

Memorandum



Date: February 3, 2015
To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners
From: Carlos A. Gimenez
Mayor
Subject: Recommendation for Approval to Award: Helicopter Parts, Services and Supplies

Agenda Item No. 8(F)(14)

Resolution No. R-99-15

Recommendation

It is recommended that the Board of County Commissioners (Board) approve award of *FB-00086 Helicopter Parts, Services and Supplies* to multiple vendors for the purchase of goods and services needed to maintain County helicopters. The awardees are responsible for furnishing and delivering new Bell or Airbus OEM parts to repair and/or overhaul helicopters maintained by the Miami-Dade Fire Rescue (MDFR), Police (MDPD), and Public Works and Waste Management (PWWM) departments.

The County's helicopters are used primarily for neighborhood patrol, medical transport, and search and rescue. The MDFR, MDPD, and PWWM will receive operational support, such as aircraft inspection and testing, from helicopter manufacturers, manufacturer representatives, and specialized providers. Such support is essential to helicopter reliability and safety, compliance with Federal Aviation Administration regulations, and the protection of the County's capital investments. While PWWM plans to sell its helicopter, an allocation for necessary parts and services is needed until the aircraft is sold. Additionally, MDFR will also lease new helicopters and will continue to adhere to a very strict Federal Aviation Administration mandated inspection and maintenance schedule. This contract is necessary for MDFR to purchase the parts and consumables that are necessary to maintain the flightworthiness of the helicopter fleet.

Scope

The impact of this item is countywide in nature.

Fiscal Impact and Funding Source

The fiscal impact for the five-year term of this contract is \$5,930,000. This is a consolidation of three contracts currently utilized for helicopter parts and services: *8518-4/12 Bell Helicopter OEM Replacement Parts, Maintenance and Repairs* with an allocation of \$5 million for 78 months; *EPP8146-9/16 Prequalification for Bell Helicopter Replacement Parts* with an allocation of \$2.6 million for 97 months; and *RFP528 Turbine Helicopters* with an allocation of \$19.3 million for 80 months.

The allocation requested for this award is based on the County's projected maintenance needs, and is much lower than the cumulative value of the three existing contracts, which are comprised of parts, maintenance services, and purchase of Airbus helicopters. The usage under this contract may be lower if the helicopters the County will be leasing include maintenance services.

Department	Allocation	Funding Source	Contract Manager
Police	\$2,750,000	General Fund	John Murman
Fire Rescue	2,380,000	Fire District Funds	Jerry Trudelle
Public Works and Waste Management	800,000	General Fund	Manuel Garcia
Total	\$5,930,000		

Track Record/Monitor

Maggie Reynaldos of the Internal Services Department is the Procurement Officer.

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 contract pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendors Recommended for Award

An Invitation to Bid was issued under full and open competition on May 22, 2014. Eleven bids were received in response to the solicitation. The method of award is explained in the tables below listing the awarded vendors by groupings.

Awardee	Address	Principal
Airbus Helicopters, Inc.	2701 Forum Drive Grand Prairie, TX	Marc Paganini
Heliworks, LLC	2400 Airport Boulevard Pensacola, FL	Steven Gaffney
Nampa Valley Helicopters, Inc.	1870 W Franklin Road Meridian, ID	Hugh Whitfield
Professional Aviation Associates, Inc.	105 Southfield Parkway, No. 300 Forest Park, GA	Brian Dannewitz
RSG Aviation, Inc.	3901 N Main Street Fort Worth, TX	Daniel Dross
Rotortech Services, Inc.	4095 Southern Boulevard West Palm Beach, FL	Walter McPhail
Uniflight, LLC	2617 Aviation Parkway Grand Prairie, TX	Greg Aslinger
Vector Aerospace Helicopter Services, Inc.	4551 Agar Drive Richmond, BC, Canada	Steve Walford

Vendors Awarded (Groups A, B, C and D)		
To the two lowest-priced responsive, responsible bidders by aggregate item price under each group.		
Awarded Groups	Primary Vendor	Secondary Vendor
A: OEM Parts, Overhaul, Inspection, Maintenance, Refurbishment, and Repairs for Bell Helicopters	Uniflight, LLC	RSG Aviation, Inc.
B: OEM Parts, Inspection, Maintenance and Repair for Airbus Helicopters	Rotortech Services, Inc.	No Secondary Vendor
C: OEM Parts for Airbus Helicopters	Airbus Helicopters, Inc.	Uniflight, LLC
D: Overhaul of Airbus Components	Vector Aerospace Helicopter Services, Inc.	Nampa Valley Helicopters, Inc.

Prequalified by Group (Groups E and F)		
Pre-qualified all responsive and responsible bidders that met the minimum requirements as specified in the solicitation for participation in future spot market competitions. Additional qualified vendors may be added to the pool groups at any time during the contract term subject to ratification by the Board on a bi-annual basis		
Prequalification Group	Prequalified Vendors	
E: OEM and non-OEM Helicopter Parts and Services, Components, Consumable Items, Pilot Supplies, Tools, Accessories, Repair of Aircraft Accessories, and Equipment Rental	Professional Aviation Associates, Inc.	RSG Aviation, Inc.
	Rotortech Services, Inc.	Uniflight, LLC
F: Aircraft Repainting Services	Heliworks, LLC	Vector Aerospace Helicopter Services, Inc.

Vendors Not Recommended for Award

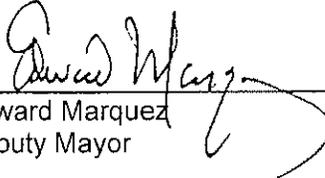
Vendor	Reason for Not Recommending
DFC, Inc. D/B/A Advanced Helicopter Services Heliponents, Inc.	Prices are higher than lowest bidder.
Edwards Rotorcraft Solutions, Inc.	Offer was deemed non-responsive by the County Attorney's Office as the vendor took exception to the solicitation's indemnification and delivery terms (see the attached County Attorney's Office memorandum).

Due Diligence

Pursuant to Resolution R-187-12, due diligence was conducted in accordance with the Internal Service Department's Procurement Guidelines to determine Contractor responsibility, including verifying corporate status and that there were no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings related to Contractor responsibility.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies and will be collected on all purchases.
- The Small Business Enterprise Bid Preference and Local Preference were applied in accordance with the Ordinances.
- The Living Wage Ordinance does not apply.



Edward Marquez
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: February 3, 2015

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

SUBJECT: Agenda Item No. 8(F)(14)

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)(14)
2-3-15

RESOLUTION NO. R-99-15

RESOLUTION APPROVING AWARD OF CONTRACT NO. FB-00086 FOR PURCHASE OF GOODS AND SERVICES NEEDED TO MAINTAIN COUNTY HELICOPTERS IN THE TOTAL AMOUNT NOT TO EXCEED \$5,930,000.00 FOR VARIOUS COUNTY DEPARTMENTS; AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ANY CANCELLATION AND OTHER PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes 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 this Board approves award of Contract No. FB-00086 for purchase of goods and services needed to maintain County helicopters as set forth in the incorporated memorandum in the total amount not to exceed \$5,930,000.00, and authorizes the County Mayor or County Mayor's designee to execute same and exercise any cancellation and other provisions contained therein.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Esteban L. Bovo, Jr.** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	aye		
Esteban L. Bovo, Jr., Vice Chairman	aye		
Bruno A. Barreiro	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dennis C. Moss	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye	Xavier L. Suarez	absent
Juan C. Zapata	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of February, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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



HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "HB", with a horizontal line drawn through it.

Hugo Benitez

Memorandum



Date: July 29, 2014

To: Maggie Reynaldos
Procurement Officer, ISD

From: Miguel A. Gonzalez
Assistant County Attorney

Subject: Responsiveness of Bids – ITB No. FB-00086 Helicopter Parts, Services and Supplies

I am in receipt of your memorandum dated July 1, 2014, in which you ask for a responsiveness determination as to bids received from Airbus Helicopters, Inc. (“Airbus”); Uniflight, LLC (“Uniflight”); and Edwards Rotorcraft Solutions, Inc. (“Edwards”). I have reviewed your memorandum and the enclosed materials, which include the solicitation documents for ITB No. FB-00086 (the “ITB”) and the bids received from each of the aforementioned bidders.

Per the July 1 memorandum, I am advised that the estimated value of the contract, over five years, is \$5,930,000.

Analysis

For the reasons set forth below, I conclude that the bids received from Airbus and Uniflight are not responsive as to Group D of the ITB. Further, the exceptions taken in Edwards’ June 16, 2014 letter as to indemnification and delivery terms render its proposal non-responsive.

I. Airbus and Uniflight: Failure to Offer a Price Term for All Group Items.

As to Airbus and Uniflight, you inquire whether those firms’ bids under Group D are responsive. Both of those firms failed to offer a price term for all items within the group. Specifically, Airbus failed to identify the “percentage discount from current Airbus list price,” leaving that field blank. Uniflight failed to complete the blanks for all fields, except the “percentage discount” and “hourly rate for additional repairs.”

In explaining the method of award for Group D, the ITB states that “[t]o be considered for award of this group, a bidder shall offer prices for all items within the group. If a bidder fails to submit an offer for all items within the group, its offer for the group may be rejected.”

One court has explained that the purpose of the competitive bidding process is, among other things, “to secure fair competition upon equal terms to all bidders . . . and to afford an equal advantage to all desiring to do business with the county, by affording an opportunity for an exact comparison of bids.” *Harry Pepper & Assocs., Inc. v. City of Cape Coral*, 352 So. 2d 1190,

1192 (Fla. 2d DCA 2977) (citing *Wester v. Belote*, 138 So. 721, 723-24 (Fla. 1931)). It is established that responses to a solicitation must be capable of assuring the County that, if accepted, the proposal will result in a contract that can be performed in accordance with the requirements of the solicitation. *See, e.g., Glatstein v. City of Miami*, 399 So. 2d 1005, 1007-1008 (Fla. 3d DCA 1981) (relying on *Wester* for the proposition that solicitations must include “reasonably definite plans or specifications, as a basis on which bids may be received”).

Airbus and Uniflight’s failure to offer a term as to all Group D items renders their bids non-responsive for that group. Their bids are not sufficient to provide the County with assurance that “the proposal will result in a contract that can be performed in accordance with the requirements of the solicitation.” *Glatstein*, 399 So. 2d at 1007-1008. These bids are insufficient to establish a contract, if accepted, because they do not set forth the “price term” of the contract as to Group D.

Although the question is not raised in the July 1 memorandum, I note that Airbus is also non-responsive for Group D because it changed the units on which the bid was based. Specifically, the bid form sought hourly rates for the various services at issue. Rather than bidding on an hourly rate, Airbus crossed that term out and bid on the basis of the “catalog price.” Airbus’ failure to bid on an hourly rate is a material deviation from the bid requirements, which deprives the County of “an opportunity for an exact comparison of bids.” *Harry Pepper*, 352 So. 2d at 1192.

II. Edwards: Exceptions to Indemnification Language and Delivery Terms.

Together with its bid, Edwards submitted a letter dated June 16, 2014. The June 16 letter sets forth nine assumptions regarding their offer. Among those “assumptions” are indemnification language that varies from that sought in the ITB and an assertion that its delivery terms are FOB origin.

The ITB references the County’s General Terms and Conditions for ITB’s and advises bidders that the “standard general terms and conditions are considered non-negotiable subject to the County’s final approval.”

Edwards’ modifications to the standard indemnification and delivery language constitute material deviations from the solicitation document, which deprive the County of “an opportunity for an exact comparison of bids.” *Id.*

As to the indemnity that Edwards offers, Edwards seeks to indemnify the County only for those losses arising out of its “negligent willful act[s].” This indemnity is far narrower than the one the County requests in its standard terms. Edwards’ indemnity covers only “willful negligence,” which Florida courts often equate with gross negligence, *see, e.g., Acosta v. Daughtry*, 268 So. 2d 416, 420 (Fla. 3d DCA 1972); the County’s indemnity covers ordinary negligence.

As to the delivery terms, the standard conditions require that bidders quote prices as "F.O.B. Destination," unless otherwise specified; "freight shall be included in the proposed price." See General Terms at § 1.18. Edwards, on the other hand, seeks "F.O.B. Origin" delivery terms. Edwards' modified delivery terms shifts delivery costs and risk of loss onto the County and therefore materially deviates from the bid requirements. See, e.g., *Boyman v. Stuart Hatteras, Inc.*, 527 So. 2d 853, 853 (Fla. 4th DCA 1988); Fla. Stat. § 672.319.