



Henderson County – Apple Country Public Transit

Request for Proposals: Automatic Passenger Counting Software and Automatic Vehicle Location Technology for Fixed-Route Fleet

Submission Deadline: Tuesday, January 21, 2025, at 4:00 PM EST

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GENERAL

Date of issue: January 3, 2025

Proposal due date: **January 21, 2025 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 and be current on all applicable certifications. Federally required contract clauses are included in the Terms and Conditions.

NOTICE TO PROPOSERS

Henderson County is seeking product and pricing proposals for the provision of automatic passenger counting (APC) analytics software technology, computer-aided dispatch/automatic vehicle location (CAD/AVL) system for tracking the buses in real-time, an app for transit users, and National Transit Database (NTD) certification support. Proposals for our fleet of six (6) fixed-route buses and two (2) paratransit vans shall be mailed to 100 N King St, Hendersonville, NC 28792 and/or submitted via email **with a read receipt** and clear subject line to lstevens@hendersoncountync.gov by **4:00 p.m. EST on January 21, 2025**. Emailed proposals shall not be opened until 4:00 p.m. EST on January 21, 2025, and must have a read receipt. Requests for exceptions or deviations to this RFP 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 fixed routes, two operating every hour and one operating every 90 minutes. The system uses six (6), 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 approximately 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
<i>Paratransit Vans are Optional Addition for CAD/AVL Proposal:</i>					
T706	NA	2024	9/2	Ford	Gasoline
6	NA	2016	9/2	Ford	Gasoline

Project Goals

The six (6) light transit vehicles (LTVs) that comprise the ACPT fleet are equipped with existing HELLA APC sensors and Pepwave BR-1 MAX Transit Mini Model routers installed in 2021. The Pepwave routers use LTE bands. The ideal resulting contract(s) from this RFP will connect the existing APC hardware to a cloud-based software system capable of cleaning and analyzing data to ensure accurate ridership results certifiable for National Transit Database (NTD) reporting, provide Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System for real-time tracking of the buses, and support an app interface for transit users to view bus locations, plan their trips, and purchase bus fares.

The goals for ACPT in connecting APC to software through this project are as follows:

- Generate “real-time”, stop-level on/off ridership data for each route by day of the week for better-informed transit planning activities. Data should be accessible over time.
- Cleanse ridership data to ensure accuracy (i.e. remove drivers onboarding and offboarding data, etc).
- Present stop-level analysis of routes and ridership to facilitate decision-making and improve efficiency.
- Relieve administrative workload associated with manually conducting passenger counts.
- Software system should be capable of generating reports at a stop-level, and with the ability to download data compatible with Excel and Esri products.
- Host an app with capability for riders to track routes in real time and plan trips. The app shall have capability for future fare purchase options and paratransit pick-up scheduling, if required by the County.
- Produce ridership data of sufficient accuracy to satisfy FTA reporting requirements to the National Transit Database (NTD). Provide support with the NTD certification process as required.

SCOPE OF WORK

The Henderson County Transit Division seeks proposals from qualified vendors to supply software to process and report ridership data gathered through the ACP system or propose a new turnkey hardware/software system to replace the existing HELLA hardware on the entire fleet of six (6) buses. Hosting, ongoing technical support, installation (if applicable), and training should be included in the proposal. The proposal should include a three-year contract with two, one-year optional extensions (please see *Not to Exceed Limitation* clause on page 11 within the Terms and Conditions).

Specifications

Proposals shall include one of the following scenarios for consideration:

Scenario 1: Software-Only Proposal

Analytics software that can pair with existing HELLA sensors (required) and/or existing Pepwave BR-1 MAX Transit Mini Model routers (optional).

- Cloud-based software platform that can pair with existing HELLA sensors to view CAD/AVL and APC data, subscription plan, and any required licensing.
 - *If the vendor will pair with BOTH the existing HELLA sensors and Pepwave routers, the proposal must prove that it can successfully provide accurate data and real-time location of the buses, and must prove that the County's existing hardware units are functioning properly.
 - *If the vendor plans to replace the existing Pepwave routers, then either a cellular or wifi system should be quoted in the proposal.
- Real-time tracking of the six (6) fixed-route buses and two (2) paratransit vans.
- Ability to export APC data in various formats, including for use in Excel, ESRI ArcGIS, etc.
- Provide support with the NTD certification process as required.
 - APC ridership data shall be accurate within +/- 5% in concurrence with manual passenger counts, as required for NTD certification.
 - Proven acceptability of APC system data for purposes of reporting to FTA's NTD,
 - Recommendations from at least three (3) other transit agencies that have been successfully NTD certified.
 - Option for continued NTD reporting support
- Provide staff training on software and ongoing support and project management.
- Next-day reporting capability.
- 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.
- Incorporate temporary routing detours, as needed, into reporting.
- Data cleansing to improve the accuracy of ridership data (discarding driver onboarding/offboarding counts, discarding layovers, etc.).
- A cloud-based operating system is required, and all necessary staff and consultants must be able to access the data dashboard without licenses.
- System shall start and operate automatically during service with no input from drivers.
- *Technical Requirements.* The selected vendor shall work in collaboration with Henderson County's IT Department personnel to install network infrastructure:

- If applicable for turnkey system, the proposed APC system shall draw bus power at less than 200 milli-amps to avoid interference with normal vehicular operation.
- 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.
- Automatic download of all data shall take place each night unless data is hosted on a cloud environment. The system must provide “real-time” data and should not require buses to be “docked” at the end of the day.

Scenario 2: Software and Rider Mobile App Proposal

Everything included in Scenario 1 is required, AND an app that allows riders to track real-time bus locations.

- Hosting an app for bus riders that allows:
 - Trip planning, such as bus timetables,
 - Real-time bus locations.
- Option to expand app functionality in the future to include:
 - Fare purchase, if required by the County.
 - Scheduling paratransit pickups. Respondent may provide the option in their technology for riders to request paratransit pickups but proposal must be compatible with existing scheduling software CTS TripMaster.

Scenario 3: Turnkey System Proposal

Everything required in Scenarios 1 and 2 **AND** a turnkey hardware and cloud-based software for APC system and CAD/AVL system.

If your product is not compatible with our HELLA sensors, you can submit a proposal for Scenario 3, which must include the following in addition to all components listed under Scenarios 1 and 2 for software and the mobile app:

- Turnkey standalone APC system outfitted on entire six (6) vehicle fixed-route fleet to replace existing hardware. Hardware may be cameras or sensors and may be wifi or cellular enabled.
- CAD/AVL hardware for six (6) buses and two (2) paratransit vans.
- ACPT buses currently have cellular 4G Pepwave BR-1 MAX Transit Mini Model routers installed onboard for the existing HELLA sensors. Any proposed new hardware may either be Wi-Fi or cellular-enabled. **The cost of the connectivity plan (cellular and/or internet) must be included in the price proposal.**
- Providers shall be responsible for **re-installing any new hardware** or hardware proposed to replace existing equipment.

- Installation of all APC hardware for all six (6) fixed-route vehicles with the ability to accurately count boarding and alighting.
- Installation of all CAD/AVL hardware for six (6) buses and two (2) paratransit vans.
- Any hardware warranties must be included in price proposal.

Implementation

The selected vendor shall provide project management services to fully implement the APC and/or software 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 (if applicable), installation of any required data reporting software, training of staff, and calibrating APC system to ensure accuracy of reporting data.

If a new turnkey APC hardware and software system is proposed, 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. If the vendor is proposing software to pair with the existing hardware systems, testing the accuracy of the HELLA sensors and Pepwave BR-1 MAX Transit Mini Model routers is required. If responders propose to pair software with existing sensors but replace the routers, testing for compatibility and accuracy must be included in the proposal. Further plans for ongoing testing and calibration of the APC system should be outlined for the first three years of implementation.

The plan shall include 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.

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 contract. 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

DATE	PROJECT MILESTONE
January 3, 2025	Issuance of Request for Proposals
January 8, 2025	Questions and Requests for Exceptions, or Deviations due by 4:00pm EST
January 21, 2025	Proposals due by 4:00pm EST
February 3-5, 2025	Evaluation of Proposals by staff & recommendation to Board of Commissioners
February 21, 2025	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, 2025	Project implementation by selected vendor
July 1, 2025	Go live with hardware and software for ridership data collection purposes for fiscal year 2026.

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/or an electronic copy of their complete proposal. For an emailed proposal to be accepted, **it must include a read receipt**. Emailed proposals shall not be opened until January 21, 2025, at 4:00 PM EST. 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 and where NTD certification was successful. 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 E) 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.

References. All submissions must include three (3) references for clients who have achieved NTD certification.

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 RFP as Attachment B Terms and conditions. E-Verify is a Federal program and can be accessed via this link: <https://www.e-verify.gov/employers>.

Affidavits and Certifications. Proposers shall include as part of their proposals properly executed affidavits and certifications as included in Attachment 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:

Criteria	Total Points Available
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 E: 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.

Depending upon proposal cost, a purchase order may 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.

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 jbianculli@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 February 21, 2025.

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/or one (1) electronic copy. Packages should be mailed to Lee Stevens, Planner III at the Henderson County Planning Department, 100 N. King St., Hendersonville, NC 28792 or emailed to lstevens@hendersoncountync.gov.

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 WNCSource 526 7th 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 software subscription, training, and licensing costs and cost for three years of support. If new hardware is proposed, funds covering the cost of acquiring and installing all hardware will also be available. 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 the \$250,000 Small Purchase threshold) must include the following clauses on the next pages:

Federal Transit Administration Contract Clauses

1. 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.

2. 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 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.

3. **FEDERAL FUNDS:** The source of funds for this contract is Federal Transit Administration Section 5307; 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.

- a. **No Government Obligation to Third Parties**

The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the County, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified except to identify the subcontractor who will be subject to its provisions.

b. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

c. Access to Records and Reports

- i. **Record Retention.** The Contractor will retain and will require its subcontractors of all tiers to retain, complete, and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- ii. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- iii. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
- iv. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

d. Changes to Federal Requirements

Federal requirements that apply to the County or the Award, the accompanying Underlying Agreement, 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
Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

e. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- iv. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the

Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the provisions of paragraphs (i.) through (viii.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

f. Disadvantaged Business Enterprise (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the County makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the County's written consent; and that, unless the County's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

g. Incorporation Of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as

amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause a violation of the FTA terms and conditions.

- h. 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 are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- i. Buy America**

(Only for Contracts above \$150,000)

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. This clause is applicable to any contract in excess of \$150,000.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (Attachment D) with all bids on FTA-funded contracts, except those subject to a general waiver. The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

- j. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**— Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- i.** 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;

- ii. 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
- iii. 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.

k. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

I. Notice to FTA and US DOT Inspector General of Information Related to Fraud, Waste,

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- i. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- ii. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- iii. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

m. Prompt Payment to Subcontractors

The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than thirty (30) business days after the Contractor has received payment from the County. In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than forty-five (45) business days after the

Subcontractor has, in the opinion of the VP Construction, satisfactorily completed its portion of the Work. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the General Manager, Purchasing.

The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes. The County will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the County of lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements.

n. Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

o. Safe Operation of Motor Vehicles

i. Seat Belt Use

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

ii. Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle

p. ADA Access

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

q. Prohibited Telecommunications/Surveillance Services/Equipment

The County is prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any

system, or as critical technology as part of any system. Contractor shall not provide covered telecommunications equipment or services in the performance of the Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- ii. video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes;
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; and
- iv. telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

Federal Transit Administration Contract Clauses

The vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that the 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: _____

Printed Name and Title of Authorized Representative:

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

ATTACHMENT C

APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying,"](#) in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official

Name and Title of Consultant's Authorized Official

Date

ATTACHMENT D

CERTIFICATION REGARDING BUY AMERICA

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below. Select and complete only ONE Buy America certification:

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

ATTACHMENT E: 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 APC and CAD/AVL system software and/or a mobile app, and/or provisions of an entire turnkey system of hardware and software for all six (6) fixed-route buses and two (2) paratransit vans. The Pricing Sheet is divided into the three proposal scenarios 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).

****Scenario 1 is the mandatory baseline for proposals. Anything proposed in Scenarios 2 or 3 should be considered as in addition to Scenario 1. See Scope of Work (p. 4) for details.****

Scenario 1: Software Only (Baseline, must be included in all proposals)

Service Type	Recurring (Y/N) If yes, provide frequency	Unit Price	Total Price
Cloud-Based Software & Licensing			
Training			
Personnel & Labor (Including Project Management, Travel, & Support. Include Any Subcontractors)			
NTD Certification/Validation of Existing Equipment			

Scenario 2: Mobile App

Service Type	Recurring (Y/N) If yes, provide frequency	Unit Price	Total Price
Mobile App for Transit Riders			

Scenario 3: Turnkey System

Service Type	Recurring (Y/N) If yes, provide frequency	Unit Price	Total Price
Hardware for APCs			
Hardware for CAD/AVL			
Installation & Labor (Include 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