



The Woodlands Township

Request for Proposals Operations of the Woodlands Express and Conroe Connection Services, Contract No. C-2024-0406

Addendum #1

July 1, 2024

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

Please note – through this Addendum, the deadline for this RFP has been extended from July 12, 2024, to July 26, 2024, by 2:00 PM.

Included in this addendum are questions and answers received prior to the June 19, 2024, deadline:

Questions

Q1) Please provide the actual annual revenue paid to the current operator in 2023 and estimated revenue to be paid in 2024.

A1) Costs for commuter services are reported for both the Township and the City through the National Transit Database. Annual revenue paid may be requested through an Open Records request to the Township.

Q2) Please provide ridership, broken down by route, for 2023.

A2) Total Ridership from each Park & Ride (January 2023 – May 2024)

- i) The Woodlands Township
 - (1) Research Forest – 220,902
 - (2) Sawdust – 90,056
 - (3) Sterling Ridge – 82,195
 - (4) Energy Corridor – 14,192

- ii) City of Conroe
 - (1) Conroe Commuter Ridership – 1,458

Q3) Please provide OTP data for 2023, including any liquidated damages assessed to the current operator.

A3) This information may be requested through an Open Records request to the Township.

Q4) Please provide the hours operated for 2023 and the first five (5) months of 2024.

A4) Total Revenue Hours (January 2023 – May 2024)

- i) The Woodlands Township – 23,438.8 hours
- ii) City of Conroe – 3,350.68 hours

Q5) How many spares and additional fleet are provided by the current operator?

A5) For the Township, the current Contractor provides 9 additional buses, but currently, all 9 are considered spares. The Township would consider 5 buses to be necessary for spare and additional fleet. The City has an ILA with Houston METRO, who can provide spares and additional fleet through their own resources.

Q6) How many additional buses does the Township estimate are necessary to fulfill the routes and what is the estimate of necessary spares, based on the current fleet?

A6) Currently, an estimated 25 to run the routes, 5 spares would be necessary.

Q7) Are there any age restrictions on any contractor-provided vehicles for the spares, additional fleet, and the fleet assigned to the Conroe Connection service?

A7) No, as long as they are in good condition and good working order.

Q8) Does the Township have any specific pain points in their current service, technology, and data/reporting that bidders should address?

A8) Just normal operational service, no specific pain points. Technology solutions in the proposal would be welcomed.

Q9) Under Contractor Performance, the Township requires that contractors maintain a maximum of two (2) accidents per 100,000 miles of service. Please clarify what is meant by "accident," e.g., preventable, non-preventable, etc. Do the thresholds detailed in "Reportable Accidents & Incidents Thresholds?" constitute the type of accident to which "Contractor Performance" refers?

A9) The Federal Transit Administration (FTA) defines an accident as an event involving the operation of a vehicle that results in one of the following:

- i) A fatality
- ii) A serious injury that requires immediate medical treatment away from the scene
- iii) Disabling damage to one or more vehicles that are transported away from the scene by a tow truck or other vehicle

Q10) Please provide the current annual or hourly wage for drivers assigned to this service.

A10) That is at the discretion of the Contractor Provider and Houston METRO.

Q11) Are the employees that currently operated this service represented by a Collective Bargaining Agreement (CBA)? If yes, please provide a copy of the CBA.

A11) No.

Q12) Considering the addition of new fleet vehicles will have a serious effect on maintenance costs over the term of a contract, can you provide an estimate of the anticipated vehicle delivery and in-service schedule of the new fleet? In addition, please confirm the number of vehicles to be acquired (the information in the RFP is inconsistent with the information in the study).

A12) Anticipated vehicle delivery is for late 2025/early 2026 with a quick inspection turnaround to utilize the vehicles as soon as possible. The Township is acquiring 25 new vehicles and the City of Conroe is acquiring 4 new vehicles.

Q13) Please provide any fleet maintenance records on the existing fleet, in particular, for any engines or transmissions that have been rebuilt/replaced.

A13) In the last three (3) years, the current contractor has not had to rebuild or replace an engine for the Township fleet. More information may be requested through an Open Records request to the Township.

Q14) How many buses are currently "Out of Service" or "hard down" for an extended period of time? If there are any "Out of Service" or hard down vehicles at the time of contract transition, will the incoming contractor be responsible for those repairs? How would any outstanding repairs at the time of transition be handled?

- A14)** Currently, no Township vehicles are “Out of Service” or “hard down” for the current service. Any vehicles that are out of service at the time of transition will be repaired by the previous contractor or handled by the Township.
- Q15)** Are there any other support vehicles (e.g., service trucks, supervisor vehicles) provided by the Township? If they are not provided, are contractors required to provide these support vehicles?
- A15)** No, the Township does not provide any support vehicles to the current contractor. Contractors should supply support vehicles, if needed.
- Q16)** Should bidders submit information regarding a proposed transition timeline? Does the Township have a preferred transition timeline (e.g., 60 days, 90 days, etc.)
- A16)** There is no preferred transition timeline. The Contractor will have until May 2025 to handle the transition.
- Q17)** Will the Township provide the annunciator technology for use on any contractor-provided buses used in either the Township or City services?
- A17)** No, the Contractor should provide the annunciator on the Contractor-owned vehicles.
- Q18)** Would the Township consider a two (2)-week extension to the due date?
- A18)** The Township and the City will extend the deadline to Friday, July 26, 2024.
- Q19)** Will the successful contractor be the exclusive contractor for the park and rides or shared with other contractors for other services?
- A19)** The desire for this RFP is to have one contractor.
- Q20)** Will the contractor require a separate access agreement to pick up/drop off passengers for the park and rides?
- A20)** No, the Township and the City both own the park and ride lots and will not require a separate access agreement.
- Q21)** Upon review of the RFP, our team noted there is no bus wrap requirement. If the contractor is required to provide vehicles for the service (e.g., the Conroe Connection service), how will passengers identify the contractor-owned buses?
- A21)** Contractor may use their own wrapped buses with signage for the service and route for the Township. The City would like the cost of wrapping the bus for the contractor-owned vehicles to be included in the pricing.
- Q22)** Will contractors have access to the bus tracking/ GPS information gathered by the TransLoc/RideSystems installed on the Township-owned vehicles?
- A22)** Yes, the contractor will be allowed access to the system.
- Q23)** Due to the short trip times, will The Township consider a minimum hours charge in the AM and PM for each driver shift?
- A23)** No, the operational “Revenue Hour” for this contract is defined as the cumulative time between the time of the first stop and the time of the last stop on each run. All revenue hours recorded should be rounded up to the half hour.
- Q24)** Is there a requirement for automated PA announcements at each Conroe stop and if so, is the annunciator system provided by the City?
- A24)** Yes, the City would require automated announcements at each stop. Contractor should include the price the annunciator system in their price proposal.
- Q25)** The City of Conroe currently provides ADA paratransit service within $\frac{3}{4}$ of a mile of the fixed route service. Is this service included in the RFP?
- A25)** No, just the commuter bus service. No Fixed route or ADA paratransit services are included in this RFP.
- Q26)** The fuel for Conroe is unclear. Will the fuel be reimbursed? if there is an applicable surcharge for high / low rates.

A26) For the Contractor-owned vehicles, the Contractor shall use the fuel guidance provided for the Township service to begin the Conroe service. Once the Conroe-owned vehicles are procured and put into service, Conroe will provide guidance on CNG fueling to the Contractor.

“The Contractor shall be responsible for fueling the buses. The Contractor shall obtain bulk or wholesale diesel fuel to help stabilize the cost of the fuel. 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).”

Q27) Is there a plan for the City of Conroe to move to a cashless system for onboard fares?

A27) Not at the current time.

Q28) Who keeps the fares for City of Conroe?

A28) The Contractor will deduct the fares out of the invoice.

Q29) Will all contractor-owned buses be required to be equipped with a wheelchair lift, meeting current ADA requirements?

A29) Yes.

Q30) Re Exhibit H - Number 11 is asking for “any lawsuits pending.” Are you only interested in non-insurance and workers comp-related lawsuits?

A30) Yes.

Q31) Re Exhibit H – Number 12, will a 3-year timeframe be sufficient for any charges filed with the entities listed?

A31) Yes.

Q32) Will The Township provide the annunciator system for each vehicle or is the contractor required to procure this system and include the cost in their pricing proposal?

A32) The Contractor should provide annunciators for all vehicles used in the operation of the service and include this in their price proposal.

Q33) Is the six-camera interior and exterior video monitoring system required on each bus including contractor-provided vehicles? It is included on the list of Safety Equipment on page 29 but also says “if installed” which makes it sound like the cameras may be optional.

A33) The camera system is considered optional.

Q34) Unscheduled Maintenance – Township-Owned Vehicles (Page 32) - The RFP states that “The Contractor will not proceed with any unscheduled maintenance without prior written approval from the Township.” Could the Township consider putting guidelines in place so that minor repairs can be completed without prior written approval from the Township (maybe repairs costing \$500 or less).

A34) Any unscheduled maintenance up to \$1,000 may be completed by the Contractor without written approval.

Q35) Just to clarify, none of the maintenance costs should be included in the Hourly fee for operating the vehicles. Both scheduled and unscheduled maintenance costs will be billed separately in addition to the Hourly Operating Fee. Correct?

A35) Correct. Maintenance will be billed at the separate hourly rate as listed in the Price Proposal.

Q36) Where will the fueling take place for the City-provided CNG vehicles? Will this be on-site or require travel time to the fueling site? If off-site fueling is required will the time spent commuting to/from the fueling site be billed as maintenance hours?

A36) The City will provide an off-site fueling location, prior to receiving the CNG vehicles. Any time spent commuting to and from the fueling site will be billed as a maintenance hour.

Deviation Requests

Q37) Would the Township make an exception for assignment based on a sale of assets/mergers and only notification is required?

A37) Yes.

Q38) *Existing language:* Termination for Convenience (Professional or Transit Service Contracts)
The Agencies, 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 Agencies shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Proposed language: Termination for Convenience (Professional or Transit Service Contracts)
The Agencies and/or Contractor, by written notice, may terminate this contract, in whole or in part, when it is in either party's interest with ninety (90) days' notice. If this contract is terminated, the Agencies shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

A38) The Township and the City are willing to discuss changes to the termination contract clause at the point of contract negotiations.