

Henderson County – Apple Country Public Transit

# Request for Proposals: Automatic Passenger Counting Hardware/Software Technology

Submission Deadline: Friday, February 26, 2021 at 4:00 PM EST

**DEADLINE WAS EXTENDED VIA ATTACHED ADDENDUM. NEW DEADLINE IS WEDNESDAY, MARCH 3, 2021 AT 10:00 AM EST.**

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## GENERAL

Date of issue: February 17, 2021

Proposal due date: **February 26, 2021 4:00pm EST**

Contracting agency: Henderson County Planning Department  
Transit Division  
100 N. King St.  
Hendersonville, NC 28792

Funding: This project is financed through grants from the Federal Transit Administration, and any contract entered is subject to the provisions of applicable laws governing that grant. The successful proposer and all subcontractors shall be required to comply with all applicable federal, state, and local laws and regulations. Federally required contract clauses are included in the Terms and Conditions.

## NOTICE TO PROPOSERS

Proposals will be received by Henderson County for the provision of automatic passenger counting hardware/software technology. Such proposals shall be received by the Transit Division, 100 N. King St. Hendersonville, NC 28792, until 4:00 p.m. EST on February 26, 2021. **An original and an electronic copy must be submitted by proposers to be considered.** Electronic copies must be attached to a thumbdrive and mailed with the proposal. Any requests for exceptions or deviations to this RFP must be received by the Transit Division by February 22, 2021 at 4:00 p.m. EST. Such requests for exceptions or deviations shall be subject to approval by the Transit Division. Otherwise, it shall be construed that items offered are in strict compliance with the specifications detailed in this RFP, and the successful offeror shall be held responsible for meeting all aspects of the RFP. Henderson County reserves the following rights: to waive clarifications and exceptions in awarding a contract in the best interest of the County, to accept or reject any or all proposals, to waive any or all irregularities, and to award the contract to the responsive and responsible offeror whose proposal is determined by the County to be in its best interest.

## BACKGROUND

### *System and Operating Environment*

Henderson County provides fixed-route and paratransit services to the general public. The system is named Apple Country Public Transit (ACPT) and the management and operation is overseen by the County Transit Division within the Planning Department. The transit service provides three one-hour fixed routes with six, 25' Light Transit Vehicles. The fleet is described in a table on the following page. The system operates Monday through Friday 6:30 AM to 6:30 PM. Apple Country Public Transit is part of a large urbanized area, as defined by the Federal Transit Administration (FTA). The fixed-route system averages 75,000 riders per year.

Apple Country Public Transit Fixed-Route Vehicles					
Vehicle ID	Length	Year	Seating Cap.	Manufacturer	Fuel Type
T700	25'	2021	15/3	StarTrans	CNG
T701	25'	2021	15/3	StarTrans	CNG
T702	25'	2021	15/3	StarTrans	CNG
T703	25'	2021	15/3	StarTrans	CNG
T704	25'	2021	15/3	StarTrans	CNG
T705	25'	2021	15/3	StarTrans	CNG

*Project Goals*

ACPT has not had functioning APC equipment since 2014. The new LTVs received in January of 2021 were purchased without the equipment. This project will equip all six vehicles with a standalone APC solution integrated with cellular/GPS technology to provide accurate ridership reporting. The goals for ACPT in deploying a standalone APC solution through this project include the following:

- Generate “real time”, stop-level on/off ridership data for each route by day of the week for better informed transit planning activities.
- Closely monitor changes in ridership activity related to recommended service changes anticipated to be implemented in 2022.
- Relieve administrative workload associated with manually conducting passenger counts.
- Produce ridership data of sufficient accuracy to satisfy FTA reporting requirements to the National Transit Database (NTD).

**SCOPE OF WORK**

The Henderson County Transit Division seeks proposals from qualified vendors for design, installation, training, hosting, and ongoing technical support for a turnkey standalone automatic passenger counting (APC) system on each vehicle in the ACPT fixed-route fleet. The selected vendor shall supply software to process and report ridership data gathered through the ACP system. The proposal should include a three-year contract with two, one-year optional extensions (please see *Not to Exceed Limitation* clause on pages 8 and 9 within the Terms and Conditions).

*Specifications*

The ACP system and reporting software shall meet the following specifications:

1. General Requirements
  - a. Turnkey standalone APC system outfitted on entire six (6) vehicle fixed route fleet.
  - b. Proven acceptability of APC system data for purposes of reporting to FTA’s NTD and examples of work at least three (3) other transit agencies.
  - c. APC ridership data shall be accurate within +/- 5% in concurrence with manual passenger counts.
  - d. System shall startup and operate with no input from bus operator.

- e. Installation at front doors of each fixed route transit vehicle, with the ability to accurately count boarding and alighting.
- f. ACPT buses currently do not have internet connectivity or Wi-Fi on-board and if any such internet connectivity or Wi-Fi is needed, it must be provided by the proposer as part of this project and included in the cost proposal. **A real-time system that does not require Wi-Fi is preferred. Cellular plan is provided by County, but SIM card will be provided by vendor.**

2. Software Requirements

Henderson County prefers a web-based software application for the reporting tool package, including the following requirements:

- a. Next-day reporting.
- b. Ability to export APC data in various formats, including for use in Excel, GIS, and Google Earth.
- c. Reporting tools must be able to allow for sorting and identification of ridership activity by route, trip, time of day, location, and total system-wide ridership.
- d. Incorporate temporary routing detours, as needed, into reporting.

3. Technical Requirements

The selected vendor shall work in collaboration with Henderson County’s IT Department personnel to install network infrastructure:

- a. APC system shall draw bus power at less than 200 milli-amperes to avoid interference with normal vehicular operation.
- b. A warranty of one (1) year shall apply to all hardware and software from the date of initial complete installation; proposers shall include options for extending warranty for an additional three (3) years and five (5) years beyond the installation date as included on the pricing/cost proposal sheet. Such warranties shall cover all hardware/software, materials and supplies, labor and personnel costs, travel and per diem, any subcontractor costs, overhead and per diem, and any profit/fee.
- c. Automatic download of all data shall take place each night unless data is hosted on a cloud environment. System must provide “real time” data and should not require buses to be “docked” at end of day.

*Implementation*

The selected vendor shall provide project management services to fully implement the APC system. The vendor shall provide a work plan detailing timelines and project milestones for stages of implementation, including installation of APC system on fixed route vehicles, installation of any required data reporting software, training of staff, and calibrating APC system to ensure accuracy of reporting data.

The vendor shall provide a detailed plan for extensively testing and calibrating the APC system in concurrence with manual passenger counts over the course of the first year of implementation from the point of initial installation. Included in the plan shall be a methodology and process for certifying APC data for official reporting to FTA’s NTD. An option for continued NTD reporting support should be

included in proposal. Further plans for ongoing testing and calibration of the APC system should be outlined for the first three years of implementation.

The vendor shall assign a project management team who will work closely with staff during implementation, and on an ongoing basis for the life of the project. Any changes to the vendor’s project management team shall be communicated to the County with reasonable timeliness.

*Training*

The selected vendor shall thoroughly train staff to proficiency on use and troubleshooting of the APC system. Vendor shall train staff on utilizing APC reporting software; training on any future software feature updates shall be provided by vendor at no additional cost to the County. The vendor shall train ACPT staff on basic troubleshooting of the APC system to be able to report common technical issues encountered in the operation of the APC system.

*Maintenance and Support*

The selected vendor shall provide ongoing maintenance and technical support for the life of the APC system. The successful proposer shall provide ongoing professional customer support 24 hours a day, 7 days a week, as needed either in-person, via telephone, or via the web. Proposers shall include a maintenance plan that details a schedule for preventative maintenance.

*Project Schedule*

<b>DATE</b>	<b>PROJECT MILESTONE</b>
February 17, 2021	Issuance of Request for Proposals
February 22, 2021	Questions and Requests for Exceptions, Deviations, or Approved Equals due by 4:00pm EST
February 26, 2021	Proposals due by 4:00pm EST
March 1 -3, 2021	Evaluation of Proposals by staff & recommendation to Board of Commissioners
March 17, 2021	Contract award date – final approval from Henderson County Board of Commissioners (*target date. Meetings are held the first Monday and third Wednesday of every month)
March – June, 2021	Project implementation by selected vendor
July 1, 2021	Go live with hardware and software for ridership data collection purposes for fiscal year 2022.

*Instructions to Proposers*

Proposals shall contain information that is relevant and demonstrates the proposer’s capabilities to successfully undertake the project. Proposers are responsible for meeting all terms and conditions described in this Request for Proposals (RFP). Proposers should endeavor to limit proposals to fifty (50) pages or less. Proposers shall submit an original and an electronic copy of their complete proposal. For proposals to be accepted as responsive, the following items shall be included in all proposals:

*Executive Summary.* Proposals shall include a summary narrative statement describing the experience of the firm with implementing similar projects and how the proposing firm is capable of fulfilling the Scope of Work.

*Firm's Capabilities and Experience.* Proposals shall include a description of the organization or firm including its legal status, authority and/or licenses to operate. The description shall include the major business functions, history, and organizational structure including location of firm's headquarters and major offices, management organization with names and locations of managing director(s) for this project. Proposals shall include a description of experience and qualifications of the personnel assigned to participate in the project, including the project manager, detailing the positions and the number of employees in each position. The description shall include a list of no less than three (3) current or past clients for which similar services have been provided. Such client list shall be used by the County to conduct background research, and shall include the client organization name, address, contact person, telephone number, email address, proposer's responsibilities for the client, and years that service was provided.

*Products and Services.* Describe the products and services to be included in the implementation of the APC system. Include the vendor's estimated useful lifetime for the equipment as it applies to FTA requirements. Include descriptions of the type of sensors to be used and how they will best meet the requirements of the Scope of Work. Provide a description of features and services not contained in the Scope of Work, which may be added or upgraded in the future. A description of the level and type of assistance which will be needed by the contractor from County staff in order to complete the project within the schedule and budget.

*Installation and Training.* Proposers shall describe in detail how they will deliver comprehensive, professional services for the satisfactory installation and implementation of the APC system. Proposers shall submit a detailed work plan and schedule to design, launch, test, and calibrate APC system according to the Scope of Work. Proposers shall describe in detail the methodology and process for certifying the APC system in compliance with standards established by the FTA for reporting APC data to NTD. Proposers shall include a description of any workload to be shared with County staff for testing, calibrating, and certifying the APC system.

Proposers shall prepare and submit a training plan that details how training for the APC system shall be delivered to County staff to ensure proficiency in use of hardware, software, data editing, report generation, and any other important feature necessary to ensure proper functionality. Descriptions of training shall include the approximate number of hours required for staff in each relevant department—maintenance, operations, planning—to be competent in the relevant functions of the APC system. Descriptions shall include in what manner training will be delivered.

*Support Plan.* Each proposer shall demonstrate their capacity to deliver comprehensive, professional services for the life of this project following implementation. Include a description of response times to technical issues reported. Describe the process through which major technical updates or patches are applied through regular maintenance and provide a schedule for regular testing and preventative maintenance to ensure the APC system remains in reliable operation. Describe the technical support provided through basic licensing, and any premium services available. Proposers shall describe ongoing testing and calibrating procedures for the first three (3) years beyond initial implementation.

*Cost Proposal.* Proposers shall complete and submit the Pricing Sheet (Appendix A) included in this RFP that outlines the costs of the proposer's services to be performed and equipment provided and installed in accordance with the Scope of Work. One-time and non-recurring costs and fees shall be clearly itemized. Annual support costs shall also be clearly stated and itemized. Proposer must fully complete,

sign, and date the Pricing Sheet acknowledging that the project can be effectively completed within the budget indicated. Any deviations or exceptions made by a proposer to the Scope of Work included in this RFP and not approved by Henderson County in advance may render the proposer’s cost proposal as non-responsive. All proposal costs shall be made firm for no less than ninety (90) days from the date of the issuance of the RFP.

*Disadvantage Business Enterprise (DBE).* Any DBE qualifications shall be submitted including any use of DBE subcontractors. To be considered as a qualified DBE firm, firms or individuals must have been certified as such by the North Carolina Department of Transportation (NCDOT). Note: there is no mandatory DBE qualification as part of this project.

*NC E-Verify Requirements.* To ensure compliance with the E-Verify requirements per General Statutes of North Carolina, all vendors, including any subcontractors employed by the vendor with 25 or more employees as defined, must comply with E-Verify requirements to contract with governmental units for formal proposals. Vendors attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements by executing and submitting the E-verify Affidavit included in this Invitation for Proposals as Attachment E. E-Verify is a Federal program and can be accessed via this link: <http://www.uscis.gov/e-verify/employers>.

*Affidavits and Certifications.* Proposers shall include as part of their proposals properly executed affidavits and certifications as included in Appendix B of this RFP. Such affidavits and certifications must include Debarment and Suspension Certification and the Terms and Conditions.

**EVALUATION AND SELECTION OF PROPOSALS**

Preferred firm selection will be based on the following criteria:

<b>Criteria</b>	<b>Total Points Available</b>
Qualifications and experience of firm (including references)	25
Technical specifications, system requirements, and product capabilities	25
Cost of proposal including one-time and any recurring costs	25
Proposed training plan	15
Project implementation schedule	10

Cost will be calculated with a formula, from Appendix C: Pricing Sheet and Cost Proposal , using a ratio method, in which the lowest cost receives the maximum points allowed and other proposals receive a percentage of the points available based on their cost relationship to the lowest. This is determined by applying the following formula:

$$\frac{\text{Lowest Cost}}{\text{Cost Evaluated}} \times \text{Maximum Points Available} = \text{Awarded Points}$$

During the review process, staff may request additional clarifying information from any firm that submits a proposal. Staff will evaluate the responses, may interview the top-rated firms, and will make a recommendation to the Board of Commissioners as to the selection of the firm determined to be the



most qualified for the project. The Board of Commissioners retain the right to review the proposals separately from staff and make an award based upon their own analysis.

## **TERMS AND CONDITIONS**

### *Rights of Rejection*

Henderson County reserves the right to accept or reject any or all proposals and proposals and further specifically reserves the right to make the award or awards in the best interest of Henderson County.

### *Contract/Award*

Pursuant to the laws governing public contracts in North Carolina, the successful vendor's/vendor's response to this Request for Proposals and any addenda thereto, plus the issuance of a Henderson County Purchase Order for the proposed goods and/or services shall constitute a binding contract. A purchase order will not be granted without the approval of the Henderson County Board of Commissioners.

### *Addendum*

Any change in the conditions or terms of this RFP will be accomplished by an addendum in writing sent to all prospective proposers. All such addenda shall become a part of the contract.

### *Deviations, Approved Equals, and Exceptions*

Requests for deviations, approved equals or exceptions to the Request for Proposals and Technical Specifications must be received by the Transit Division, via email, not later than February 22, 2020, 4:00 p.m. local time. Such requests for deviations, approved equals and exceptions shall be emailed to the Janna Peterson, Planner III at [jpeterson@hendersoncountync.gov](mailto:jpeterson@hendersoncountync.gov). Any such request must be fully supported with technical data, test results, or other pertinent information as evidence to support that such exception is equal or superior to the specification requirement. Henderson County shall notify in writing those firms submitting such requests of their specific acceptance or rejection, item by item, at least 4 days prior to the proposal deadline. Any revisions or additions to the RFP document will be made only by addendum with a copy of such addendum mailed, emailed or delivered to each firm receiving the RFP. If formal requests for deviations, approved equals, or exceptions are not received in writing by February 22, 2020, 4:00 p.m., local time, submitted proposals will be interpreted to comply with, and meet exactly, each and every described specification.

### *Protest Procedures*

Protests may be made by prospective proposers or proposers whose direct economic interests would be affected by the award of a contract or by failure to award a contract. Henderson County will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to the Henderson County Transit Division at [jpeterson@hendersoncountync.gov](mailto:jpeterson@hendersoncountync.gov). Protest submissions shall be concise, logically arranged, and clearly state the grounds for the protest. Protests alleging restrictive specifications, scope of work, or improprieties which are apparent prior to proposal opening must be submitted in writing to Henderson County and must be received seven (7) days prior to proposal opening or closing date for receipt of

proposals. Protests against the making of an award must be submitted in writing to Henderson County seven (7) days following the proposal award which is expected on March 17, 2021.

*Indemnification*

The vendor/vendor covenants to save, defend, keep harmless, and indemnify Henderson County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost - including court costs and attorney's fees, charges, liability, and exposure, however, caused - resulting from, arising out of, or in any way connected with the vendor's/vendor's negligent performance or nonperformance of the terms of the contract.

*Assignment*

During the performance of the contract, the vendor/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of Henderson County.

*Nonconforming Terms and Conditions*

A response that includes terms and conditions that do not conform to the terms and conditions in this document is subject to rejection as non-responsive. Henderson County reserves the right to permit the vendor/vendor to withdraw nonconforming terms and conditions from its response prior to a determination by Henderson County of non-responsiveness.

*Vendor Submittals*

Vendor must furnish all information requested herein including descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements will be subject to rejection. All documents submitted should bear the name of the vendor.

*Preparation of Forms*

All proposals must be submitted on forms provided. Figures should be written in ink or typewritten. Any changes on the original proposal should be made in ink and initialed by the person signing the proposal. NOTE: If there are discrepancies between unit price quoted and extensions, the unit price will prevail.

*Expenses Incurred in Preparing Proposal*

Henderson County accepts no responsibility for any expense incurred by the vendor in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the vendor.

*Tax Exemptions*

Henderson County is not tax exempt from State and Local Sales Tax. Sales tax should not be included in proposal prices but may be added as separate items to the invoices.

*Submittals*

Vendors to submit one (1) original proposal and one (1) electronic copy. Packages should be mailed to the Henderson County Planning Department, 100 N. King St., Hendersonville, NC 28792.

*Vendor Information*

Vendor shall provide a W-9 form at the request of the County.

*Delivery*

Delivery shall be made F.O.B. Destination (Freight Prepaid and Allowed): At WCCA 526 7<sup>th</sup> Ave. W. Hendersonville, NC 28791 OR an agreed upon location.

*Not to Exceed Limitations*

The total estimated funds needed for the performance of this contract are not yet obligated. The total obligation of funds available at this time for performance of work or deliveries is equivalent to the awarded contract's total hardware costs and cost for three years of support. Henderson County shall not order, nor shall the contractor be authorized or required to accept orders for or perform work on such orders (or perform any other work on this contract) or make deliveries that exceed the stated funding limit.

When funding is available, Henderson County may unilaterally increase the amount obligated through contract funding modification(s) until the full contract value has been obligated. If a contract funding modification is not in place by the time the performance of the work or deliveries have reached the stated funding limit, the contractor must stop performing services and deliveries and may not start again until the contractor is notified through a contract funding modification that funds are available to continue services and deliveries.

*Uniform Guidance and Federal Transit Administration Required Clauses in Third Party Contracts*

The County intends to use federal funds in the procurement of Automatic Passenger Counting equipment and software. All FTA Assisted Third Party Contracts and Subcontracts (less than \$150,000) must include the following clauses on the next page:

## UNIFORM GUIDANCE PROVISIONS:

- I. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

When federal funds are expended by Henderson County, Henderson County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

- II. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

When federal funds are expended by Henderson County, Henderson County reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Henderson County also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Henderson County believes, in its sole discretion that it is in the best interest of Henderson County to do so. The vendor will be compensated for work performed and accepted and goods accepted by Henderson County as of the termination date if the contract is terminated for convenience of Henderson County. Any award under this procurement process is not exclusive and Henderson County reserves the right to purchase goods and services from other vendors when it is in the best interest of Henderson County.

- a. **FEDERAL FUNDS:** The source of funds for this contract is federal funds (US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management), therefore the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable). To the extent these provisions apply and conflict with provisions of North Carolina law, these provisions shall control. It shall be the responsibility of the contractor to determine whether these provisions apply.
- b. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- c. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- d. Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Henderson County, the vendor certifies that during the term of an award for all contracts by Henderson County resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that: No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf 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 (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

- e. Record Retention Requirements for Contracts Paid with Federal Funds 2 CFR § 200.333**  
When federal funds are expended by Henderson County for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES IN THIRD PARTY CONTRACTS:**

- A. *No Federal Government Commitment of Liability to Third Parties.* Except as the Federal Government expressly consents in writing, the County agrees that:
- a. The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to and Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the County) to the Underlying Agreement; and
  - b. Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment of liability to any Third Party Participant or other person that is not a party (FTA or the County) to the Underlying Agreement.
- B. *False of Fraudulent Statements of Claims.*
- a. *Civil Fraud.* The County acknowledges and agrees that:
    - i. Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including 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.
    - ii. By executing the Underlying Agreement, the County certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the County provides to the Federal Government.
    - iii. The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the County presents, submits, or makes available any false, fictitious, or fraudulent information.
  - b. *Criminal Fraud.* The County acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the County provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.
- C. *Access to Third Party Contract Records.* The County agrees to require its Third Party Contractors at each tier to provide:
- a. The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all third party contract records (at any tier) as required under 49 U.S.C. § 5325(g); and
  - b. Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of Underlying Agreement as determined by FTA.
- D. *Notice to Third Party Participants.* The County agrees to include notice in each Third Party Agreement that:
- a. Federal requirements that apply to the County or the Award, the accompanying Underlying Agreements, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the County’s Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and
  - b. Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto any tier.
- E. *Civil Rights Requirements.* The County agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing.
- a. *Nondiscrimination in Federal Public Transportation Programs.* The County agrees to, and assures that it and each Third Party Participant will:
    - i. Prohibit discrimination based on race, color, religion, national origin, sex (including gender identity), disability, or age.

- ii. Prohibit the:
  1. Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;
  2. Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or
  3. Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
- iii. Follow:
  1. The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance; but
  2. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.
- b. *Nondiscrimination – Title VI of the Civil Rights Act.* The County agrees to, and assures that each Third Party Participant will:
  - i. Prohibit discrimination based on race, color, or national origin,
  - ii. Comply with:
    1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.;
    2. U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21; and
    3. Federal transit law, specifically 49 U.S.C. § 5332; and
  - iii. Follow:
    1. The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance;
    2. U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3; and
    3. All other applicable federal guidance that may be issued.
- c. *Equal Employment Opportunity.*
  - i. Federal Requirements and Guidance. The County agrees to, and assures that each Third Party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
    1. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.;
    2. Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;
    3. Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement;
    4. FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;” and
    5. Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
  - ii. *Specifics.* The County agrees to, and assures that each Third Party Participant will:
    1. *Affirmative Action.* If required to do so by U.S. DOT regulations (49 C.F.R. part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), take affirmative action that includes, but is not limited to:

- a. Recruitment advertising, recruitment, and employment;
    - b. Rates of pay and other forms of compensation;
    - c. Selection for training, including apprenticeship, and upgrading; and
    - d. Transfers, demotions, layoffs, and terminations; but
  - 2. *Indian Tribe*. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer;” and
- iii. *Equal Employment Opportunity Requirements for Construction Activities*. Comply, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with:
  - 1. U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60; and
  - 2. Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
- d. *Disadvantaged Business Enterprise*. To the extent authorized by applicable federal laws, regulations, or requirements, the County agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Underlying Agreement as follows:
  - i. *Statutory and Regulatory Requirements*. The County agrees to comply with:
    - 1. Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note;
    - 2. U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26; and
    - 3. Federal transit law, specifically 49 U.S.C. § 5332
  - ii. *Assurance*. As required by 49 C.F.R. § 26.13(a):
    - 1. *Recipient Assurance*. The County agrees and assures that:
      - a. It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S.
      - b. It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;
      - c. Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement; and
      - d. Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
    - 2. *Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance*. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
      - a. The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26;
      - b. The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;



- c. Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable; and
    - d. The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.
  - iii. *Remedies.* Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.
- F. *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 FTA Circular 4220.1F 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 Third Party Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the County to be in violation of the FTA terms and conditions.

**ATTACHMENT A**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY and VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION

*(To be submitted with all bids exceeding \$25,000.)*

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement extends to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires

**ATTACHMENT B**

TERMS & CONDITIONS

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above in the Terms and Conditions.**

Vendor's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX C: PRICING SHEET AND COST PROPOSAL

The following table is required to be filled out by vendors as part of the proposer's cost proposal to Henderson County for provision of full and complete system technology for Automatic Passenger Counters on 6 ACPT fixed route buses. The Pricing Sheet is divided into four sub-categories to clarify prices for equipment and services. For each item, service, equipment, etc. please indicate whether it is a recurring cost, and if so with what frequency the price is to be charged (e.g. monthly, annually).

Service Type	Recurring? (Y/N) If yes, provide frequency	Price \$
Hardware & Equipment/Materials & Supplies		
Software & Licensing		
Training		
Personnel & Labor Including Any Subcontractors		

Annual Maintenance & Support	Year 1	Year 2	Year 3	Year 4	Year 5
Maintenance and support for all hardware, software, license fees, and any other costs.					

Total Cost with Three Year Contract	
Total Cost with Five Year Contract	

Extended Warranty Options	Cost
Three (3) Year Extended Warranty (beyond initial 1-year warranty period)	
Five (5) Year Extended Warranty (beyond initial 1-year warranty period)	

This pricing sheet represents the proposer's cost proposal to Henderson County for this project and includes all materials, supplies, hardware and software, training, support and maintenance, labor and benefits, profit and fees, subcontractor costs, overhead and administration, travel and per diem, and any other items necessary for the successful implementation of this project.

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

## Addendum to RFP for Automatic Passenger Counting Technology

Valid as of Tuesday, February 23, 2021

Questions submitted by multiple vendors and received prior to the question deadline. Questions were copied from their original format.

**NOTE: Deadline Extended to Wednesday, March 3, 2021 at 10:00 AM EST.**

1. What APC hardware and software was used prior to 2014?
  - a. A 2G laser counter via Urban Transportation Associates. Data was compiled nightly via a server.
2. Will any part of this system be re-commissioned?
  - a. No, the APC equipment was disposed of with the old fleet.
3. Are there any cellular or GPS dead-zones where a signal is weak or no-existent, i.e. in a mountain range?
  - a. No, the fixed-route area is completely within cell coverage areas.
4. Number of doors to be installed with APC's on each vehicle
  - a. There is only one door on each bus and that will have the hardware. There is a back door that has a wheel-chair ramp, but no APC hardware is required for that door.
5. Door widths and heights
  - a. 36" width and 82" height
6. Pictures of the door openings (front and top views)



- a.
7. Since the cellular plan contract will be provided and administered by County, the vendor will not have authorization or permissions to procure a SIM card under the County's contract. Please amend the RFP and delete this requirement.
  - a. Our request is for vendor to provide SIM cards, which is possible. Proposals that do not include SIM cards are considered accepted deviations and will still be considered.
8. For the backend software, is it ACPT's preference to have the software hosted or installed on premises?
  - a. Hosted via a cloud-based database.
9. Confirm that the vendor only needs to provide a methodology plan. ACPT will be responsible for getting the APC data certified.
  - a. Support for NTD certification shall be included in the proposal. Henderson County will report to FTA's NTD but requires assistance for the process.
10. What is the installation availability schedule for the 6 buses? How many buses would be available for installation at the same time?

- a. Vendor shall have from March 18 – June 30 to install all equipment. A maximum of three buses will be available per day of equipment install, so two days of install shall be required.
11. Confirm the 50 pages exclude all Annexes (datasheets, etc.), Appendices and Forms
  - a. Yes.
12. Due to the COVID situation, would ACPT accept proposals sent via only by e-mail and not mailed?
  - a. No.
13. Also, due to the COVID situation, gathering information from different sources are more time consuming and would respectfully an extension of 1 week to the proposal deadline submission in order to provide ACPT with a proper solution that meets all requirements
  - a. Deadline was extended. See above.
14. Please provide how many doors are on each of the six (6) vehicles in the proposal. The scope of work states installation at front doors. Please confirm only the one door will have APC installed.
  - a. One door per vehicle. See answer to question 4.
15. Do you want the APC solution to track wheelchair deployment? If yes, do you have a sensor on the wheelchair area?
  - a. No.
16. Do you want the APC solution to track bike rack deployment? If yes, do you have sensors on the bike racks?
  - a. Not at this time.
17. Are you currently using a CAD/AVL solution? If yes, which vendor is supplying the solution.
  - a. No. We intend for the APC system to provide such data.
18. Do you want to be able to view the vehicles and the load capacity inside the APC solution?
  - a. Load capacity is not necessary at this time. We would like to be able to see the location of a vehicle is at any given time.
19. Do you need the load capacity sent to your CAD/AVL solution to display real time capacity for the public?
  - a. No. This system is intended for internal use only.
20. With the recent weather conditions and delays with FedEx and UPS, will you consider electronic delivery of proposals over the printed proposals?
  - a. No.
21. Do you want the driver to have any interaction with the APC solution on the vehicle, or will the APC solution receive the route assignment information for another solution or from GTFS?
  - a. Driver should not have any involvement with the system. It should work as a pre-set of data and a method to input which route that particular vehicle drove for the day. This technology can be flexible.
22. Will dispatch assign the vehicles to the routes?
  - a. Yes, this will occur independent of the hardware/software.
23. Whether companies from Outside USA can apply for this? (like, from India or Canada)
  - a. Yes. There is no Buy America requirement, but all vendors must comply with the terms and conditions including the Iran Divestment Act.
24. Whether we need to come over there for meetings?
  - a. No, any required meeting will be held virtually.
25. Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)
  - a. Yes, see answer to question 23.
26. Can we submit the proposals via email?
  - a. No.

27. Due to the short time-frame between the release of clarifications/addendums and the proposal due date (particularly with a requirement to print and ship which reduces the number of days to respond), would the agency be willing to extend the submission deadline to allow for vendors to digest the addendums and modify our proposal as needed?
  - a. Deadline was extended. See above.
28. Could the submission method be amended to allow for an electronic submission method (such as email or dropbox) instead of print/mail of hard copies and USB/Thumb drive? This would make it easier to submit due to Covid-19 remote working practices and extend the due date by not having to print/ship at an earlier date.
  - a. No. This is a specific requirement for technology purchases in North Carolina.
29. Can vendors also submit as supplemental information our own cost breakdown sheet?
  - a. Yes.
30. Does Henderson County currently have a GPS/AVL system in place?
  - a. No. See question 17.
31. The RFP states that vendors will provide a sim card for any necessary data services, and that the county will provide the data. Is Henderson County open to the vendor providing both sim cards and data? Or, if Henderson County provides data, can they also provide the sim card?
  - a. Yes, this has been accepted form of an approved deviation.
32. Is there a preferred cellular network in the area?
  - a. Verizon Wireless or US Cellular
33. Is Henderson County interested in seeing information on additional features beyond APCs that can be included in the pricing at no additional charge?
  - a. Sure.
34. Is there a designated budget for this project that can be shared?
  - a. We expect this system with a five-year contract to not cost greater than \$70,000.

Note: all clauses and statements within the Terms and Conditions are non-negotiable. The terms are based on federal and state statutes. Any vendor who tries to alter these terms and conditions will have their proposal disqualified. Additional terms and conditions agreed upon by both parties may be included in the final contract.