the Contractor, to operate commuter bus service with vehicle maintenance services, herein referred to as “Service”.

Service Requirements

Service Hours

The Contractor shall provide a majority of the requested service Monday through Friday with the schedule provided by the Township. Specific services, such as Rodeo Shuttle Service, are to be provided on weekends in addition to weekdays. There are occasional public outreach events on weekends where a bus will be requested to be present for 3-6 hours.

The Research Forest Park & Ride operates from 5:30 a.m. to 8:15 p.m. The Sawdust Park & Ride operates from 5:30 a.m. to 7:40 p.m. The Sterling Ridge Park & Ride operates from 5:20 a.m. to 8:10 p.m. Multiple routes run from each park ride and are detailed in the schedules in Exhibit A. The Township does not provide service on the following holidays: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, and Christmas Day.

Service Area

All routes leave one of the three park-and-ride facilities in the Township during the morning runs. The routes go to Downtown Houston, the Texas Medical Center, Greenway Plaza, Energy Corridor, or some combination thereof. Routes and stops are depicted in Exhibit A. There is one midday route from the Texas Medical Center, through Downtown and back to the Township where it visits all three Parks and Rides. Evening services begin at 3:15 p.m. There are currently no reverse commuter routes during the delivery of service. If service options were to grow to match demand in the coming years, the Township may request to develop a reverse commute schedule.

Dispatch

The Contractor will be responsible for the creation of a dispatch and schedule for drivers and the buses needed to perform the service. The Contractor can use any software that allows for efficient service.

Bus Tracking App

The Township currently contracts with TransLoc/RideSystems for the provision of a public-facing bus tracking app. The Contractor will be responsible for the daily assignment of buses to the application’s dashboard for the buses to accurately show up on the feature.

Customer Service Representative

The Contractor will be responsible for establishing a customer service representative to assist customers 5:00 a.m. to 9:00 p.m., Monday to Friday. This position must be available to answer phone calls from passengers when the service is running.

Vehicle Storage

The Contractor shall provide a safe and secure lot to store up to 35 commuter buses during the day when service is not operating and overnight.

Fueling Vehicles

The Contractor shall be responsible for fueling the buses. The buses are diesel-fueled buses. All fuel costs will be reimbursed by the Township as detailed in the description below.

The base fuel cost shall be \$3.527 per gallon of diesel fuel (the current average for Diesel fuel in the Houston area per AAA¹). On the 15th day of each month, or the following Monday if the 15th day of the month falls on a weekend, the Contractor shall provide to the Township evidence of the Houston delivered price of on-highway diesel fuel. An adjustment shall be made to each monthly invoice, reflected as a separate line item, increasing or decreasing the amount due to the Contractor based upon the difference between the base fuel cost and the then current fuel cost, multiplied by the number of gallons used. The number of gallons used shall be determined by dividing the annual miles necessary to provide the Services by 5.7 miles per gallon, then dividing the quotient by twelve (12) months to get a monthly average.

Fare Collection

The Contractor shall assist riders with utilizing the Masabi mobile ticket scanner that are installed on the vehicles. Drivers will have to collect paper tickets for service. No money is accepted on the bus for fares and drivers are not required to make change. The Township will provide the Contractor with information on their mobile ticketing system and app as part of the driver training program.

Special Events

The Township may request the Contractor to assist with shuttle service during special events sponsored by the Township. The Contractor shall not provide this service without the express, written approval of the Township. The Township will compensate the Contractor at the rate in force at the time of service.

Emergency Evacuation

If transit service is shut down due to man-made, natural, or impending disasters, the Township may request the Contractor to assist with emergency evacuations using any available Township-owned transit vehicles and contractor-provided vehicles. The Contractor may refuse the request if the Contractor determines their personnel and/or vehicles may be exposed to unacceptable hazardous or unsafe conditions. The Contractor shall not provide this service without the express, written approval of the Township. The Township will compensate the Contractor at the rate in force at the time of service.

Service Change

The Township reserves the right to implement service changes to the existing routes, times, and bus stops. Service changes will be limited to the maximum number of contracted revenue hours at the time of the change. The Township will coordinate all changes with the Contractor sixty (60) days in advance of implementation.

Service Expansion

The Township reserves the right to expand service, which is defined as an increase in revenue hours and the addition of revenue vehicles. The Township will coordinate implementation with the Contractor at

¹ <https://gasprices.aaa.com/?state=TX>

least 60 days in advance of the desired implementation date; however, the implementation date will be based on the lead time for the furnishing of vehicles.

Preventative Maintenance

On-Time Inspection Variance

Preventative maintenance inspections should be done within 300 miles of the 3,000-mile benchmark. Any inspection completed within this parameter is considered on time.

Pre- and Post-Trip Inspections

Minimum Vehicle Standards: The Contractor must perform pre-trip and post-trip inspections on all transit vehicles to the following standards.

- Fully operational safety items including, but not limited to, lights, brakes, horn, tires, seat belts and wheelchair restraints.
- Fully functional heating and air-conditioning system.
- Fully functional Wi-Fi service.
- Fully functional wheelchair lifts, wheelchair ramps, flip seats, communication system, fare collection equipment, and destination signs.
- Daily interior cleaning.
 - Sweep floors and vacuum seats every service day.
 - Clean/Wipe windows every service day.
- Free of body damage, missing or unpainted body panels, and interior and exterior graffiti.
- Free from roaches and other vermin. The Contractor is required to notify the Township when roaches and other vermin are found. The Contractor is expressly prohibited from using any vermin control product that would be hazardous to the health and well-being of the passengers and operator of the bus. Extermination shall be scheduled to not interfere with service and ensure there are no offensive odors during service hours.

If the wheelchair lift/ramp or HVAC does not function properly during the pre-trip inspection, the Contractor will not use this vehicle in service until the issue has been fixed. The Contractor is not allowed to use a vehicle in which the wheelchair access is not operable and/or the heating and air-conditioning system is not functioning.

Safety Equipment

The Contractor shall have the following safety equipment on each bus.

- Ten (10) pound, rechargeable, dry chemical fire extinguisher.
- Fully stocked first aid kit.
- Three (3) folding triangle reflectors with storage container.
- One (1) triangular wheel chock.
- Bodily fluids clean up kit.
- Public address system.
- Two-way communication system.

- Back-up warning device, if installed.
- Six (6)-camera interior and exterior video monitoring system, if installed.

Routine Preventative Maintenance

The Contractor shall perform regular OEM preventative maintenance according to their specifications. The Township owns twenty-five (25) D4500 model commuter coaches manufactured by Motor Coach Industries, Inc. (MCI). The Contractor shall perform vehicle preventive maintenance (PM) inspections and necessary repairs for the items listed below at every 3,000, 6,000, 12,000. and 24,000 miles.

Item	3,000 miles	6,000 miles	12,000 miles	24,000 miles
Driver's seat and safety belt	X	X	X	X
Sun visor and horn operation s	X	X	X	X
Communication equipment mounting secure	X	X	X	X
Master switch operation	X	X	X	X
Driver' s A/ C, heat, defrost	X	X	X	X
Destination sign	X	X	X	X
Air pressure buildup 120 P.S.I. in 3 minutes	X	X	X	X
Front passenger door operation	X	X	X	X
Interior lighting (reading, fluorescent, step, driver's area, aisle)	X	X	X	X
Passenger counter	X	X	X	X
Switches, controls, and gauges in driver's area	X	X	X	X
Electroluminescent strips and gauge lights	X	X	X	X
Dash warning lights (press to test circuit)	X	X	X	X
Passenger seats -loose or cut	X	X	X	X
Fire extinguisher charge and mounting	X	X	X	X
Door emergency air relief valves	X	X	X	X
Wiper operation and condition and delay operation)	X	X	X	X
Floor hatches - properly secured	X	X	X	X
Emergency hatches - seals and latches	X	X	X	X
Check all exterior lighting and reflectors	X	X	X	X
Check wheels and lug nuts	X	X	X	X
Record air pressure and tread depth for tires	X	X	X	X
Check front and bogie hub oil	X	X	X	X
Check all exterior latches on access doors for tightness	X	X	X	X
Check paint or body damage	X	X	X	X
Check windows, windshield, mirrors, and state inspection sticker.	X	X	X	X
Check ride height	X	X	X	X

Inspect all brake linings, wheel Check coolant temperature gauge seals, and slack adjusters	X	X	X	X
Check for air leaks, check brakes, and drain air tanks to check for heavy contamination.	X	X	X	X
Inspect steering box for leaks and lines for rubbing and chaffing.	X	X	X	X
Inspect radius rods	X	X	X	X
Check u -joints for wear	X	X	X	X
Inspect bus for any fluid leaks at the power steering reservoir and pump, the transmission, fuel lines and filters, miter box.	X	X	X	X
Inspect cooling system, radiator, lines, hoses, purge tank, water pump.	X	X	X	X
Check coolant temperature gauge and oil pressure gauge	X	X	X	X
Record charging voltage of bus	X	X	X	X
Inspect wheelchair operation, control; check tie downs and seat belts.	X	X	X	X
Inspect exhaust and motor mounts		X	X	X
Inspect exhaust system		X	X	X
Torque lug nuts		X	X	X
Check kingpins and wheel bearings		X	X	X
Check differential level		X	X	X
Lube bus chassis		X	X	X
Check belt tensions in engine compartment		X	X	X
Check air inlet restriction with nanometer		X	X	X
Check miter box coupler for deterioration		X	X	X
Service batteries; check alternator		X	X	X
Check retarder operation if applicable		X	X	X
Clean air conditioning (A/C) evaporator; check evaporator compartment for accumulated oil or dust		X	X	X
Clean A/ C evaporator coil, straighten bent fins		X	X	X
Clean A/ C condenser, straight bent fins.		X	X	X
Check A/ C temperature control, clean thermal bulb, check water modulator valve.		X	X	X
Pressure test A/ C compressor		X	X	X
Check A/ C compressor drive shaft and condenser fan drive units		X	X	X
Check A/ C condenser fan drive belt for wear and proper tension		X	X	X

Assure proper A/ C blower motor operation by checking airflow at both air outlets.		X	X	X
Check for oil or dirt accumulation on any surface indicating an A/C refrigerant and oil leak.		X	X	X
Check refrigerant and oil levels		X	X	X
Check engine idle RPMs with A/C on and transmission in gear.		X	X	X
Check refrigerant pressure at engine 625 RPM and 1800 RPM		X	X	X
Check temperature across filter -drier		X	X	X
Inspect unloader mechanism		X	X	X
Check discharge pressure cut out		X	X	X
Check cold (klixon) switch		X	X	X
Check oil pressure with compressor warm		X	X	X
Check super heat temperature		X	X	X
Check compressor oil for chemical breakdown of oil indicating possible bearing failure		X	X	X
Inspect driver' s evaporator		X	X	X
Check all fluid and lubricant levels		X	X	X
Inspect hoses, clamps and connections		X	X	X
Clean ventilation filters and baskets			X	X
Replace engine oil and filters			X	X
Replace fuel filters			X	X
Check headlight adjustment			X	X
Check suspension ride height			X	X
Check brake condition, record slack adjuster travel, tire pressure and wear			X	X
Perform major engine tune and front end alignment			X	X
Inspect steering system			X	X
Repack wheel bearings, inspect seals			X	X
Rotate and spin balance wheels			X	X
Replace transmission fluid and filter and check for leaks			X	X
Service power steering filter				X
Replace differential grease				X
Clean differential breather				X
Service transmission breather				X

As part of its contract, MCI has furnished Parts Manuals, Vehicle Schematics, Operator's Manuals, and Maintenance Manuals for these vehicles which will be forwarded to the Contractor for their use and

reference in performing regularly scheduled preventative maintenance and repairs. Documentation of service to Township-owned vehicles shall be sent monthly to the Township. The Contractor shall create a form for preventative maintenance based on the furnished manuals. These forms shall be sent to the Township for approval.

All OEM preventative maintenance and repairs shall conform to the manufacturers' Maintenance Manual #03-26-133x. The manual contains information on systems operation, component location, periodic maintenance, and overhaul procedures. The Maintenance Manual is divided into major sections similar in sequence to the Parts Manual #03-26-133x and covers maintenance/inspection/repair guidelines.

Any revisions or service bulletins from the OEM to any of the manuals will be forwarded to the Contractor from the Township.

If the Contractor discovers an issue with a vehicle, that vehicle will be pulled from service until the issue is fixed. The Contractor will notify the Township of the issue.

Unscheduled Maintenance

The Contractor will provide maintenance on unscheduled issues and breakdowns. The Contractor will notify the Township of the maintenance issue and the recommended fix. The Contractor will not proceed with any unscheduled maintenance without prior written approval from the Township. The Contractor will check with the Township on any potential warranties with the new vehicles before starting any work.

Monthly Reporting

The Township shall obtain from the Contractor a monthly maintenance report for federally funded Township-owned vehicles for the commuter service. Reports will be forwarded to the Director of Transportation and Infrastructure for review to keep them well-informed regarding matters pertaining to preventative maintenance of federally funded vehicles, including OEM recommendations. The Township will monitor work performed by requiring work orders for preventative maintenance and any OEM warranty work to be submitted to the Asset & Safety Manager, or their designee monthly.

Service Rules and Guidelines

The Contractor shall comply with the following Township Service Rules and Guidelines:

- Drivers must wear seatbelts at all times when the vehicle is not in Park.
- No smoking, vaping, or use of any tobacco products are allowed on vehicles at any time including when not in service.
- No eating or drinking (besides a water bottle) is permitted.
- No music players are permitted while operating the vehicle in revenue service.
- No profanity or abusive language.
- Drivers shall accept service animals on all vehicles; however, the service animal must be under full control of the owner at all times.
- Passengers may travel with life-support equipment, such as portable oxygen, provided such transport does not violate laws or rules related to transportation of hazardous materials. The safety and use of this equipment are the responsibility of the passenger.

- No weapons of any kind are allowed in the vehicles.
- Proper attire must be worn. See uniform guidance below.
- Operation of buses in a safe manner while consistently maintaining on-time performance and quality of service.
- Maintain a professional, courteous attitude with respect to all customer interactions.
- Possess and employ a good knowledge of all service routes and the service area knowledge of the service area must be sufficient to assist customers and announce information required by the Americans with Disabilities Act).
- Maintain a timepiece, to be set each day and having an accuracy of +/- one (1) minute/ month, in clear sight during all times of revenue service.
- Report passenger counts by destination for each one-way trip on a Contractor furnished card to be submitted daily at the end of each shift.
- Honor special passes, collect tickets, and issue and collect transfers as may be required by the Township.

The Woodlands Express Policies and Passenger Code of Conduct can be found on the Township's website [here](#).

Uniform Guidance

The Township requires the Driver's to wear the following uniform when providing commuter bus service. The Contractor shall be responsible for the specification of the uniform, subject to approval by the Township. At a minimum, the Contractor shall require:

- Clean, neatly pressed uniform.
- Closed-toe shoes.

Administrative Requirements

The Contractor shall provide management, supervision, employee development and training program, and operating procedures for Service.

The Township is committed to providing the most efficient and cost-effective Service without compromising quality. The Contractor is requested to suggest modifications to the Township's Scope of Services throughout the duration of the Agreement that may reduce cost and/or improve quality and efficiency, but comply with all applicable Federal, state, and local requirements.

Driver Qualifications and Responsibilities

The Contractor shall ensure that all drivers employed or contracted to perform any part of the Services meet all of the following minimum qualifications at all relevant times:

- Minimum age of 25 years;
- Continuous possession of a valid driver's license for the preceding five (5) years;
- Current possession of a valid Texas chauffeur's license, Class B with passenger transport, and any additional licenses as may be required by state or federal regulatory agencies;
- No more than two (2) traffic citations for moving violations in the preceding three (3) years;

- No DWI/ DUI convictions;
- Ability to read, write and speak the English language fluently;
- Certificate or other evidence of satisfactory completion of a Defensive Driving course within the preceding twelve (12) months;
- Ability to consistently interact with passengers with respect and courtesy;
- Ability to consistently handle complaints and problems in a professional manner;
- Demonstrated strict compliance with Federal Transit Administration and Township policies on the use or possession of alcohol and controlled substances.

Point of Contact

The Contractor shall designate a primary point of contact for communicating with the Township. The point of contact shall be easily accessible by work phone, cell phone and/or email during operating hours. The point of contact must have contractual authority to act for the Contractor and shall supervise on-time performance, and operations, adhere to procedures, and maintain quality of service.

Drug and Alcohol Testing

The Contractor shall be responsible for complying with FTA drug and alcohol requirements as specified in EXHIBIT I, Federally Required Contract Clauses, for employees and subcontractors in safety sensitive positions as well as the Drug and Alcohol guidance listed in this RFP.

The Contractor shall not begin the operation of the Service until the Township has reviewed and approved the Contractor's and subcontractor's Policy Statement and prevention of alcohol misuse and prohibited drug use plans. The Contractor shall be responsible for complying with their plan throughout the term of the Contract and any Contract extensions. The Contractor shall also be responsible for subcontractors complying with their plans.

The Contractor shall consult with the Township on the selection of a certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.

The Contractor shall certify online annually its compliance with Part 655 and submit the Management Information System (MIS) reports annually to the Township.

The Contractor shall provide training for safety-sensitive employees. The FTA drug and alcohol testing regulation (655.14) requires each covered employer to establish an education and training program for all covered employees. The program must include a general education component, training for all safety-sensitive employees, and training for all supervisors and/or other company officers authorized by the employer to make reasonable suspicion determinations.

In addition to the FTA drug and alcohol requirements, the Township has a zero-tolerance policy for any employee testing positive for a controlled substance except under instructions of a physician, who has advised the employee that the substance does not adversely affect the employee's ability to perform his or her job safely. The Township also has a zero-tolerance policy for any employee testing positive for alcohol while the employee is on duty. If any employee tests positive for a controlled substance and/or

alcohol, the Contractor shall remove the employee from performing any work under the Township's Agreement for the term of the Agreement. The zero-tolerance policy also applies to subcontractors.

Licensing

The Contractor shall be responsible for conducting pre-employment and annual Department of Motor Vehicle (DMV) and criminal background checks to verify drivers meet all qualifications herein. All drivers must have a Commercial Driver's License to operate the vehicles in the operations of this Service.

Driver Training

The Contractor shall be responsible for documenting, maintaining, and implementing a formal employee development and training program. The Contractor shall obtain prior written approval by the Township for the training program prior to the start of Service. The Contractor must provide training on all FTA required safety and security-based training. The Contractor shall document all program activities and retain the documents in accordance with the program. The Township may audit the documentation in accordance with the program. The development and training program shall include, but not be limited to the following.

- Bus operator training and retraining.
 - Training new operators.
 - Retraining existing operators.
 - Retraining existing operators whose performance falls below standards.
 - Retraining existing operators involved in accidents.
 - Defensive driving, per National Safety Council standards, or an equivalent course approved by the Township.
 - De-escalation training.
- Training Systems
 - Classroom instruction;
 - Behind-the-wheel training under the supervision of an instructor certified in accordance with the Contractor's driver training program;
 - In-service training;
 - On-board safe driving checks;
 - Completion of necessary reports and paperwork, such as trip sheets, vehicle inspection and condition reports, and accident and incident reports;
 - Monthly safety meetings; and
 - Safety radio messages.
- Communication techniques.
 - Assisting passengers with disabilities.
 - Dealing with unruly passengers.
 - Customer service, relations, and passenger awareness, which includes but is not limited to the sensitivities and diversities of the general public.
- Safety awareness, which includes but is not limited to:
 - Personal safety;
 - Theft/robbery prevention;

- Communicable disease, blood borne pathogens, and bio-hazard handling training;
- Violence in the workplace; and
- Assault prevention.
- Vehicle specific training to include, but not limited to:
 - Vehicle breakdown, accident prevention, adverse weather and other emergency procedures, handling of fires, and emergency vehicle evacuation;
 - Use of electronic destination and route signs;
 - Wheelchair and/or ramp systems;
 - Wheelchair restraint system;
 - Kneeling system;
 - Digital video recording system and cameras;
 - Rearview camera system;
 - Reverse (proximity monitor for backing) sensor system; and
 - Foldaway seats.

Driver Monitoring

The Contractor shall immediately remove any driver from operating any vehicles under the Contract for one, but not limited to, of the following reasons.

- Operating a transit vehicle in service in an unsafe or unprofessional manner, in violation of safety rules and regulations, or security policies, guidelines, and procedures.
- Committing an unsafe or unprofessional act while on duty.
- Failure to submit to or pass any test for drug or alcohol use.
- Failure to comply with FTA policies on use or possession of alcohol and controlled substances.
- Revocation, suspension, or non-renewal of a valid Texas commercial driver's license.
- Two (2) moving violations or accidents within 12 months.
- Conviction of any DWI/DUI or felony offense.
- Verified discourteous or inappropriate remarks or actions towards a passenger.
- Use of a personal cell phone while operating a transit vehicle.

Reporting

The Contractor shall collect data and submit reports to the Township for use in evaluating the performance of the Contractor and Service. The reports shall include, but not be limited to, operations, DBE Participation, Annual Service and U.S. DOT Drug and Alcohol Testing Management Information System (MIS). The Township may audit or inspect the data and records used to generate all reports. All reports shall be legible, complete and delivered in digital format. The Contractor shall submit the reports in accordance with the following frequency and content.

Report Frequency and Format

The frequency of reporting is shown herein, but the Township reserves the right to request additional data and information, which the Contractor must provide within three (3) working days. The Contractor's format is acceptable but must be approved by the Township for content.

Report	Frequency
Operations – Daily Operations and Ridership	Daily
Preventative Maintenance Activities	Monthly
Ridership (daily, by run and run time, by Park and Ride, by service type), NTD data, PTN data, On-time Performance, Exceptions, ticketing information	Monthly
DBE Participation (if any)	Monthly with Invoice
US DOT Drug and Alcohol Testing MIS Data Collection	Annually
Major Accident	Within 2 hours of occurrence
Non-Major Accidents and Other Incidents	Within 24 hours of occurrence

NTD Reporting: As part of the reporting requirements, the Contractor will be required to provide the following reports:

- Safety and Customer Service
 - Number of Reportable Incidents
 - Number of Injuries
 - Number of Fatalities
 - Number of Complaints
- Service Performance
 - Average Trips per Day
 - Average Trips per Revenue Hour
 - Average Trips per Revenue Mile
 - On-Time Performance Percentage
- Days, Miles and Hours of Service
 - Vehicles Operated in Maximum Service
 - Days of Service
 - Hours of Scheduled Service
 - Hours of Missed Service
 - Hours of Atypical Service
 - Average Daily Hours of Service
 - Miles of Scheduled Service
 - Miles of Missed Service
 - Miles of Atypical Service
 - Average Daily Miles of Service
 - Vehicle Hours
 - Revenue
 - Deadhead
 - Operator Training
 - Maintenance Testing
 - Fueling
 - Charter

- Revenue Hours
- Vehicle Miles
 - Revenue
 - Deadhead
 - Operator Training
 - Maintenance Testing
 - Fueling
 - Charter
- Revenue Miles

Vehicle Maintenance

The Contractor shall provide a form for the preventative maintenance checks that meet a minimum standard as listed in “Routine Preventative Maintenance” section of this scope of work for every 3,000, 6,000, 12,000. and 24,000 miles.

Drug and Alcohol Annual Reporting

The Contractor shall submit an executed U.S. DOT Drug and Alcohol Testing Management Information System Data Collection Form to the City annually for the prior calendar year in accordance with Drug and Alcohol Testing, EXHIBIT I, Federally Required Contract Clauses. The Contractor shall submit drug and alcohol testing data online at <https://damis.dot.gov/Login/Login.asp> and submit a copy to the Township. The Township will provide the Contractor with a user identification and password prior to the end of the prior calendar year.

Major and Minor Incident Reporting

The Contractor shall have written operating procedures for any incidents that may occur during the provision of the Contractor service herein. An incident includes, but is not limited to, major and non-major accidents, moving violations, medical emergencies for passengers or driver, vehicle mechanical failure (breakdown), weather emergencies and passengers exhibiting violent, disruptive, or illegal behavior. The Contractor shall notify the Township as soon as possible of all incidents shown herein.

In the event of a major accident as defined herein, the Contractor shall submit a Major Accident Report, EXHIBIT J, Sample Post Award Forms, or on a form approved by the Township. In the event of a non-major accident or other incident as defined herein, the Contractor shall submit an Incident Report, EXHIBIT J, Sample Post Award Forms, or a form approved by the Township.

Reportable Accidents & Incidents Thresholds

The Township considers the following list of activities and events as reportable accidents and incidents:

- A fatality due to an incident, including suicide, but excluding death by natural causes.
- An individual suffers bodily injury and immediately receives medical treatment at or away from the scene of the accident. Medical attention sought after leaving the scene of an accident is not reportable.
- Attempted suicide.
- An individual dies within thirty (30) days of a transit accident.

- An accident involving total damage exceeding \$ 7,500 (including other vehicles/ property)
- The transit vehicle incurs disabling damage as the result of the accident and is removed from revenue service. Disabling damage is damage that prevents the transit vehicle from departing the scene of the accident in its usual manner, including vehicles that could have been operated but would have been further damaged if so operated. Disabling damage does not include damage that could have been remedied temporarily at the scene with standard tools or parts.
- A non-arson fire occurs on or within any vehicle involved in the accident, at a Park -and - Ride Lot, or any other facility used in providing the Services.
- Homicide
- Rape
- Robbery, Larceny or Burglary
- Aggravated Assault
- Motor Vehicle Theft
- Arson
- Bombing or Bomb Threat
- Chemical, biological, radiological, or nuclear release
- Hijacking
- Kidnapping
- An evacuation due to safety reasons
- A collision or mainline derailment
- A fire
- A hazardous material spill
- Acts of God
- Sabotage
- Cyber security event
- Vandalism
- Fare Evasion
- Trespassing
- Violent or non-violent civil disturbance

Contractor Performance

The Contractors shall, at all times, provide the Services in a manner that complies with all applicable local, state and federal requirements, including the Americans with Disabilities Act (ADA). Additionally, the Contractor shall, at all times, comply with the following performance standards:

- Maintain a record of 96 to 100 percent on-time performance. On- time performance is deemed to be a departure from the point of origin for each one-way trip within 0 to 15 minutes of the scheduled departure time.
- Scheduling and performance of bus maintenance to exceed a minimum of 15,000 miles per bus between road failures.

- Establishing and maintaining driver training and safety awareness programs such that accidents are no more than two (2) per 100,000 miles of service.
- Clean and maintain the interior and exterior of each bus before each day it is used in Revenue Service.
- Conduct regular preventative maintenance inspections and performance checks to ensure the air conditioning system on each bus is functional and meets the required performance specifications at all times while in use.
- Conduct daily (service days) preventative maintenance inspections and performance checks to ensure the equipment for ADA accessibility is functional and meets the required performance specifications at all times while in use.

Adjustments for Non-Compliance with Minimum Performance Standards

The following adjustments for non-compliance with minimum performance standards shall be deducted from monies due or which will become due to the Contractor:

Act of Non-Compliance	Penalty/Adjustment
Contractor's failure to report and respond to a complaint within three (3) working days from the date the complaint is made	\$50.00 per complaint
Early departure of a service run from a scheduled stop	50% of one revenue hour
Late departure of a service run from any scheduled stop (5 to 15 minutes)	50% of one revenue hour
Late departure of a service run from any scheduled stop (15 to 30 minutes)	100% of one revenue hour
Late departure of a service run from any scheduled stop (30 to 45 minutes)	100% of payment for one- way service run
Late departure of a service run from any scheduled stop (45+ minutes)	100% of payment for one- way service run + 100% of one revenue hour
Incomplete trip (equipment failure or other non -force majeure reason)	100% of payment for one- way service run + 100% of one revenue hour
Service run by bus that is non-compliant with bus standards and specifications	\$100.00 per occurrence
A trip made by a bus without a properly operating wheelchair lift	\$100.00 per occurrence
Failure to report an accident or incident within two (2) days	\$100.00 per occurrence
The operation of a bus reported to be defective such that it is considered unsafe for operation	\$500.00 per occurrence
Failure to provide sufficient buses available for service such that a scheduled trip cannot be made	\$500.00 per occurrence

Exhibit C – Pricing Proposal

INITIAL SERVICE PRICING

1. Pricing, Base Period, Operational Service Hours

Year	Item Description	Quantity – Annual Hours	Unit Price	Extended Price
1	Variable Operations Cost	17,500		
2	Variable Operations Cost	17,500		
3	Variable Operations Cost	17,500		
4	Variable Operations Cost	17,500		
5	Variable Operations Cost	17,500		
Total Price Base Period				

2. Monthly Cost, Maintenance and Administrative Costs

Year	Item Description	Monthly Price	Extended Price
1	Flat fee, Maintenance and Administrative Cost		
2	Flat fee, Maintenance and Administrative Cost		
3	Flat fee, Maintenance and Administrative Cost		
4	Flat fee, Maintenance and Administrative Cost		
5	Flat fee, Maintenance and Administrative Cost		

The rates set forth in the contract shall be subject to annual escalation at a rate not to exceed three percent (3%) for each year prior to 2030. In the event this Contract is extended beyond the Initial Term, the Township, and the Contractor agree to negotiate in good faith rate adjustments, if necessary and appropriate, for any Subsequent Term.

3. Pricing, Optional Hours, Operational Service Hours

Year	Item Description	Quantity – Annual Hours	Unit Price	Extended Price
1	Variable Operations Cost	16,500		
2	Variable Operations Cost	16,500		
3	Variable Operations Cost	16,500		
4	Variable Operations Cost	16,500		
5	Variable Operations Cost	16,500		
Total Price Optional Hours				

Exhibit D - Addendum Acknowledgement

Please acknowledge by signing and dating that you have seen the addenda posted with the bid on <http://www.thewoodlandstownship-tx.gov/bids>.

Addenda #1 _____ Date Received _____/_____/2024
MM DD

Addenda #2 _____ Date Received _____/_____/2024
MM DD

Addenda #3 _____ Date Received _____/_____/2024
MM DD

Exhibit E -References

Please provide information from three (3) references of similar work scope, representing experience within the past two (2) years:

1. **Agency/Company:** _____

Contact Name: _____

Contact Phone: _____

Services delivered: _____

2. **Agency/Company:** _____

Contact Name: _____

Contact Phone: _____

Services delivered: _____

3. **Agency/Company:** _____

Contact Name: _____

Contact Phone: _____

Services delivered: _____

Exhibit F – Statement of Qualifications

DATE SUBMITTED _____

All questions must be answered, and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Firm may submit any additional information that is pertinent.

1. Name of Firm - _____
2. Permanent main office address - _____
3. If a corporation, where incorporated - _____
4. How many years have you been engaged in transportation operations? Under what firm or trade names and how long under each?

5. Contracts on hand (show gross dollar amount of each contract and the anticipated date of completion):

6. Are you licensed as Contractor in the State of Texas?
Yes_____ No_____ If "Yes", please provide Contractor numbers?

7. General character of work performed by your firm - _____
8. Has your firm ever failed to complete any work awarded to you?
Yes_____ No_____ If "Yes", where and why?

9. Has your firm ever defaulted on a contract?
Yes____ No____ If "Yes", where and why?

10. List 5 projects of similar size and scope:

	Firm	Name	Contract	Value	Contact Information
1.	<hr/>				
2.	<hr/>				
3.	<hr/>				
4.	<hr/>				
5.	<hr/>				

11. Are any lawsuits pending against you or your firm at this time?
Yes____ No____ If "Yes", PROVIDE DETAILS.

12. Have any charges been filed against you or your firm or the bidding entity with the Texas Office of Contract Compliance, the Equal Opportunity Commission, the State of Texas Civil Rights Commission, or any other similarly constituted entity charges by any state or local government with the enforcement of anti-discrimination legislation or regulations?
Yes____ No____ If "Yes", PROVIDE DETAILS.

13. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Associations in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED AT _____, this ____ day of _____, 20____.

(Name of Bidder)

By _____

(Signature)

Title _____

Exhibit G – Subcontractors

LIST OF SUBCONTRACTORS (Required with Bid Submittal)

Please list all subcontractors to be used and work that they will perform as part of this bid. Bidder certifies that all Subcontractors listed are eligible and legally able to perform the Work.

Subcontractor's Name

Subcontractor's Type of Work

If no Subcontractors are to be used, please make this page with the word NO SUBCONTRACTORS WILL BE USED

The Contractor whose Bid is accepted shall not substitute for a Subcontractor who is named herein, without written approval from The Woodlands Township.

Exhibit H - Insurance Requirements

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the Owner in the minimum amounts outlined below:

- a. Worker's compensation and employer's liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's liability coverage shall have a minimum limit of \$100,000 for liability arising out of any accident related to the Work.
- b. Commercial General Liability (CGL)
 - 1. \$1,000,000 each occurrence, combined single limit for bodily injury, sickness or death, and loss of or damage to property.
 - 2. Policy must be on an "occurrence" basis using CGL form(s) approved by the Texas State Board of Insurance. Coverage shall be extended for and extensions removed as follows:
 - i. Extended Coverages
 - 1. Operations — Premises Liability
 - 2. Independent Contractor's Liability — Broad Form
 - 3. Broad Form Contractual Liability covering Contractor's obligations
 - 4. Personal Injury Liability extending to claims arising from employees of the Contractor
 - 5. Completed Operations and Products Liability
 - ii. Exclusions Removed
 - 1. Care, Custody and Control
 - 2. Explosion, Collapse and Underground Damage
- c. Comprehensive Automobile/ Truck Liability Insurance
 - 1. \$5,000, 000 each occurrence, combined single limit for bodily injury and property damage.
 - 2. Policy must cover all owned, hired and non -owned vehicles used in connection with provision of the Services.
- d. Employers Liability Insurance
 - 1. \$500,000 each employee for Occupational Disease
 - 2. \$500,000 policy limit for Occupational Disease
 - 3. \$500,000 each accident
- e. Umbrella Excess Liability
 - 1. \$10,000,000 each occurrence, combined single limit
- f. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - (1). The Woodlands Township shall be named as an additional insured with respect to General Liability and Automobile Liability.

- (2). All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- (3). A waiver of subrogation in favor of The Woodlands Township shall be contained in the Workers Compensation and all liability policies.
- (4). All insurance policies shall be endorsed to require the insurer to immediately notify The Woodlands Township of any material change in the insurance coverage.
- (5). All insurance policies shall be endorsed to the effect that The Woodlands Township will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
- (6). All insurance policies, which name The Woodlands Township as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- (7). Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (8). Contractor may maintain reasonable and customary deductibles, subject to approval by The Woodlands Township.
- (9). Insurance must be purchased from insurers that are financially acceptable to The Woodlands Township.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to The Woodlands Township.
- c. All contractors and subcontractors must meet minimum OSHA safety requirements as applicable to their operations.

Contractor shall, before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional 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. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.

Exhibit I – FTA Clauses and Certifications

The following clauses will be part of the contract resulting from this solicitation. Please review them carefully. The contract will be in compliance with 2 CFR 200 and include the Contract Clauses included in Appendix II to the Uniform Guidance, listed [here](#).

FOR ALL PROCUREMENTS

No Obligation by the Federal Government.

The Woodlands Township 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 Township, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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.

Program Fraud and False or Fraudulent Statements or Related Acts.

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.

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.

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.

Access to Records and Reports

In accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Township, 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.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

Federal Changes

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 Township and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

Civil Rights Requirements

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.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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.

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.

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.

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.

Incorporation of Federal Transit Administration (FTA) Terms

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 [Best Practices Procurement and Lessons Learned Manual, Appendix A Federally Required and Other Model Contract Clauses](#), 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 Township requests which would cause the Township to be in violation of the FTA terms and conditions.

Energy Conservation Requirements

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.

As authorized by the State of Texas, The Texas State Energy Conservation Office (SECO) has adopted the most recent edition of the International Energy Conservation Code (IECC) without amendment for new buildings or additions only. The Contractor shall design the facility in accordance with 2015 IECC.

Disadvantaged Business Enterprise (DBE)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26; Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The agency's overall goal for DBE participation is 3.52%. A separate contract goal has not been established for this Contract.

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 the Township deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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.

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.

The Contractor must complete the attached Certification Forms at the end of these clauses.

Fly America (for procurements involving foreign transport or travel by air)

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

The Contractor also agrees to include any applicable requirements in each subcontract involving international air transportation financed in whole or in part with Federal assistance provided by FTA.

Cargo Preference

The Contractor agrees to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

The Contractor agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a Subcontractor's bill-of-lading.).

The Contractor agrees to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Contract Work Hours and Safety Standards Act

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.

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 therefore 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.

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.

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.

ADA Accessibility

ADA Accessibility ensures that all individuals regardless of disability are not excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.

The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable.

In addition, the Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing.

The Contractor and all Subcontractors shall adhere to any applicable ADA Accessibility requirements from the following:

- 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance, U.S. DOT regulation.
- 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA), U.S. DOT regulation.
- 49 CFR Part 38 and 36 C.F.R. Part 1192 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulation.

- 28 C.F.R. Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services, U.S. DOJ regulation.
- 28 C.F.R. Part 36 – Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, U.S. DOJ regulation.
- 41 C.F.R. Subpart 101-19 – Accommodations for the Physically Handicapped, U.S. General Services Administration (U.S. GSA) regulation".
- 29 C.F.R. Part 1630 – Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, U.S. EEOC.
- 47 C.F.R. Part 64, Subpart F – Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled, U.S. Federal Communications Commission regulation.
- 36 C.F.R. Part 1194 – Electronic and Information Technology Accessibility Standards, U.S. ATBCB regulation.
- 49 C.F.R. Part 609 – Transportation for Elderly and Handicapped Persons, FTA regulation.

Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

Prohibition on Certain Telecommunications and Video Surveillance Service or Equipment

Contractors are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available

funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment **and services, and to ensure that communications service to users and customers is sustained.**

Contractor hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits the Agency from procuring certain “covered telecommunications equipment or services,” as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition. Contractor represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to the Township that would cause the Agency to be in violation of the prohibition contained in the Act.

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date

Trafficking in Persons

Contractor agrees that it and its employees that participate in the contract, may not: Engage in severe forms of trafficking in persons during the period of time the contract is in effect, procure a commercial sex act during the period of time that the contract is in effect, or use forced labor in the performance of the contract or subcontracts thereunder. Contractor will inform Agency immediately of any information it receives from any source alleging a violation of the prohibitions listed in section.

Federal Tax Liability and Recent Felony Conviction

The contractor hereby certifies the following:

- Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
- Agrees to require all subcontractors to provide this certification and to flow this requirement down to participants at all lower tiers, without regard to the value of any subcontract.

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, companyA-60 rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or the Township.

Distracted Driving, including Text Messaging While Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

No Assignment

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

Protests

Pre-Bid Protests: Protests pertaining to the scope of services, bid forms, provisions, terms, conditions, proposed form of procurement or addenda must be submitted in writing to the Township’s Contracting Officer within five (5) business days prior to the bid due date. Protests must be supported by sufficient written information to enable the protest to be considered. A protest or objection will not be considered if it is insufficiently supported, or it is not received within the time limits specified herein.

Protests based upon restrictive specifications, alleged improprieties or other similar situations prior to the submittal deadline as stated herein must be submitted in writing to the Township's Contracting Officer within five (5) business days prior to the submittal due date.

Post-Award Protests: Protests resulting from the award of a contract through the RFQ procedure must be made in writing to the Township's Contracting Officer within three (3) working days of the letter of non-selection to the prospective offeror. The protest must outline the specific portion of the specification or bid procedure that had been violated. Untimely or late protests will not be considered.

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

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

Contracting Officer Contact:

The Woodlands Township
Monique Sharp, President/CEO
2801 Technology Forest Blvd.
The Woodlands, TX 77381

FOR PROCUREMENTS OVER \$10,000

Termination

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 from 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.

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 Township may terminate this contract for default. Termination shall be affected by serving a notice of termination to 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 Township 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 Township, 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.

Opportunity to Cure (General Provision) the Township in its sole discretion may, in the case of a termination for breach or default, allow the Contractor fifteen (15) calendar days 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.

If Contractor fails to remedy to Township'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 Township setting forth the nature of said breach or default, Township 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 Township from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

Termination for Convenience (Professional or Transit Service Contracts) The Township, 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 Township shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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 Township may terminate this contract for default. The Township 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 Township.

Recycled Products

If the Contractor procures \$10,000 or more of one of the Environmental Protection Agency designated items in a fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using Federal funds, the Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

FOR PROCUREMENTS OVER \$25,000

Government-Wide Debarment and Suspension

This contract is a covered transaction for the 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.

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.

By signing this agreement, Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by The Woodlands Township. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Township, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor 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 Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date

FOR PROCUREMENTS OVER \$100,000

Lobbying Restrictions

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.

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.)]

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 Township's Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date

FOR PROCUREMENTS OVER \$150,000

Breaches and Dispute Resolution

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by The Woodlands 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 President/General Manager. 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.

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

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 or damage.

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.

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.

Clean Air

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 Township and understands and agrees that the Township will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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.

Clean Water Requirements

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 Township and understands and agrees that the Township will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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.

DBE Contractor Certification Form

Instructions: The Contractor shall complete this form by listing 1) Names of all proposed Subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE, SBE or non-DBE, 5) Ethnic Code of firm 6) Gender of the Owner, 7) % or \$ amount of Total Contract. Those Subcontractors which are listed on this form as DBEs and SBEs must have current certification as a DBE or SBE with a participating UCP certifying agency. The DBE or SBE certification must be complete by the time the qualifications are submitted. Additionally, those Subcontractors which are listed on this form as DBEs or SBEs must complete DBE and SBE Subcontractor Letter of Intent, agreeing to the information listed herein.

Ethnic Codes: **A)** Black American **B)** Hispanic American **C)** Native American **D)** Sub-continental Asian American **E)** Asian-Pacific American **F)** Non-Minority Women **G)** Other

Gender Codes: **M)** Man **W)** Woman **X)** Choose Not to Answer

1) Name of Subcontractor	2) Address, Telephone # of DBE Firm (Including name of contact person)	3) Description of Work Services Provided. Where applicable, specify "supply" or "Install" or both.	4) DBE, SBE or non-DBE	5) Ethnic Code	6) Owner Gender	7) % amount of Total Contract

THIS SCHEDULE MUST BE COMPLETED AS INSTRUCTED ABOVE AND INCLUDE EVERY SUBCONTRACTOR PROPOSED. ADD ADDITIONAL PAGES, IF NEEDED.

The undersigned will enter into a formal agreement with DBE and/or SBE Contractors for work listed in this schedule upon execution of a contract with the Township. The Contractor agrees to the terms of this schedule by signing below and submitting the **DBE and SBE Contractor Letter of Intent**, as completed by the DBE or SBE Subcontractor(s).

DATE: _____

CONTRACTOR: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DBE and SBE Subcontractor Letter of Intent (ONLY IF YOU HAVE A DBE/SBE SUBCONTRACTOR)

Note: DBE and SBE firms participating in the DBE or SBE Program must have "current" certification status with a UCP Certifying Agency by the due date established for this Request for Qualifications (RFQ).

1. TO: (Contractor): _____
2. The undersigned is either currently certified under a Unified Certification Program (UCP) as a DBE, SBE or will be at the time this RFQ is due.

The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both) _____

and at the following percentage _____% of the total contract amount (should be the same \$ or % found on DBE Contractor Certification).

3. The DBE or SBE Subcontractor should complete this section only if the DBE or SBE is subcontracting any portion of its subcontract.

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____% of the dollar value of this subcontract will be awarded to other Contractors. Any and all DBE Subcontractors a DBE Subcontractor uses must be listed on Form 1 and must also be DBE certified.

DATE: _____

DBE/SBE FIRM: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

CONTRACTOR: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

PROCUREMENT CLAUSES SPECIFIC FOR OPERATIONS PROJECTS

The following clauses will be part of the contract resulting from this solicitation as they relate to the operations service. Please review them carefully.

Charter Service Operations

The Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. 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 as permitted under:

- Federal transit laws, specifically 49 U.S.C. § 5323(d);
- FTA regulations, “Charter Service,” 49 C.F.R. part 604;
- Any other federal Charter Service regulations; or
- Federal guidance, except as FTA determines otherwise in writing.

The Contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- Barring it or any Subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
- Any other appropriate remedy that may apply.

The Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations

The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- Federal transit laws, specifically 49 U.S.C. § 5323(f);
- FTA regulations, “School Bus Operations,” 49 C.F.R. part 605;
- Any other Federal School Bus regulations; or
- Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- Bar the Contractor from receiving Federal assistance for public transportation; or
- Require the Contractor to take such remedial measures as FTA considers appropriate.

- When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities.

Public Transportation Employee Protective Arrangements

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Privacy Act

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

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

Drug and Alcohol Testing

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 the State of Texas, or the Owner, 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 March 15 and to submit the Management Information System (MIS) reports before March 15 to the proper FTA website. 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.

Contract Work Hours and Safety Standards Act

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 this clause 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 this clause.

The FTA 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 this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

Veterans Preference

To the extent practicable, the Contractor agrees to give a hiring preference to veterans (as defined in 5 USC § 2108) who have the skills and abilities required to perform construction work required for a capital project supported with funds made available or appropriated for 49 USC chapter 53; provided, however, the Contractor may not give a hiring preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability or a former employee.

Motor Carrier Safety

Contractor agrees that it will comply with the applicable economic and insurance registration requirements of the:

- (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Minimum Levels of Financial Responsibility for Motor Carriers,” 49 C.F.R. part 387, if it is engaged in operations requiring compliance with 49 C.F.R. part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone;
- (2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it

- operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311;
- (3) The safety requirements of U.S. FMCSA regulations, “Federal Motor Carrier Safety Regulations,” 49 C.F.R. parts 390 – 397, to the extent applicable; and
 - (4) The driver’s license requirements of U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 C.F.R. part 383, and “State Compliance with Commercial Driver’s License,” 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA’s regulations, “Controlled Substances and Alcohol Use and Testing,” 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

Safe Operation of Motor Vehicles

Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or the Township. Contractor is further encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement. Contractor is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Protection of Sensitive and Personally Identifiable Information

Contractor must implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Contract.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Exhibit J – Sample Post-Award Forms

Sample Vehicle Inspection Checklist

The Woodlands Express				
Annual Vehicle Inspection Checklist				
Unit #	Fleet #	MAKE	Model	Notes
		MCI	D4500	
Mileage:				
Maintenance Logs on File?	Y	N		
Tires in Good Condition?	Y	N		
Wheels/Hubs in Good Condition?	Y	N		
Body Panels Clean/Free of Defects?	Y	N		
All Lights in Working Order?	Y	N		
Horn in Working Order?	Y	N		
Glass Free of Cracks/Damage?	Y	N		
ADA Lift in Working Condition?	Y	N		
Bumpers Free of Scratches/Damage?	Y	N		
Graphics in Good Condition?	Y	N		
Destination Sign in Working Order?	Y	N		
Destination Sign Emergency Alert in Working Order?	Y	N		
Interior Cabin Clean?	Y	N		
Seats in Good Condition?	Y	N		
Seatbelts in Working Order?	Y	N		
Drivers Area Clean?	Y	N		
Drivers Seat in Good Condition?	Y	N		
Drivers Seatbelt in Working Order?	Y	N		
Dash/Instrumentation in Working Order?	Y	N		
Interior Lights in Working Order?	Y	N		
Annunciator / PA system in Working Order?	Y	N		
Fire Extinguisher in Place?	Y	N		
Title VI Notice on Vehicle?	Y	N		
Emergency Exits Clearly Marked?	Y	N		
Lavatory Clean?	Y	N		
ADDITIONAL COMMENTS:				

Major Accident Report Form

Post-Accident Summary

(CONFIDENTIAL)

Accident Date	Employee Name	Employee Number	Accident file number		
Accident Location	Nearest Cross Street			Municipality	
Vehicle Number	Route	Run Number	Time : AM PM	Direction Traveling	No. of Passengers:

FTA/DOT Drug and Alcohol Testing in accordance with 49 CFR part 40 and Part 655

Employee was given a drug and/or alcohol test:

- ☐ Yes, complete remainder of form
- ☐ No, did not meet criteria
- ☐ No, employee can be completely discounted as a contributing factor, explanation below:

Test performed: Drug Date _____ Time _____ AM/PM
Alcohol Date _____ Time _____ AM/PM

Why test was given:

- ☐ FATALITY (**MANDATORY**)
- ☐ Medical Transportation
- ☐ An involved vehicle sustained disabling damage requiring it to be towed.

☐ Alcohol Test performed more than **(2) two hours** from the time of the accident:

Please explain:

☐ Alcohol Test unable to be performed within **(8) eight hours** from the time of the accident: *(testing attempts were ceased)*

Please explain:

☐ Drug Test unable to be performed within **(32) thirty-two hours** from the time of the accident: *(testing attempts were ceased)*

Please explain:

☐ The employee left the scene of the accident without just cause: (Refusal to test)

Please explain:

Supervisor Signature

Date

Incident Report Form

(Privileged and Confidential for use by Legal counsel)

PLEASE PRINT ALL INFORMATION

1. Date of Incident: _____
2. Time of Incident: _____ AM / PM
3. Location of Incident: _____
4. Name Of Employee Involved: _____
 - a. Address: _____
 - b. Phone Number: _____
5. Name of Rider Involved: _____
 - a. Address: _____
 - b. Phone Number: _____
6. Person Reporting: _____
 - a. Title: _____
 - b. Date of Report: _____

TYPE OF INCIDENT

Check only one applicable item and explain in area provided on the following page.

- _____ Moving Violation _____ Medical Emergency
- _____ Vehicle Mechanical Failure (breakdown) _____ Weather Emergency
- _____ Passenger Exhibiting Violent, Disruptive, or Illegal Behavior
- _____ Other: _____

(Continue to Page 2)

DESCRIPTION OF INCIDENT

LIST OF WITNESSES

Provide a Complete List of any persons who may have witnessed the incident.

Name: _____

Address: _____

Phone Number: _____

Name: _____

Address: _____

Phone Number _____

Exhibit K – Vehicle Inventory

Vehicle ID	Type	Model	Year	Current Mileage
901	MCI	D4500 Commuter Coach	2015	414,491
902	MCI	D4500 Commuter Coach	2015	378,860
903	MCI	D4500 Commuter Coach	2015	391,742
904	MCI	D4500 Commuter Coach	2015	363,511
905	MCI	D4500 Commuter Coach	2015	332,135
906	MCI	D4500 Commuter Coach	2016	342,761
907	MCI	D4500 Commuter Coach	2016	339,927
908	MCI	D4500 Commuter Coach	2016	272,291
909	MCI	D4500 Commuter Coach	2016	320,827
910	MCI	D4500 Commuter Coach	2016	305,758
911	MCI	D4500 Commuter Coach	2016	361,540
912	MCI	D4500 Commuter Coach	2016	264,698
913	MCI	D4500 Commuter Coach	2016	348,960
914	MCI	D4500 Commuter Coach	2016	301,474
915	MCI	D4500 Commuter Coach	2016	272,921
916	MCI	D4500 Commuter Coach	2017	242,469
917	MCI	D4500 Commuter Coach	2017	331,514
918	MCI	D4500 Commuter Coach	2017	313,698
919	MCI	D4500 Commuter Coach	2017	297,781
920	MCI	D4500 Commuter Coach	2017	281,031
921	MCI	D4500 Commuter Coach	2017	246,515
922	MCI	D4500 Commuter Coach	2017	271,235
923	MCI	D4500 Commuter Coach	2017	311,306
924	MCI	D4500 Commuter Coach	2017	316,216
925	MCI	D4500 Commuter Coach	2017	314,989