



The Woodlands Township

Request for Proposals The Woodlands Express Mobile Ticketing and Fare Card System Contract No. C-2025-0195

Addendum #3

March 20, 2025

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

RFP CHANGES (AS STATED IN ADDENDUM 2)

- The Township is extending the deadline for the submission of proposals by two weeks. Also, the submission emails have also changed. Please replace the following information on page 5 of the RFP documentation –**

Due: April 4, 2025, 1:00 PM CT

Email: rhaut@thewoodlandstowmship-tx.gov AND kmcmanus@thegoodmancorp.com

Questions and Answers

Q) Based on section General Requirements bullet point #3 of the RFP, can you confirm that the required retail portals are for 3 locations?
A) Yes, 3 locations.

Q) Regarding the pricing structure outlined in Exhibit I – Price Proposal Form, would you consider a SaaS pricing model where all hardware and upfront costs are bundled into a monthly fee?
A) No, the Township wants to pay for capital and upfront costs as part of the installation and not as a monthly fee.

Q) Is there a target/preferred go-live date? Our typical implementation timeline for similar transit systems is 3-5 months from Notice to Proceed, but we have flexibility to accommodate your specific needs and priorities.
A) The Township would like to have solution in place as quickly as possible, but we understand that there is some set up time. Please provide the optimal schedule for implementation of your solution.

Q) Is there a vehicle router that provides communication? Is there an available port? Or, does our proposed solution need to provide the ongoing communication?
A) The Township commuter buses are equipped with public wi-fi. The current card readers are plugged into the router through an ethernet port.

Q) In relation to the proposal submission, please confirm that the proposal shall be submitted electronically only.
A) Yes.

Q) Given the number of exhibits included in the current Solicitation and to ensure that our submitted proposal fully addresses all requirements, we formally request a one-week extension for the proposal due date, moving it to March 28, 2025.

A) **The Township is granting a two-week extension, submittals are now due April 4, 2025.**

Q) We note that the rates set forth in the contract shall be subject to annual escalation at a rate not to exceed two percent (2%) for each extension beginning 2029. Would the Agency consider agreeing to an increase of all recurring charges that are not charged as a percentage of gross ticket revenue (i.e., excluding any Revenue Share percentage) increasing by the higher of (i) three percent (3%) or (ii) the US CPI on an annual basis, throughout the entire contract term?

A) **The Township will hold to a two percent (2%) escalation rate.**

Q) We note that 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. Would the Township consider the payment of all recurring charges under the contract annually in advance?

A) **Annual recurring charges are acceptable.**

Q) Would the Township consider an increase in the charges due to the Contractor in any / all of the following circumstances:

- (a) for material changes of scope (including reductions in the number of hardware units) or additional options executed;
- (b) for project delays outside of the Contractor's reasonable control, including project delays caused by the Township or by a third party engaged by the Township, and which will include (where applicable) the Contractor's projected lost revenue for each day the service is delayed;
- (c) for items priced as an option in the pricing schedule, which may be subject to market condition pricing fluctuations when exercised by the Township; and
- (d) for any material increase in the costs of providing the services as a result of any change or increase in costs passed on by third party suppliers, costs of labor, insurance or other variable costs to the Contractor.

A) **In order to be in compliance with FTA regulations, the Township expects to hold pricing to what is provided in the pricing proposal moving forward. The Township cannot cover potential lost revenue based on the estimation of the Contractor. If pricing from the contractor is requested to be material changed within the contract, the Township would need to ensure fair and open competition and go back out for bid with a new contract.**

Q) We note that the FTA terms in the RFP document include a right for the Township to terminate the contract for convenience without notice. Would the Township consider a market-standard notice period of ninety (90) days for termination for convenience? Alternatively, for a termination period of less than ninety (90) days, would the Township consider the reimbursement of the Contractor's Early Termination Charges as follows:

“Early Termination Charges” means the greater of (i) the previous three (3) months of the Contractor's transaction revenue fees or (ii) an amount equal to the Contractor's share of transaction revenue share fee multiplied by 30% (thirty percent) of the Township's annual gross fare revenue

A) **The Township would agree to a notice period of ninety (90) days for termination for convenience. The Township will not allow for early termination charged.**

Q) We note that the FTA terms include a cure period of fifteen (15) calendar days in which the Contractor is required to remedy any breach of the contract. Would the Township consider including a market-standard period of thirty (30) days in which to cure any material breach under the contract?

A) **The Township would agree to thirty (30) days to cure any material breach under the contract.**

Q) Would the Township consider the inclusion of a right for the Contractor to terminate the contract where the Township's material breach of contract is not remedied within a market-standard thirty (30) day period?

A) **The Township would agree to the following: the Township must be actively pursuing a remedy for the breach within a thirty (30) day period following notification to the Township.**

Q) Would the Township consider the inclusion of a mutual limitation of liability article in the contract, which caps each party's liability to the amount paid by the Township in the first twelve (12) months of the contract? Such limitation of liability would not apply to any agreed indemnities or where liability cannot be limited by law, etc.

A) **No.**

Q) We note that the RFP includes a full uncapped indemnity given by the Contractor "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 consultants, its officers, agents, principals, employees, and subconsultants) 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)." Would the Township consider limiting the indemnity to (i) third-party claims only; (ii) tangible property only; (iii) excluding special, indirect, consequential, etc. damages; and (iv) which excludes the level of any contributory negligence by the Township or other indemnified parties?

A) **No.**

Q) We note that the Township is required to own all materials prepared by the Contractor in whatever format they are created and stored. Would the Township consider limiting this to any materials prepared by the Contractor "solely and exclusively" to exclude the Contractor's standard documentation, software, etc., for which it has pre-existing intellectual property rights protection?

A) **Yes.**

Q) Could you confirm that it is possible to modify the Price Proposal form included in Exhibit I to include the cost information of alternatives or additional features, if any?

A) **Yes, you may propose alternates or additional options, but please keep the structure of the price proposal form intact.**

Q) In the General Requirements section, the Township has stated a requirement for "Radio Frequency ID (RFID) cards or open payments." RFID is a specific wireless technology that is distinct from NFC. For instance, MiFare DESFire cards, commonly utilized for closed-loop fare media cards in transit, operate on NFC technology. cEMV (open payment) cards also use NFC. Can the Township confirm whether they specifically want an RFID solution or whether they are open to any solution that provides contactless fare media, such as an NFC-based solution?

A) **Please provide your solution that provides contactless fare media.**

Q) In the general requirements section for the retail sales portal for the park-and-ride locations, can the Township confirm if a closed-loop card reader already exists or would need to be provided?

A) **The Township has credit card machines at all three park and ride locations. The Township is the process of installing computers that be utilized in the ticket sales.**

Q) In the general requirements section for the retail sales portal for the park-and-ride locations, can the Township confirm if an ePOS for taking credit/debit card payments already exists or

would need to be provided?

- A) The Township has credit card machines at all three park and ride locations. The Township is the process of installing computers that be utilized in the ticket sales.
- Q) In the Mobile app Requirements, the Township has a requirement for: " Provide the customer notifications of newly upgraded versions of their mobile smart device when new upgrades by the manufacturer are being implemented. Note the Township does not have access to Android devices for update/upgrade validation tests. Preference is that the contractor conducts the validation testing.". Can the Township elaborate on this requirement, please? The requirement reads as if it requires the solution to inform the customers when a new OS version for their device is available, which would seem beyond the scope of a ticketing solution. Is the requirement asking for this, or rather asking for notifications when a new version of the Township app is available for the customer's respective OS?
 - A) This requirement should be read as the Contractor shall be required to do the validation testing for both OS and Andriod apps, when new updates are released by the Contractor, as the Township does not have the capacity to do the required testing. When new updates have been tested and released, the Township only requests notification to the agency themselves.
- Q) Exhibit E-References-requests 3 references with experience within the past 2 years while Exhibit F- Statement of Qualifications-asks for 5 projects of similar size and scope (along with Contact information). Can you please clarify how many total references vendors are required to submit with their response?
 - A) Please provide five (5) projects and provide contact information for at least three (3) of the similar projects of size and scope.
- Q) To confirm, there is no DBE requirement for this Solicitation, correct?
 - A) There is no contract goal associated with this solicitation, but the Township always encourages the use of DBEs.
- Q) What are the biggest challenges or pain points experienced by staff and/or users with the current software?
 - A) The current contract is limited to mobile ticketing only and is expiring. The Township wants to expand the contract to have fare cards and mobile ticketing combined.
- Q) What is the total annual revenue generated from the Woodlands Express ticket sales? Does this number include revenue generated from special events like the Rodeo Express service?
 - A) The Township does approximately \$2-2.5 million worth of ticket sales per year, which includes all services include the Rodeo Express.
- Q) Please provide an approximate breakdown by payment type of ticket sales transactions processed (e.g., credit card, cash, check).
 - A) 60% mobile ticketing, 30% through corporate ticketing, 10% at the park and ride. Almost all ticketing would be through credit cards or invoicing. Less 10% done through check or cash.
- Q) What is the Township's budget for this project?
 - A) The Township is not releasing the budget for this project.
- Q) What is the annual contract value of the existing Masabi software?
 - A) The Township will not be disclosing the contract value.
- Q) How many POS card readers does the Township anticipate needing for this project?
 - A) One for each vehicle and several spares – approximately 35.
- Q) What is the desired go-live date of the new system?
 - A) As soon as it is feasible for your system.
- Q) Is there a mechanism to adjust pricing if tariffs materially change before contract execution or hardware procurement?

A) No.

Q) If no adjustment mechanism exists, does your agency have a preferred approach for bidders to factor tariff uncertainty into their pricing?
A) The Township will accept your pricing as proposed.

Q) Would your agency consider proposals that include tariff-related contingencies or assumptions in the pricing structure?
A) No. If pricing from the Contractor were to materially change after proposing, the Township would need to ensure fair and open competition and go back out for bid with a new contract.