



The Woodlands Township

Request for Proposals Commuter Bus Vehicles Contract Number C-2025-0234

Addendum #5

June 30, 2025

Note: This Addendum must be included as part of the proposal documents.

Please note the submission deadline is July 22, 2025, at 2:00 p.m.

The Township has reviewed the deviations and questions submitted by potential proposers. Deviation decisions will be sent out today. Any changes to the procurement itself are listed below –

TECHNICAL SPECIFICATIONS CHANGES ALLOWED

- 1.2.5 - General Dimensions
 - Change *“Interior Height - 78.25” min”* to *“Interior Height - 75” min”*
 - Change *“Height, first step - 12” max” min”* to *“Height, first step - 15” max unknéeled”*
 - Change *“Aisle Width - 18” min” min”* to *“Aisle Width - 14” min”*
- 1.2.7 – Engine
 - Change *“Engine shall be of the latest design electronic controlled, Cummins (or approved equal) turbo-diesel. Peak horsepower shall be 350 BHP @ 1,900 RPM and peak torque of 925-1150 Ft Lbs @ 1,900 RPM, or approved equal. The engine shall incorporate all features which will minimize emissions and maximize the life of the engine”* to *“Engine shall be of the latest design electronic controlled, Cummins (or approved equal) turbo-diesel. Peak horsepower shall be 300 BHP @ 1,100 RPM and peak torque of 925-1450 Ft Lbs @ 1,100 RPM, or approved equal. The engine shall incorporate all features which will minimize emissions and maximize the life of the engine.”*
- 1.2.22 – Crashworthiness
 - The vehicle shall meet the FMVSS 227, Bus Rollover Structural Integrity.
- 1.2.23 – Body Construction
 - Composite material is accepted in place of galvanized stainless steel around the passenger floor and below the windows as well as front and rear caps.
- 1.2.29 – Doors and Step Well

- A plug door is allowed versus the sedan style type.
- Change *"It shall have a minimum horizontal opening of thirty-two (32") inches and a minimum vertical opening of eighty (80") inches. All screws used to attach the door frame to the vehicle body shall be stainless steel screws"* to *"It shall have a minimum horizontal opening of twenty-five (25") inches and a minimum vertical opening of eighty (80") inches. All screws used to attach the door frame to the vehicle body shall be stainless steel screws."*
- 1.2.30 – Stanchions, Grab Rails, and Handrails
 - Change *"Passenger seats shall meet the requirements of FTA Docket 90-A"* to *"Passenger seats shall meet the requirements of FMVSS 302 requirements."*
- 1.2.38 – Heating and Defrosting
 - Ball valves shall be acceptable.
- 7.6.2 – Repairs
 - Replace the following -
 - *The Manufacturer shall provide at its own expense all spare parts, tools, and space required to complete repairs. At the Township's option, the Manufacturer may be required to remove the bus from the Township's property while repairs are being affected. If the bus is removed from the Township's property, then repair procedures must be diligently pursued by the Manufacturer's representative.*
 - With the following language:
 - *The Manufacturer shall provide at its own expense all spare parts, tools, and space required to complete repairs. At the Township's option, the Manufacturer may be required to remove the bus from the Township's property while repairs are being affected. If the bus is removed from the Township's property, then repair procedures must be diligently pursued by the Manufacturer's representative. At the Township's discretion, the Township may provide shop space to perform warranty repairs. However, for situations involving multiple vehicles, the Contractor shall need to provide shop space to prevent disruption in normal operations.*

CHANGES TO THE GENERAL CONDITIONS

- Add the following language to Project Files, Data, Maps and Other Materials – Maintenance & Ownership
 - *All Subject Data, including specifications, technical data, records and reports, engineering drawings (including shop drawings and working drawings), manuals and instruction materials and computer or microprocessor software that is delivered or specified to be delivered under the Contract shall remain the property of the Contractor; provided however, Township shall have a royalty-free, non-exclusive, non-transferable and irrevocable license to use such subject data only for the purposes of operating and maintaining the buses.*
- Add the following language to Risk of Loss for clarification
 - *The Township shall assume risk of loss of the vehicle upon delivery and acceptance of the vehicle. The Contractor shall bear the risk of loss prior to delivery and acceptance of the vehicle.*
- Replace the section No Assignment with the following language
 - *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, which consent will not be unreasonably withheld any assignment without such consent shall constitute a default of Contractor under the underlying contract and may be considered void for all purposes at the election of the Township.

- Add the following statements to Invoice and Payment for clarification
 - *A bona fide dispute arises when there is a dispute that involves a legitimate disagreement over material facts and/or rights and obligations.*
 - *"Within fifteen (15) business days after delivery of the bus to Township, Township shall conduct acceptance tests on the bus. The acceptance tests to be conducted by Township, and the criteria and standards in respect of such tests, shall be agreed upon by Township and the Contractor prior to the Contractor building the buses. If a bus passes these tests or if Township does not notify the Contractor of non-acceptance within 15 business days after delivery of the bus, acceptance of the bus by Township shall be deemed to have occurred on the 15th day after delivery. Acceptance shall occur earlier if Township notifies the Contractor of early acceptance or places the bus into revenue service."*
 - *The payment terms are to be as follows:*
 - *75% of Total Bus Price Paid Upon Engine/Battery Install*
 - *25% of Total Bus Price Paid Upon Acceptance*
 - *Terms: All payments are Net 30 days from the Invoice date*

CHANGES TO EXHIBIT B

- Add the following language to the 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 Township's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.*

CHANGES TO EXHIBIT I

Remove "1) XCU Coverage" and "4) (X), (C) and (U) exclusions shall be removed." From the following language –

Comprehensive general liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:

(1) XCU Coverage,

(2) Contractual Liability Coverage,

(3) Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment, and extending for at least two (2) years from that date, and

(4) (X), (C) and (U) exclusions shall be removed.

ADDITIONS TO THE RFP

- Add the following clauses to the RFP
 - *Price Adjustments Due to Regulatory Changes*
 - *Notwithstanding anything else to the contrary contained herein, in the event that a price adjustment is required in respect to changes that are mandatory as a result of legislation or regulations that become effective after the date of the tender submission, such price adjustment shall be negotiated in good faith by Township and the successful bidder. For certainty, the parties agree that the prices shall be adjusted in the event that tariffs, customs, duties and/or other taxes are imposed by any government on the goods and/or services provided hereunder.*
 - *Confidentiality*
 - *The Township and their representatives and agents agree to enter into a confidentiality agreement with the Contractor prior to commencing an audit, review or analysis in order to protect and maintain the confidentiality of the Contractor's information.*
 - *Tire Pressure Monitoring Systems (to be added to the Technical Specifications)*
 - *The Township requires a Tire Pressure Monitoring System in line with FMVSS 138, Final Rule October 2005.*
 - *Title*
 - *The title of the vehicle shall pass to the Township upon the acceptance of the vehicle by the Township.*
 - *Tariffs, Duties, Customs and/or Other Taxes*
 - *"Notwithstanding anything else to the contrary contained herein, in the event that a price adjustment is required in respect of changes that are mandatory as a result of legislation or regulations that become effective after January 20, 2025, such price adjustment shall be paid by the Agency. For certainty, the parties agree that the price shall be adjusted in the event that tariffs, customs, duties and/or other taxes are imposed by any government and that impacts the goods and/or services provided hereunder. It is the responsibility of the Contractor to provide documentation of the price change due to tariffs, customs, duties and/or other taxes to the Township. Only price changes with documentation will be approved by the Township. The Contractor shall notify the Township of changes to tariffs, customs, duties and/or other taxes once they are aware of potential price changes.*
 - *Tariff Payment Terms :- Net 15 days after Line Entry and when Tariff Price Change, auditable backup, and Invoice are submitted."*

CHANGE TO EXHIBIT J

Proposers shall use the updated Price Proposal Form as attached.

Exhibit J – Price Proposal Form

A. BUS MANUFACTURER: _____

B. BUS MODEL NUMBER: _____

| | |
|---|----|
| Total Per Bus | \$ |
| Price for 25 Heavy Duty 45-Foot Commuter Bus | |

DIMENSIONS

a. Overall length: _____

i. Over bumpers: _____ ft. _____ in.

ii. Over body: _____ ft. _____ in.

b. Overall width options

i. Over body excluding mirrors: _____ in.

ii. Over body including mirrors: _____ in.

iii. Over tires: _____ in.

c. Overall height

i. Maximum: _____ in.

ii. Main roof line: _____ in.

d. Steps

i. Number _____

ii. Step load capacity _____ lbs.

iii. Step height and depth (measured at center of step)

1. From ground to first step: _____ in.

2. Depth: _____ in.

e. Underbody Clearance _____ in.

f. Floor height above ground (at door) _____ in.

g. Interior head room (center of aisle) _____ in.

h. Aisle width _____ in.

i. WEIGHT OF BUS Full Complement of fuel, oil, water At GWVR

i. On front axle: _____ lbs. _____ lbs.

ii. On rear axle: _____ lbs. _____ lbs.

iii. Total: _____ lbs. _____ lbs.

OPTIONS

| Item | Price Per Bus |
|----------------------|---------------|
| Upgraded Driver Seat | |
| Bus Wrap | |

PROPOSED SCHEDULE

Not to exceed four (4) years from the date of contract execution.

| NUMBER OF VEHICLES | MONTHS UNTIL DELIVERY TO THE TOWNSHIP |
|---------------------------|--|
| | |
| | |
| | |
| | |

DATE: _____

PROPOSER: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____