

Four County Transit Private Repeater/System Equipment Bid Request

AASC/Four County Transit is accepting bids for private repeater communication system equipment for our vehicle fleet to be installed on Big A Mountain. The system should cover communications in our total service area, consisting of the Counties of Buchanan, Dickenson, Russell and Tazewell. Price should include all costs, charges and installation as applicable. **Bids must be received by 2 p.m. on Friday, April 07, 2017.** They should be addressed to:

AASC
ATTN: Brian Beck – FCT Bid
P.O. Box 765
Cedar Bluff, VA 24609

Inquiries about this bid should be sent via email to bbeck@aasc.org. Technical questions should be directed to rneece@aasc.org.

The bids should include the following:

Repeater

Motorola SLR5700 UHF (403-470MHZ) 1 – 50 W or compatible

Antenna

Mountain Top Antenna for Big A Mountain

* Exact model and specs to be determined based upon frequencies and ERP granted by the FCC

* Preferred manufacturers – Sinclair, Comm Scope and Telewave or compatible

Antenna at Office

Directional Antenna to Big A Mountain located at the Four County Transit Dispatch Office

- To link the base radio in the office to the repeater on Big A Mountain
- Exact model and specs to be determined based upon the frequencies and ERP granted by the FCC
- Preferred manufacturers – Sinclair, Comm Scope and Telewave or compatible

Duplexer for Repeater at Big A Mountain

- Exact model and specs to be determined based upon frequencies granted by the FCC
- Preferred manufacturers – Sinclair, EMR Corporation and Telewave or compatible

Creation of New Code Plug and Reprogramming of existing 65+ Motorola Radios

Installation Needs and Supplies

All supplies needed for complete installation of system, including cables, wiring, connectors, etc.

All installation labor charges.

Licensing, coordination and FCC charges for repeater frequencies.

All bids should include an inclusive cost proposal to ensure complete installation and functionality of the above listed equipment into the existing AASC/FCT communication network, including but not limited to materials, labor, and travel as necessary to complete the project.

Vendor Responsibility:

- Registration, licensing and activation of all FCC frequencies and agreements.
- Vendor should be Motorola Authorized to sell and service Motorola equipment and radios.
- Basic administrative training for FCT staff.

The cost of a monthly maintenance and service plan after the installation should be quoted separately but included in the submission.

No Obligation by the Federal Government.

(1) The Purchaser and Vendor 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 Purchaser, Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Program Fraud and False or Fraudulent Statements or Related Acts

(1) The Vendor 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 Vendor 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 Vendor 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 Vendor to the extent the Federal Government deems appropriate.

(2) The Vendor 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. § 5307, the Government reserves the right

to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Vendor, to the extent the Federal Government deems appropriate.

Access to Records - The following access to records requirements apply to this Contract:

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1. The Vendor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Vendor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Vendor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Federal Changes

The Vendor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Vendor's failure to so comply shall constitute a material breach of this contract.

Civil Rights

The following requirements apply to the underlying contract:

1. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The

Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Vendor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

Incorporation of Federal Transit Administration (FTA) Terms

The contract 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 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 Vendor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Energy Conservation

The Vendor 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.

Termination

1. **Termination for Convenience** - The Purchaser may terminate this contract, in whole or in part, at any time by written notice to the Vendor when it is in the Government's best interest. The Vendor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Vendor shall promptly submit its termination claim to the Purchaser to be paid the Vendor. If the Vendor has any property in its possession belonging to the Purchaser, the Vendor will account for the same, and dispose of it in the manner the Purchaser directs.
2. **Termination for Default [Breach or Cause]** - If the Vendor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Vendor fails

to perform in the manner called for in the contract, or if the Vendor fails to comply with any other provisions of the contract, the Purchaser may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Vendor setting forth the manner in which the Vendor is in default. The Vendor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Purchaser that the Vendor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Vendor, the Purchase, after setting up a new delivery of performance schedule, may allow the Vendor to continue work, or treat the termination as a termination for convenience.

- 3. Opportunity to Cure** - The Purchaser in its sole discretion may, in the case of a termination for breach or default, allow the Vendor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Vendor fails to remedy to Purchaser's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Vendor of written notice from Purchaser setting forth the nature of said breach or default, Purchaser shall have the right to terminate the Contract without any further obligation to Vendor. Any such termination for default shall not in any way operate to preclude the Purchaser from also pursuing all available remedies against Vendor and its sureties for said breach or default.

- 4. Waiver of Remedies for any Breach** - In the event that the Purchaser elects to waive its remedies for any breach by Vendor of any covenant, term or condition of this Contract, such waiver by the Purchaser shall not limit the Purchaser's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Vendor is required to verify that none of the Vendor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Vendor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid, proposal or purchase order, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the Purchaser. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Purchaser, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.