

Memorandum



Date: October 7, 2014
To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

Agenda Item No. 8(F)(3)

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing Additional Time and Modifying Insurance Requirement for Two Contracts Related to Helicopter Services

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize time extension for a contract and modify the insurance requirement of another contract, with authority to exercise option-to-renew (OTR) periods as described below and in more detail in the accompanying attachments.

Section 1 – Time Extension

The item in this section will increase time for a contract to continue purchasing goods and services. No additional funding is required.

Item 1.1 – Bell Helicopter OEM Replacement Parts, Non-Bell Parts, Consumables, Maintenance and Repair (Contract 8518-4/12-4): Extends this contract for an additional six months so Miami-Dade Fire Rescue and Public Works and Waste Management may continue to purchase Bell original equipment manufacturer (OEM) and non-OEM helicopter parts, maintenance and repair services, and other consumables for the County's helicopter fleet. No additional funding is requested. See attachment 1.1.

Section 2 – Modification of Insurance Requirement

The item in this section is to modify the insurance requirement of an existing contract. No additional funding is required

Item 2.1 – Helicopter Airframe Overhaul Services (Contract SS8172-3/26-1): Removes the insurance requirement of a contract, which exceeds that which is necessary under this contract. The County Attorney's Office determined that this is a substantive change to the original contract, therefore requiring Board approval. No additional funding is requested. See attachment 2.1.

Scope

The impact of the items is countywide in nature.

Fiscal Impact/Funding Source

The allocations and funding sources, by department, is listed in the attached items.

Track Record/Monitor

There are no known performance/compliance issues with the vendors recommended for award in this package. Each department's contract manager is reflected in the attached items.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contracts, Section 2-8.1 of the County Code and Implementing Order 3-38.

Due Diligence

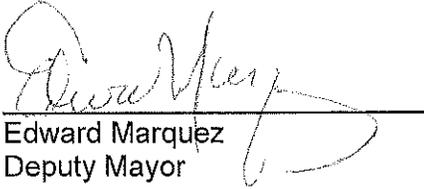
Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine Contractor responsibility, including verifying corporate status and review of performance or compliance issues. The lists referenced include convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Contractor responsibility. This information is provided pursuant to R-187-12.

Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners
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Background

Additional background information on each item is attached.

Attachments



Edward Marquez
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: October 7, 2014

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

SUBJECT: Agenda Item No. 8(F)(3)

Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(3)
10-7-14

RESOLUTION NO. _____

RESOLUTION AUTHORIZING TIME EXTENSION OF CONTRACT 8518-4/12-4 FOR BELL HELICOPTER ORIGINAL EQUIPMENT MANUFACTURER PARTS, NON-BELL PARTS, CONSUMABLES, MAINTENANCE AND REPAIR, AND REMOVAL OF INSURANCE REQUIREMENT FOR CONTRACT SS8172-3/26-1 FOR HELICOPTER AIRFRAME OVERHAUL SERVICES

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board authorizes additional time for contract 8518-4/12-4, as set forth in item 1.1 of the incorporated memorandum, for the purchase of Bell Helicopter original equipment manufacturer parts, non-Bell parts, consumables, maintenance and repair.

Section 2. This Board authorizes removal of insurance requirement for contract SS8172-3/26-1, as set forth in item 2.1 of the incorporated memorandum, for helicopter airframe overhaul services.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2014. 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.

DF

Daniel Frastai

Item 1.1

Contract No.: 8518-4/12-4	Title: Bell Helicopter OEM Replacement Parts, Non-Bell Parts, Consumables, Maintenance and Repair
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Type of Change:	
<input checked="" type="checkbox"/> Additional Time	<input type="checkbox"/> Additional Expenditure Authority

Contract Description and Reason for Change:

This contract is for the purchase of Bell helicopter original equipment manufacturer parts, non-Bell helicopter parts, maintenance and repair services, and other related items such as aircraft repaint, pilot supplies, tools, and accessories. This contract provides goods and services necessary to maintain the County's helicopter fleet.

The County advertised an Invitation to Bid (ITB) for a replacement to this contract, as well as to consolidate several other existing contracts related to goods and services for the County's helicopter fleet. However, six of the eight bidders were deemed non-responsive to the ITB, and the remaining two bidders were unable to provide all of the services and parts required for the maintenance of the County's helicopter fleet. A rejection of all bids under that ITB was recommended to, and approved by, the Board of County Commissioners on June 3, 2014 (R-509-14). A replacement solicitation has been issued and is expected to be awarded in late 2014 or early 2015.

Due to the rejection of the original ITB, it is necessary to extend this contract for an additional six months to allow time to award the replacement contract. No additional funding is required as part of this modification.

Current Term Length:		Additional Time Requested:	
30 months		6 months	
Current Term Start Date:	Current Term Expiration Date:	Proposed Expiration Date:	
May 1, 2012	October 31, 2014	April 30, 2015	

Department	Existing Allocation	Additional Allocation	Modified Allocation	Funding Source	Contract Manager
Fire Rescue	\$476,000	\$0	\$476,000	Fire District Funds	Marianela Betancourt
Public Works and Waste Management	260,000	0	260,000	Proprietary Funds	Olga Espinosa-Anderson
Unallocated	264,000	0	264,000		
Total	\$1,000,000	\$0	\$1,000,000		

Contract Measures:	<input checked="" type="checkbox"/> Small Business Enterprise	<input type="checkbox"/> Set-Aside	<input checked="" type="checkbox"/> Bid Preference
	<input type="checkbox"/> Selection Factor	<input type="checkbox"/> Other	
Local Preference Ordinance:	<input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply		
Living Wage Ordinance:	<input type="checkbox"/> Applies <input checked="" type="checkbox"/> Does not apply		
User Access Program:	<input checked="" type="checkbox"/> Applies where permitted by funding source <input type="checkbox"/> Does not apply		
Procurement Contracting Officer:	Jocelyn R. Fulton		

Vendors	Address	Principal
Edwards Rotorcraft Solutions, Inc.	2011 S. Perimeter Road, Suite L Ft. Lauderdale, FL	David Burch
Heli-One USA, Inc.	9000 Trinity Boulevard Hurst, TX	Michael Bell
Shasta Aviation Corp.	1620 Southwest 75th Avenue Pembroke Pines, FL	Gary Padgett
Helliponents, Inc.	4930 E. Falcon Drive Mesa, AZ	Chad A. Barta
Vector Aerospace Helicopter Services, Inc.	4551 Agar Drive Richmond, BC Canada	Gary Leskiw

Item 2.1

Contract No.: SS8172-3/26-1	Title: Helicopter Airframe Overhaul Services
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Type of Change: Modification of Insurance Requirements

Contract Description and Reason for Change:

This contract is for a genuine Bell parts support program for the Miami-Dade Fire Rescue (MDFR) Air Rescue helicopter fleet. The contractor, Bell Helicopter Textron, Inc. (Bell), provides a parts support program which includes shipping parts and performing repair services. All repair services are performed at a Bell facility. When the contract was originally established, it was anticipated that Bell Helicopter may perform repair services on-site at a County facility. As a result, the original contract included standard insurance language for Worker's Compensation, Public Liability Insurance, and Automobile Liability Insurance.

Bell has requested that the County remove the insurance requirements, given that all parts provided by Bell are shipped to the County via third parties and when Bell conducts repairs, those repairs are performed at Bell's facilities. In response to this request, the Internal Services Department, Risk Management Division, reviewed the existing insurance requirements relative to the services actually being provided by Bell, and confirmed that these requirements exceed that which is necessary under this contract.

It is therefore recommended that the Board approve this contract modification to remove the insurance requirements. Through discussions with the County Attorney's Office, it was determined that this change is a substantive change to the original contract requiring Board approval.

Current Term Length:		Additional Time Requested:
60 months		N/A
Current Term Start Date:	Current Term Expiration Date:	Proposed Expiration Date:
March 20, 2012	March 19, 2017	N/A

Department	Existing Allocation	Additional Allocation Requested	Modified Allocation	Funding Source	Contract Manager
Fire Rescue	\$6,150,000	\$0	\$6,150,000	Fire District Funds	Marianela Betancourt
TOTAL	\$6,150,000	\$0	\$6,150,000		

Contract Measures:	<input type="checkbox"/> Small Business Enterprise	<input type="checkbox"/> Set-Aside	<input type="checkbox"/> Bid Preference
	<input type="checkbox"/> Selection Factor	<input checked="" type="checkbox"/> Other: No Measure - Sole Source	
Local Preference Ordinance:	<input type="checkbox"/> Applies <input checked="" type="checkbox"/> Does not apply		
Living Wage Ordinance:	<input type="checkbox"/> Applies <input checked="" type="checkbox"/> Does not apply		
User Access Program:	<input checked="" type="checkbox"/> Applies where permitted by funding source <input type="checkbox"/> Does not apply		
Procurement Contracting Officer:	Jocelyn R. Fulton		

Vendor	Address	Principal
Bell Helicopter Textron, Inc.	40 Westminster Street Providence, RI	John L. Garrison

SUPPLEMENTAL AGREEMENT NO. 5

Contract Number: **SS8172-3/26-1**

Contract Title: **Helicopter Airframe Overhaul Services**

Contractor: **Bell Helicopter Textron Inc.**

In accordance with the above referenced contract, this supplement, when properly executed, becomes part of the Contract and shall provide for the following:

- 1) Pursuant to term #3 (and any revisions thereof) of the above referenced Contract, Appendix B (3/12 – 02/13), Price Schedule, is hereby replaced with the attached Revised Appendix B (Effective 3/1/2013), Price Schedule, to incorporate a \$15.00 increase to the Consumables account. Any reference to Appendix B, Price Schedule, and any revisions thereof in the Contract shall be changed to "Revised Appendix B (Effective 3/1/2013), Price Schedule."
- 2) Deletion of term #10 requiring the Contractor to provide an insurance certificate to the County.

All terms, covenants and conditions of the original Contract and any supplemental agreements issued thereto shall remain in full force and effect, except to the extent herein amended.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement to County Contract No. SS8172-3/26-1, Helicopter Airframe Overhaul Services.

Contractor

By: [Signature]

Name: GENALCIO SUCCAS

Title: PRINCIPAL CONTRACTS REP.

Date: 3/17/14

Attest: [Signature]
Corporate Secretary/Notary

Miami-Dade County

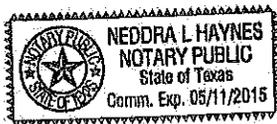
By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Clerk of the Board



Approved as to form and legal sufficiency

Assistant County Attorney

Revised Appendix B (Effective 3/1/2013)
PRICE SCHEDULE

Description	Price per Flight Hour
1. Genuine Bell Parts Support Plan	\$743.64
2. Electronic Flight Indicating System and Automatic Flight Control System	\$45.00
3. *Consumables	\$85.00 (includes \$15 increase)
Total Genuine Bell Parts Support Plan Fixed Hourly (Flight) Price Rate (1 +2 +3):	\$873.64

*Consumables will be billed to separate accounts and reconciled and adjusted on an annual basis. The amount the account is over or under the dollar estimate threshold will be taken into consideration in the plan price adjustment for the subsequent year. During the annual reconciliation meeting, either party will be responsible for creating a zero balance.