Memorandum

MIAMI-DADE COUNTY

Date: June 30, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 8(A)(1)(I)

From: Carlos Alvarez
County Mayor

George M. Burgess
County Manager

Subject: Resolution Waiving Competitive Bidding and Protest Procedures and Awarding Project No. B763C, MIA PCA and 400 Hz Completion to INET Airport Systems, Inc. for $6,942,753 to be completed in 585 calendar days.

RECOMMENDATION

It is recommended that the Board approve the attached resolution waiving competitive bidding and bid protest procedures in Sections 2-8.4 of the Code of Miami-Dade County as being in the best interest of the County, and approves a contract with INET Airport Systems, Inc. in the amount of $6,942,753 and to be completed in 585 calendar days for Project No. B763C, MIA PCA and 400 Hz Completion. This recommendation is made under the provisions of Section 5.03D of the Home Rule Charter and Section 255.20(1)(c)10 of the Florida Statutes.

Scope

PROJECT NAME: MIA PCA and 400 Hz Completion

PROJECT NO.: B763C

CONTRACT NO.: B763C

PROJECT DESCRIPTION: The work of this contract consists of the completion of the North Terminal pre-conditioned air (PCA) and 400 Hz central plant systems for aircraft service. This project includes the: installation of PCA units, 400 Hz gate boxes, and service transport units (STU) on passenger loading bridges (PLBs); completion, startup and commissioning of one PCA plant and one 400 Hz plant; installation of a monitoring network (LAN) for two PCA and 400 Hz plants, installation of PCA piping; installation of 400 Hz feeder cables from various central plants to the PLBs; and, installation and connection of potable water cabinets.

PROJECT LOCATION: Miami International Airport

PRIMARY COMMISSION DISTRICT: This project is located within Commission District 6.

APPROVAL PATH:	Board of County Commissioners
USING DEPARTMENT:	Miami-Dade Aviation Department
MANAGING DEPARTMENT:	Miami-Dade Aviation Department

Fiscal Impact/Funding Source

OPERATIONS COST IMPACT / FUNDING:	$186,000/yr from Airport Operations Budget
MAINTENANCE COST IMPACT / FUNDING:	$25,000/yr from Airport Operations Budget
LIFE EXPECTANCY OF ASSET:	20 years
FUNDING SOURCE:	The source of funding for this item is from the Capital Improvement Program - Airport Revenue Bonds.
PTP FUNDING:	No
GOB FUNDING:	No
CAPITAL PROJECT BUDGET:	**CAPITAL BUDGET PROJECT # - DESCRIPTION** 6339221- MIAMI INTERNATIONAL AIRPORT NORTH TERMINAL DEVELOPMENT (NTD) Book Page:47 Funding Year: Adopted Capital Budget Book for FY 2008-09 from Prior Years' Funds

Justification

Florida Statutes Chapter 255.20 provides governing boards of local governments with established procedures for the waiver of competitive selection, to award construction contracts having an estimated cost exceeding $200,000 through a process other than competitive selection. In particular, Section 255.20(1) (c) 10 allows for waivers when there is one appropriately licensed contractor who is uniquely qualified to undertake the project because that contractor is currently under contract to perform work that is affiliated with the project.

INET Airport Systems Inc (INET) is the existing provider of preconditioned air and four hundred hertz (400Hz) systems that are located throughout Miami International Airport. Having garnered certain patent rights, INET produces a proprietary system and the company is the original equipment manufacturer and sole distributor for these systems. INET does not sell components for these specialty units to third party organizations. In fact, INET is currently under a sole source contract with the Miami-Dade Aviation Department to provide for the maintenance, field and inspection services; parts and components; future replacements of existing systems and parts; and emergency service for our existing preconditioned air and four hundred hertz (400Hz) systems. The scope of services from this existing maintenance contract is attached to this memorandum as Appendix A.

The purpose of this new contract with INET is to complete the North Terminal pre-conditioned air (PCA) and 400 Hz central plant systems for aircraft service.

2

Background

In June of 2002, American Airlines awarded a contract entitled Pre-Conditioned Air Systems and 400Hz Ground Power Systems (MIA-763AB) in the amount of $20,120,000 to John J. Kirlin, Inc. (JJK) to furnish and install the PCA and 400Hz Central Plants and gate equipment. INET was a subcontractor to JJK. The contract amount included $11,190,858 for equipment packages, services, start-up and commissioning by INET Airport Systems for specific system components manufactured by INET related to the Central Plants, gate equipment and controls. The contract included a 26-month construction schedule, with interface milestones that were related to construction of the various North Terminal Building Shell packages.

A notice to-proceed for the project was issued on June 25, 2002. Due to delays in completion of the various NTD shell packages, JJK did not complete the contract work in accordance with the original contract schedule. As of April 2008, the contractor had completed the PCA and 400z Central Plants located in the D-Extension Area, which are currently operational; partially completed the PCA and 400Hz Central Plants in the CD Infill Area and completed installation of gate equipment at 14 new North Terminal Development gates. The scheduled value of the work completed by JJK under the MIA-763AB contract is approximately $16 Million.

American's MIA-763AB contract was assigned to the Miami-Dade Aviation Department (MDAD) when the County assumed control of the North Terminal Development Program from American Airlines. Subsequent to assignment of the contract, the NTD Program Management Team attempted to negotiate a contract extension with JJK for completion of the remaining NTD PCA and 400Hz work. The negotiations were unsuccessful, and a change order was recently approved by the County de-scoping the remaining NTD PCA and 400Hz work.

In order to complete the CD Area PCA and 400Hz Central Plants, and provide PCA and 400Hz gate equipment to the remaining 14 NTD gates scheduled gates that were originally a part of the MIA-763AB Contract, a completion package (MIA-763C) was prepared by TYLin International/HJRoss. The scope of work included in this package consists of completion of the controls in the CD Area Central Plants, limited glycol piping, and furnishing and installing conductors, PCA Air Handling Units, and gate boxes for the remaining 14 NTD jet gates, plus the two new Regional Commuter Facility commuter gates. Even before the cost estimates were finalized for the package, preliminary estimates indicated that the construction cost of the MIA-763C package would be approximately $6 Million to $7 Million, of which approximately 70-80% is INET equipment that must be provided to ensure compatibility with the equipment already installed or partially installed at North Terminal, as well as consistency with the other PCA and 400Hz Central Plants and Gate Equipment at Concourse A, the new South Terminal and existing Central Terminal.

INET is a licensed general contractor in the State of Florida. For the reasons stated above, there is only one company that is uniquely qualified to undertake this project. The proviso of the Florida Statutes that this recommendation is being made under also requires that a published notice must be made 14 days prior to the date of the public meeting where final action is taken and that in the event a project is to be awarded by a method other than a competitive selection, the architect or engineer of record must provide a written recommendation that the project be awarded to the private sector contractor without competitive selection. A copy of the 14 day notice and a Sole Source Recommendation from TYLin International/HJRoss is attached to this item.

Presently, MDAD is in discussions with INET to arrange to procure various long lead items through INET's existing maintenance contract with MDAD. The cost of these long-lead items is approximately $400,000. By doing this, MDAD is trying to facilitate early completion dates for gate delivery of the permanent PCA and 400 Hz systems from INET. If these discussions are successful, MDAD would issue an appropriate credit work order against this contract to INET.

CONTRACT PERIOD:	585 Calendar Days
CONTINGENCY PERIOD:	0 Days
IG FEE INCLUDED IN BASE CONTRACT:	No
ART IN PUBLIC PLACES:	No
BASE ESTIMATE:	$6,081,595
BASE CONTRACT AMOUNT:	$6,311,594
CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	$631,159 (10%)
TOTAL DEDICATED ALLOWANCE:	$0
TOTAL CONTRACT AMOUNT:	$6,942,753

Track Record/Monitor

PRIME CONTRACTOR:	INET Airport Systems, Inc.
COMPANY PRINCIPAL(S):	Michael Colaco, President, Vice President, Secretary, and Treasurer
COMPANY QUALIFIER(S):	Michael Colaco
COMPANY EMAIL ADDRESS:	MColaco@inetas.com
COMPANY STREET ADDRESS:	4111 N. Palm Street
COMPANY CITY-STATE-ZIP:	Fullerton, CA 92835
YEARS IN BUSINESS:	15 Years
PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS:	See attached report from Small Business Development

SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI-DADE COUNTY CODE):

First Tier Subcontractors: Clearview Electric Inc.

First Tier Suppliers: None

CONTRACTOR PERFORMANCE:

No information is currently available in the CIIS database for this Contractor.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:

No

STANDARD PAYMENT AND PERFORMANCE BOND:

Yes

REVIEW COMMITTEE:

2/18/09

RESPONSIBLE WAGES:

Yes

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	EST. VALUE
CSBE	14.00%	$971,985
CWP	10.00%	2

MANDATORY CLEARING HOUSE:

Yes

COMPLIANCE DATA:

Small Business Development has reviewed their records and finds that there have been no violations listed against this firm on this project or any other County projects.

DELEGATIONS OF AUTHORITY:

The Aviation Director or designee has the authority to expend the contingency accounts, extend the contract time to complete any unfinished work, or to reduce the scope of the project.

CONTRACT MANAGER NAME/PHONE/EMAIL:

Juan Carlos Arteaga 305-869-5694
jcarteaga@miami-airport.com

PROJECT MANAGER NAME/PHONE/EMAIL:

Chuck Bassil 305-876-0499
cbassil@miami-airport.com

SBD REVIEW:

Yes

LEGAL SUFFICENCY:

Yes

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: June 30, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(I)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

__✓__ **Bid waiver requiring County Mayor's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(I)
6-30-09

RESOLUTION NO. _____

RESOLUTION REGARDING MIA PCA AND 400 HZ COMPLETION, PROJECT NO. B763C AT MIAMI INTERNATIONAL AIRPORT, WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 5.03(D) OF THE MIAMI-DADE COUNTY CHARTER AND SECTION 255.20, FLORIDA STATUTES; FINDING THAT THERE IS ONE APPROPRIATELY LICENSED CONTRACTOR WHO IS UNIQUELY QUALIFIED TO UNDERTAKE THE PROJECT; APPROVING CONTRACT WITH INET AIRPORT SYSTEMS, INC. IN THE MAXIMUM AMOUNT OF $6,942,753; AUTHORIZING MAYOR OR DESIGNEE TO EXECUTE THE CONTRACT AND AUTHORIZING AIRPORT DIRECTOR OR DESIGNEE TO EXERCISE TERMINATION PROVISIONS AND CERTAIN DELEGATED AUTHORITY; AND WAIVING THE PROTEST PROCEDURES OF SECTION 2-8.4 OF THE COUNTY CODE

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby (1) determines that the waiver of competitive bidding is in the best interest of Miami-Dade County, in accordance with the attached memorandum concerning the MIA PCA and 400 HZ Completion, Project No. B763C; (2) finds that there is one appropriately licensed contractor who is uniquely qualified to undertake the project; (3) waives formal competitive bidding by a two-thirds vote of the members of the Board of County Commissioners present pursuant to Section 5.03D of the Charter and in accordance with Section 255.20 Fla. Stat.; (4) approves a contract with INET Airport Systems, Inc., in substantially the form on file with the Clerk, and excerpt of

which is attached hereto in a maximum amount of $6,942,753; (5) authorizes the Mayor or his designee to execute the contract on behalf of Miami-Dade County and authorizes the Aviation Director or his designee to exercise termination provisions and the delegated authority described in the attached memorandum; and (6) waives the provisions of 2-8.4 of the Code of Miami-Dade County relating to bid protests.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 30th day of June, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. DBM

Deborah B. Mastin

CONTRACT SUMMARY

THIS CONTRACT made and entered into as of the _____ day of _____,20___, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the Owner and INET AIRPORT SYSTEMS, INC.
hereinafter called the Contractor:

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the County, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the Work and labor, in a satisfactory and workmanlike manner, required to complete this Contract within the time specified, in strict and entire conformity with the Plans, Technical Specifications and other Contract Documents, which are hereby incorporated by reference, for;

PROJECT TITLE: **MIA PCA and 400 Hz Completion**

PROJECT NO: **B763C**

CONTRACT TIME: Completion of the Work within the Contract Time is of the essence. The Contract Time for this Work is 585 calendar days from the effective date established in the Notice to Proceed.

INTERIM PCA PLANT #2 AND 400 HZ PLANT #2 MILESTONE: The time for this work is 30 calendar days from the effective date established in the Notice to Proceed. Contractor must complete installation of all plant equipment within the 30 day period, except for punchlist items that do not prevent beneficial occupancy of the equipment.

INTERIM GATE MILESTONES: The time for this work is 30 calendar days from the date that each gate is turned over to the Contractor. Contractor must complete installation of all gate equipment within the 30 day period, except for punchlist items that do not prevent beneficial occupancy of the equipment.

INTERIM LAN MILESTONE: The time for this work is 90 calendar days from the effective date established in the Notice to Proceed. Contractor must complete installation of all LAN equipment within the 90 day period, except for punchlist items that do not prevent beneficial occupancy of the equipment.

INTERIM PCA PLANT #2 AND 400 HZ PLANT #2 MILESTONE LIQUIDATED DAMAGES: Liquidated Damages at the rate of $2500 per day, will be deducted from the Contract amount for each calendar day of delay to the Interim Plant Completion Milestone due to a Non-Excusable Delay. These Liquidated Damages are concurrent and in addition to the Interim Gate Milestone and Interim LAN Milestone Liquidated Damages.

INTERIM GATE MILESTONE LIQUIDATED DAMAGES: Liquidated Damages at the rate of $2500 per day, per gate, will be deducted from the Contract amount for each calendar day of delay for the Interim Gate Milestone due to a Non-Excusable Delay. The Liquidated Damages are concurrent for each gate and in addition to the Interim Plant Milestone and Interim LAN Milestone Liquidated Damages.

INTERIM LAN MILESTONE LIQUIDATED DAMAGES: Liquidated Damages at the rate of $500 per day, will be deducted from the Contract amount for each calendar day of delay for the Interim LAN Milestone due to a Non-Excusable Delay. These Liquidated Damages are concurrent and in addition to the Interim Plant Milestone and Interim Gate Milestone Liquidated Damages.

LIQUIDATED INDIRECT COSTS: Liquidated Indirect Costs recoverable by the Contractor, shall be $2.200 per day for each day the project is delayed up to 150 days due to a Compensable Excusable Delay.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned Work, and to defend, indemnify and save harmless the County and all its officers, employees and agents against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents and employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said Work, or through the negligence of the Contractor, its officers, agents or employees or through any improper or defective machinery, implements or appliances used by the Contractor, its officers, agents or employees in the aforesaid Work, or through any act or omission on the part of the Contractor, or its officers, agents or employees.

In consideration of these premises, the County hereby agrees to pay to the Contractor for the said Work, when fully completed, the total maximum sum of

**SIX MILLION, NINE HUNDRED FOURTY TWO THOUSAND, SEVEN HUNDRED FIFTY THREE DOLLARS AND NO/100.

Dollars ($6,942,753.00),

consisting of the following accepted items or schedules of Work as taken from the Proposal Form:

Total L.S. Price Items	$ 6,311,594.00
General Allowance Account	$ 631,159.00
TOTAL MAXIMUM CONTRACT AMOUNT	$ 6,942,753.00

The total maximum Contract amount is subject to such additions and deductions as may be provided for in the Contract Documents. Partial and Final Payments will be made as provided for in the Contract Documents.

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CONTRACT SUMMARY (Cont'd)

IN WITNESS WHEREOF, the above parties have caused this Contract to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA,

By: _____
Mayor or designee

(MIAMI-DADE COUNTY SEAL)

_____

Approved for Form and Legal Sufficiency

DBM
(Assistant County Attorney)
5-27-2009

ATTEST: Harvey Ruvin Clerk

By: _____
Deputy Clerk

CONTRACTOR (If Corporation)

INET AIRPORT SYSTEMS, INC.
(Corporate Name)

By: Michael Colaco
President/ MICHAEL COLACO

Attest: Michael Colaco
Secretary/ MICHAEL COLACO

CONTRACTOR (if Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR
CORPORATE JOINT VENTURER:

_____
(Corporate Name)

By: _____
President

Attest _____
Secretary

(B) PARTNERSHIP OR
CORPORATE JOINT VENTURER:

_____
(Corporate Name)

By: _____
President

Attest _____
Secretary

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

(CORPORATE SEAL)

NAME OF MANAGING JOINT VENTURER:

By _____
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

_____

_____

APPENDIX A

SCOPE OF SERVICES

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Aviation Department (MDAD) is contracting for purchase of the maintenance, field and inspection services, parts and components, replacement and emergency services for the systems covered under this contract.

The systems covered under this contract are:

a. Pre-conditioned Air (PCA) Systems to provide cooling to the Aircraft while at the gate and for the pre-cooling of the passenger loading bridges.

b. 400 MHz. Systems that supply power at the gates

1. Inspections and Maintenance

The Contractor shall provide maintenance and inspection services as specified below:

a. Conduct semi-annual and annual inspections on the 400MHz Motor generators and associated system controllers. The contractor shall submit Field Inspection Report after completion of the inspections.

The Contractor will be asked to provide an estimate on the number of hours required to conduct these inspections. The Contractor shall not start inspections unless approved in writing by the County. The County will reimburse the Contractor at an hourly rate per man-hour for Field Technicians (Refer to Appendix B, Section 1) for semi-annual and annual inspection and factory authorized service. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, are included in the Contractor's price, as they shall not be reimbursed separately by the County.

The inspections shall include but not limited to the following tasks:

i. Oil change and lubrication of the bearings and the inspection of the Motor Generator for proper operation and general condition including the components inside of the enclosure.

ii. Tested and adjust the following items as necessary:

- Output voltage display (A, B, and C Phases)
- Output Amps display (A, B, and C Phases)
- Display, M1 DC Reference Voltage
- Voltage Regulator 6.OV DC reference
- Voltage Regulator 12 V DC reference
- Motor Current Overload
- Motor Inrush Current level
- Over/under Frequency Reference Voltage

- Unit Full Load
- Control Power On Reference Voltage
- Inspect contacts and flash guards on all contactors for normal wear
- Inspect all electrical wiring and cabling for indications of overheating or poor connection.

The deficiencies in the Field Inspection Report will be reviewed by the County. The Contractor may be asked to provide a quote (or proposal) to correct any deficiency. The County reserves the right to negotiate the quotes submitted by the Contractor. The County Project Manager will authorize the Contractor in writing to correct any deficiency.

b. Provide on an as needed basis maintenance/inspection/field services and technical support with respect to the Pre-conditioned Air (PCA) controls and associated control hardware and software.

The County will reimburse the Contractor at an hourly rate per man-hour for factory authorized services. Please refer to Appendix B, Section 1 for hourly rates per man-hour for different personnel. The County Project Manager may negotiate and approve in writing before these personnel provide services to the County. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, are included in the Contractor's price, as they shall not be reimbursed separately by the County.

c. Provide factory authorized service on as needed basis for complex issues with an on-site response time not-to-exceed 24 hours of the initial request from the County.

The County will reimburse the Contractor at an hourly rate per man-hour for factory authorized services. Please refer to Appendix B, Section 1 for hourly rates per man-hour for different personnel. The County Project Manager may negotiate and approve in writing before these personnel provide services to the County. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, are included in the Contractor's price, as they shall not be reimbursed separately by the County.

2. Parts and Components

The County may order replacement parts or components, for the systems covered, on an as-needed basis. The Contractor shall provide:

a. OEM electronic replacement of parts for the operating systems

b. Other components such as general electrical components as ordered by the County

All prices as specified in Appendix B, Section 2 are FOB destination. The County reserves the right to add parts and components to Appendix B, Section 2. The County will not pay for any shipping and handling charges. The Contractor shall deliver within 7 calendar days of the initial request from the County, unless approved in writing by the County's Project Manager.

3. Future Replacements of Existing Systems/Parts

The County may request prices/proposals for future replacements of systems or any major parts. Upon receiving the request from the County's Project manager or designee, the Contractor shall provide a proposal and/or price for the replacements. The County reserves the right to negotiate the statement of work and prices to be paid by the County for such replacements. The negotiated statement of work and prices will be incorporated into the contract via issuance of supplemental agreements by the County as specified in Article 7 of the Contract.

4. Emergency Service

The Contractor shall respond (via phone/person) to County within 2 hours of the telephone calls followed up by fax, and / or fax requests to provide any emergency service to the County. The County may request prices/proposals for emergency service. Upon receiving the request from the County's Project manager or designee, the Contractor shall provide a proposal and/or price for the service requested. The County may negotiate the statement of work and prices to be paid by the County for such services. Depending upon the situation, the Department of Procurement Management may issue a Notice-To-Proceed or supplemental agreement to the Contractor to start providing the emergency work.

MIAMI-DADE COUNTY
NOTICE OF PUBLIC MEETING

The County Manager, Miami-Dade County, Florida, pursuant to 255.20(1)(c)10, Florida Statutes, announces that a public meeting will be held on July 7, 2009 in the Second Floor Meeting Room of the Board of County Commissioners, Stephen P. Clark Center, 111 NW First Street, Miami Florida.

The purpose of this meeting is to consider whether it is in the public's best interest to waive competitive bidding and bid protest procedures in Section 2-8.4 of the Code upon the County Manager's written recommendation, in connection with the following project:

Project Name	Project No.	Contract Amount
MIA PCA and 400 Hz Completion	B763C	$6,942,753 to be completed in 585 calendar days

This recommendation is made under the provisions of Section 5.03D of the Home Rule Charter and Section 255.20(1)(c)10 of the Florida Statutes.

Miami-Dade County intends to waive competitive bids and bid protest procedures and award the subject contract to INET Airport Systems, Inc.

For additional information, please call Juan Carlos Arteaga, NTD Program Director, (305) 869-5694.

Miami-Dade Aviation Department
NTD Program Management Team
P.O. Box 99-6610
Miami, Florida 33299

T·Y·LIN INTERNATIONAL | HJ ROSS

engineers | planners | scientists

To: Mr. Manuel Rey, R.A.
Project Manager

From: Richard A. Waters, P.E.
Project Manager

Date: February 12, 2009

Re: Miami International Airport
North Terminal Development
MIA-B763C Sole Source Recommendation

MEMORANDUM

This memorandum has been prepared at your request, regarding the proposed procurement of the remaining Pre-Conditioned Air (PCA) and 400Hz Equipment for the North Terminal Development Project.

The North Terminal Development Program Management Team (NTD PMT) is evaluating a sole source contract with INET Airport Systems, Inc. (INET) for purchase and installation of the remaining PCA and 400Hz equipment to be installed at fourteen (14) new gates proposed to be opened as part of the NTD Program from June 2009 through January 2011. INET is the proprietor of the 400 Hz power systems and preconditioned air units located at MIA that power and provide air conditioning to aircraft located at existing Concourse A, and existing Concourse D Extension. In addition, INET provided equipment for the existing partially completed PCA and 400 Hz Central Plants located in the NTD CD Infill Area. In the past, the Aviation Department has attempted to locate other sources of supply for this equipment; however, certain sophisticated components and controls are apparently patented by INET, customized, installed and only serviced by them. INET does not authorize any other entity to service their equipment nor to provide parts.

In our review of the project, we did find other sources for brands other than INET for similar and for the same type of equipment but NOT the proprietary system that MIA currently has in place at NTD with INET. Given that INET products are proprietary and patented, we evaluated the investment to date in INET equipment at the NTD. MIA currently has approximately $9MIL in INET equipment in place at North Terminal, as well as additional INET equipment in place and operational as part of the South Terminal Expansion. In addition, there are several other INET systems installed at the Opa-locka and Tamiami Airports that result in a total County investment equal to approximately $40MIL.

Based on the above, it is our recommendation that MDAD grant the sole source procurement of the remaining NTD PCA and 400Hz equipment to INET, subject to compliance with the County's current procurement regulations and requirements.

If you have any questions regarding this memorandum, pleased do not hesitate to contact me.

201 Alhambra Circle, Suite 900 | Coral Gables, Florida 33134 | T 305.567.1888 | F 305.567.1771 | www.tylin.com

MEMORANDUM

MIAMI-DADE COUNTY

DATE: May 21, 2009

TO: José Abreu, P. E., Director
Miami-Dade Aviation Department

FROM: Penelope Townsley, Director
Small Business Development

SUBJECT: Compliance Review
MDAD # B763C
MIA Precondition Air & 400 HZ Completion

The Department of Small Business Development (SBD) has completed its review of compliance for the subject project with the Community Small Business Enterprise Program (CSBE). The contract measure applicable to this project is a 14% CSBE Goal.

The Miami-Dade Aviation Department submitted bid documents from INET Airport Services, Inc. for compliance review.

INET Airport Services, Inc. submitted a Schedule of Intent Affidavit committing to utilize Clearview Electric, Inc. a certified CSBE firm to perform electrical installation work at 14%. INET Airport Services, Inc. has fulfilled the required contract measure and is in compliance with the CSBE Participation Provisions.

Please note that SBD staff only reviewed and addressed compliance with the CSBE program. The Miami-Dade Aviation Department is responsible for any other issues that may exist. Should you have any questions or need additional information, please call Asa Ferguson at 305-375-4729.

PT: af

cc: Milton Collins, MDAD
Susan H. Pascul, MDAD
Alice Hidalgo-Gato, SBD
Patrice King, SBD

17

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
Department of Small Business Development
Firm History Report

From: 05/20/2004 **To:** 05/20/2009

FIRM NAME: INET AIRPORT SYSTEMS, INC.
4111 N Palm St
Fullerton, CA 92835

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
RQAV0600021-AV 400 HZ AIRCRAFT GROUND POWER GENERATOR	1	AV	NO MEASURE	11/30/2005	$225,000.00
					$225,000.00
* E2171-AV GENERATOR, 5 KVA	1	AV	NO MEASURE	01/24/2006	$225,000.00
					$225,000.00
* E2948-AV 400 HZ. AIRCRAFT GROUND POWER MOTOR GENERATOR	1	AV	NO MEASURE	09/25/2006	$508,418.00
					$508,418.00
SS8014-2/16 INET SYSTEMS PARTS, MAINTENANCE AND REPLACEMENTS (INET)	1	AV	NO MEASURE	04/18/2007	$4,451,000.00
					$4,451,000.00
E8429-AV REPLACEMENT OF 400 HZ SYSTEM CCF	1	AV	NO MEASURE	11/06/2007	$2,070,250.00
					$2,070,250.00

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
Department of Small Business Development
Firm History Report

From: 05/20/2004 **To:** 05/20/2009

FIRM NAME: INET AIRPORT SYSTEMS, INC.
4111 N Palm St
Fullerton, CA 92835

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT

Total Award Amount	$7,479,668.00
Total Change Orders Approved by BCC	$0.00
	$7,479,668.00

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

DBDR0210_E

Wednesday, May 20, 2009

Ver: 1