DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

X New contract  OTR  CO  SS  BW  Emergency

Re-Bid  Other

LIVING WAGE APPLIES: YES  NO

Requisition/Project No: ROJD130080

TERM OF CONTRACT: _5_ years with _0_ one year options-to-renew

Requisition/Project Title: PARTS AND SERVICES FOR FLIGHT INSTRUMENTS AND AVIONIC SYSTEMS

Description: The vendor(s) shall provide parts and services for flight instruments and avionic systems as required by the County. The vendor(s) shall provide services inclusive of labor, supplies, tools, equipment, parts, etc., to test, overhaul, repair and maintain flight instruments and avionic systems.

User Department(s): MDPD/MDFR/PWWM

Issuing Department: ISD

Contact Person: JOCELYN R. FULTON  Phone: 305-375-4735

Estimated Cost: $1,332,500.

Funding Source: GENERAL FUND/FIRE DISTRICT/GLOBAL FUND

ANALYSIS


SIC:

Trade/Commodity/Service Opportunities

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>Peninsula Avionics, Inc.</th>
<th>Peninsula Avionics, Inc.</th>
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<td>Small Business Enterprise:</td>
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<tr>
<td>Contract Value:</td>
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Comments: The current contract (2960-0/13) is effective 10/1/11 – 9/30/13. The previous contract (2960-2/11-2) was effective 4/1/10 – 9/30/11.

Continued on another page(s): Yes  No

RECOMMENDATIONS

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<tr>
<th>SBE</th>
<th>Set-Aside</th>
<th>Sub-Contractor Goal</th>
<th>Bid Preference</th>
<th>Selection Factor</th>
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</tbody>
</table>

Basis of Recommendation:

Signed: JOCELYN R. FULTON

Date to SBD: 2/27/2013  Date Returned to ISD:______

DEPT. BUS. PH: 2/23

2013 FEB 2
MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE:

PARTS AND REPAIR SERVICES FOR FLIGHT INSTRUMENTS AND AVIONIC SYSTEMS

FOR INFORMATION CONTACT:

Jocelyn R. Fulton, 305-375-4735, fultonj@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

• READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.

• FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION
MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 2960-1/18

Bid Title: PARTS AND REPAIR SERVICES FOR FLIGHT INSTRUMENTS AND AVIONIC SYSTEMS

Procurement Officer: Jocelyn R. Fulton

Bids will be accepted until 2:00 p.m. on XXXX, 2013

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney’s Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.

- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION
PARTS AND REPAIR SERVICES FOR FLIGHT INSTRUMENTS AND AVIONIC SYSTEMS

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of parts and repair services for flight instruments and avionic systems in conjunction with the County’s needs on an as-needed basis. This solicitation is organized into two (2) groups:

- Group I: Parts and repair services for flight instruments
- Group II: Parts and repair services for avionic systems

2.2 TERM OF CONTRACT: FIVE (5) YEARS

This contract will commence and be effective on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter, which is distributed by the County’s Internal Services Department/Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. This contract shall expire on the last day of the last month of the five-year contract term; provided that the services rendered by the Awarded Bidder during the contract period are satisfactory and that County funding is available as appropriated on an annual basis and upon completion of the expressed and/or implied warranty period.

2.3 OPTION TO RENEW

Intentionally Omitted.

2.4 METHOD OF AWARD: MULTIPLE VENDORS BY GROUP

2.4.1 Award of this contract will be made to the two (2) lowest priced responsive, responsible vendors (primary and secondary) on a group-by-group basis. To be considered for award by group, the bidder shall offer prices for all items within a given group. The County will then select the bidders for award for each group by totaling the extended pricing for each item within each group. If a bidder fails to submit an offer for all items within the group, its offer for that specific group may be rejected. To be eligible for award for either Group, the bidder shall meet the following minimum requirements:

2.4.1.1 Bidder shall be certified as a repair station by the Federal Aviation Administration (FAA). A copy of the FAA issued certificate must be submitted with the bid proposal.

2.4.1.2 Bidder shall have at least one (1) FAA certified Airframe and Powerplant (A&P) mechanic. A copy of the mechanic’s certificate must be submitted with the bid proposal.

2.4.2 Bidders are required to submit with their bid all the specified information, documents and attachments as proof of compliance to the minimum requirements; however, Miami-Dade County may, at its sole discretion, allow the bidder to complete or supplement the information/documents during the bid evaluation period. Failure to provide proof of compliance to the minimum requirements, as specified by the County, may result in the bidder’s bid being declared non-responsive.
PARTS AND REPAIR SERVICES FOR FLIGHT INSTRUMENTS AND AVIONIC SYSTEMS

2.4.3 The County will award this contract to the designated lowest bidder as the primary vendor and to the designated second lowest bidder as the secondary vendor, respectively. If the County exercises this right, the primary vendor shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary vendor fails to perform it may be terminated for default and the County shall have the option to seek the identified goods or services from the secondary vendor.

2.4.4 Award to multiple vendors is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. Failure of any vendor to perform in accordance with the terms and conditions of the contract may result in the vendor(s) being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

Notwithstanding the Method of Award, the County at its option may avail itself of any or all of the provisions stated in Section 1, Paragraph 1.5, Award of Bid Solicitation.

2.5 PRICES SHALL BE FIXED AND FIRM FOR EACH TWELVE (12) MONTH PERIOD WITH ADJUSTMENTS ALLOWED:

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to completion of each twelve (12) month period, the County may consider an adjustment to price based on the latest Consumer Price Index (CPI): All Urban Consumers, All Items, in the Miami-Ft. Lauderdale area.

It is the awarded bidder's responsibility to request any pricing adjustment under this provision at least thirty (30) days prior to expiration of the then current twelve (12) month period. Such adjustment requests cannot be in excess of the relevant pricing index change. If no adjustment request is received, the awarded bidder agrees to continue with the current prices. Any adjustment request received after the thirty (30) day period will not be considered; the awarded bidder agrees to continue with the current prices.

The County reserves the right to reject or negotiate any price adjustments submitted by the awarded bidder.

2.6 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES

The vendor(s) shall submit an invoice(s) to the County user department(s) after purchase and/or service has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the vendor. Refer to Section 1.34 for details regarding invoice requirements.

2.7 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).
PARTS AND REPAIR SERVICES FOR FLIGHT INSTRUMENTS AND AVIONIC SYSTEMS

2.8 REPAIR RATES

The hourly rate or flat rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price.

2.9 PURCHASE OF SIMILAR ITEMS BASED ON PRICE QUOTES

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation. The County shall be the sole judge of what constitutes a reasonable price.

2.10 AVAILABILITY OF CONTRACT TO OTHER ENTITIES

It is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all services specified herein from the awarded bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agencies.

2.11 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, contact: Jocelyn R. Fulton, at (305) 375-4735 or email – fultonj@miamidade.gov.
PARTS AND REPAIR SERVICES FOR FLIGHT INSTRUMENTS AND AVIONIC SYSTEMS

3.1 SCOPE OF WORK

The vendor(s) shall provide parts and repair services for flight instruments and avionic systems as required by the County. The vendor(s) shall provide repair services inclusive of labor, supplies, tools, equipment, parts, etc., to test and overhaul, repair and maintain flight instruments and avionic systems.

3.2 GROUP I: PARTS AND SERVICES FOR FLIGHT INSTRUMENTS

The vendor(s) shall provide parts and repair services for flight instruments. Flight instruments are the instruments in the cockpit of an aircraft that provide the pilot with information about the flight situation of that aircraft, such as altitude, speed and direction.

The following is a list (not all inclusive) of flight instruments for which parts and repair services may be purchased:

a. Cylinder head temperature
b. Oil pressure indicator
c. Fuel pressure indicator
d. Compass
e. Direction gyros
f. Altimeters
g. Airspeed indicators
h. Engine and rotor tachometers
i. Fuel flow meters
j. Manifold pressure gauges
k. Artificial horizon indicators
l. Turn co-coordinators
m. Digital and Analog Clocks
n. Vertical Speed Indicators
o. Pulselight Control Units
p. Radar Altimeters
q. Dynamometers
r. Video Monitors
s. Video Camera Control Components
t. Power Converters / Inverters
u. Air Data Computers
v. Altitude Encoders
w. Emergency Lighting Components
x. Headsets and Flight Helmets

3.3 GROUP II: PARTS AND SERVICES FOR AVIONIC SYSTEMS

The vendor(s) shall provide parts and repair services for avionic systems. Avionics are the electronic systems used on aircraft. These electronic systems include communications, navigation, the display and management of multiple systems, and the hundreds of systems that are fitted to aircraft to perform individual functions.
PARTS AND REPAIR SERVICES FOR FLIGHT INSTRUMENTS AND AVIONIC SYSTEMS

The following is a list (not all inclusive) of avionic systems for which parts and services may be purchased:

a) Very High Frequency (VHF) transceivers
b) R-Navigation equipment
c) Very High Frequency Omni-directional Radio Range (VOR) receivers
d) Transponders
e) Very High Frequency Omni-directional Radio Range (VOR) indicators
f) Audio switching panels
g) Instrument Landing System (ILS) glide slope indicators
h) Fuel flow distance time indicator
i) Distance measuring equipment
j) Auto pilots - # axial
k) Storm scope radar
l) Wulfsburg transceiver and components
m) Ultra High Frequency radio
n) Loran C navigation system
o) A.D.F. radio receiver
p) GPS Navigational Receiver / Transmitters
q) Emergency Locator Transmitters
r) Traffic Avoidance Systems (TAS)
s) Traffic and Collision Alert Devices (TCAD)
t) Moving Map Systems
u) Microwave Downlink Equipment
v) Slass System Components
w) DVR Digital Recording Systems
x) NVG Compatible Instruments and Avionics
y) Public Address System Amplifiers

3.4 **DISCOUNT FOR PARTS (GROUP I and II)**

Parts for flight instruments and avionic systems used for repairs or purchased by the County shall be supplied by the vendor at Manufacturer Suggested Retail Price (M.S.R.P.) minus (-) any available percentage discount. The County will verify the costs for all parts purchased or used for repairs.

3.5 **OVERHAUL AND REPAIR SERVICES**

3.5.1 When overhaul and repair services are identified by participating County departments, the department representative will request a quote and make available the items to be repaired for the vendor to inspect and submit a cost estimate for repairs. Inspection and troubleshooting may take place at the County's facility.

3.5.2 The vendor shall submit a written itemized quote estimate including the number of calendar days in which the work, repair, and/or service will be completed upon issuance of the order by the County. The estimate must reflect the total cost of each service by: 1) number of hours and the awarded hourly rate or flat rate for completed service; and 2) the cost for parts based on the awarded percentage discount from Manufacturers Suggested Retail Price (M.S.R.P.) The quote shall contain no other line item charges. The vendor shall provide evidence of the M.S.R.P. upon request. The actual charge to the County shall not
PARTS AND REPAIR SERVICES FOR FLIGHT INSTRUMENTS AND AVIONIC SYSTEMS

exceed ten percent (10%) of the vendor's initial estimate without the expressed prior approval from the County.

3.5.3 Unless otherwise authorized by the County, the vendor shall submit its quotations no later than twenty-four (24) hours after inspection of the items to be repaired. If the primary vendor fails to respond within the allowed time period, the County may contact the secondary vendor to inspect the items to be repaired and provide a quotation for overhaul and/or repair services. Vendors shall state in their cost estimates, the approximate time, in number of days, it will take to repair the equipment. For priority items, the primary and secondary vendors may be contacted. The County may award the repair services based on the number of days quoted to complete the service.

3.6 EMERGENCY REPAIRS

For emergency repairs, the County will contact the primary vendor for each group. If the primary vendor does not respond within two (2) hours during regular working hours, (Monday through Friday, 8:00 A.M. to 5:00 P.M.) after notification by the County, the secondary vendor may be contacted to provide emergency services, or the County may obtain the required emergency services elsewhere. Quote estimates for emergency repairs must meet the requirements of Section 3, Paragraph 3.5.1 and 3.5.2.

3.7 DELIVERY AND COMPLETION OF WORK

3.7.1 The vendor shall deliver parts and supplies within forty-eight (48) hours after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) fail to deliver as stated above, the County reserves the right to cancel the order on a default basis. If the order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the vendor from the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

3.7.2 The vendor shall specify in the estimate for each order the number of calendar days which it will guarantee to complete the work, repair, and/or service from the date the order is approved by the County. Time for completion may be considered a factor in determining whether the primary or secondary vendor will be granted the order. The completion date shall not exceed the number of calendar days as originally offered by the vendor after the approval by an authorized County representative.

All work shall be performed in accordance with good commercial practice. The work
PARTS AND REPAIR SERVICES FOR FLIGHT INSTRUMENTS AND AVIONIC SYSTEMS

schedule and completion dates shall be adhered to by the vendor(s); except in such cases where the completion date will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) fail to complete the work within the number of days as stated in its estimate, or the “not-to-exceed” timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the repair order with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the vendor from the contract for default.

3.8 BACK ORDER ALLOWANCE: BACK ORDERS SHALL REQUIRE WRITTEN AUTHORIZATION

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor is required to deliver all items to the County within the time specified in Section 3.7 above; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the vendor fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the incumbent vendor for any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

3.9 WARRANTY SHALL BE NINETY (90) DAYS FROM DATE OF ACCEPTANCE

3.9.1 In addition to all other warranties that may be supplied by the vendor, the vendor shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of ninety (90) days after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the period of ninety (90) days; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

3.9.2 The vendor shall promptly correct any deficiency, at no cost to the County, within forty-eight (48) hours after the County notifies the vendor of such deficiency in writing. If the vendor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor may be debarred as a County vendor and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within forty-eight (48) hours after receipt of the notice. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another contractor and charge the
PARTS AND REPAIR SERVICES FOR FLIGHT INSTRUMENTS AND AVIONIC SYSTEMS

vendor for any additional costs that are incurred by the County for this work or items; either
through a credit memorandum or through invoicing.

3.10 NOTIFICATION TO BEGIN SERVICES

The vendor shall neither commence any repair, overhaul or emergency services until a Work
Order, Purchase Order, or Authorization (written/verbal) directing the vendor to proceed with
work has been received from an authorized County representative.
Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

Opening: 2:00 P.M.
Wednesday
March 20, 2013

Miami-Dade County

Please quote prices f.o.b. destination, freight allowed, less taxes, delivered in Miami-Dade County, Florida.

Note: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by:
Jocelyn
R. Fulton

Date Issued: March 6, 2013
This Bid Submittal Consists of Pages 10 through 14 plus Affidavits

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Title:
Parts and Repair Services for Flight Instruments and Avionic Systems

A Bid Deposit in the amount of 0.00 the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of 0.00 the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

Do not write in this space

Accepted
Higher than low
Non-Responsive
Non-Responsible
Date B.C.C.
No bid
Item Nos. Accepted

Procurement Contracting Officer: Jocelyn R. Fulton

Return one original and two copies of bid submittal pages and affidavits.

Failure to sign the bid submittal form in section 4 will render your bid non-responsive.
GROUP I – PARTS AND REPAIR SERVICES FOR FLIGHT INSTRUMENTS

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GROUP II – PARTS AND REPAIR SERVICES FOR AVIONIC SYSTEMS

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Check box as appropriate

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<tr>
<td>Two (2) Copies of Originals (Bid Submittal &amp; Affidavits)</td>
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<td>FAA Certificates:</td>
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<td>FAA repair station certificate per Section 2, Para 2.4.1.1</td>
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<td>FAA certified A&amp;P mechanic certificate per Section 2, Para 2.4.1.2</td>
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SECTION 4
BID SUBMITTAL FOR:

PARTS AND REPAIR SERVICES FOR
FLIGHT INSTRUMENTS AND AVIONIC SYSTEMS

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:
LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated ______________________
Addendum #2, Dated ______________________
Addendum #3, Dated ______________________
Addendum #4, Dated ______________________
Addendum #5, Dated ______________________
Addendum #6, Dated ______________________
Addendum #7, Dated ______________________
Addendum #8, Dated ______________________

PART II:
☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

__________________________________________________________________________

FIRM NAME: ________________________________________________________________

AUTHORIZED SIGNATURE: ______________________ DATE: __________

TITLE OF OFFICER: _________________________________________________________
Bid Title: **PARTS AND REPAIR SERVICES FOR FLIGHT INSTRUMENTS AND AVIONIC SYSTEMS**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

☐ Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _______. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.

**LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Business Certification (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is ________________________________________________________________________________.
LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program
For the County’s information, the bidder is requested to indicate, at ‘A’ and ‘B’ below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder’s expression of general interest at ‘A’ and ‘B’ below is for the County’s information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?
   Yes ____________ No ____________

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?
   Yes ____________ No ____________

Firm Name:________________________________________________________
Street Address:____________________________________________________
Mailing Address (if different):__________________________________________
Telephone No.:________________________Fax No.:_____________________
Email Address:______________________________________________________
FEIN No. ____________
Prompt Payment Terms:____%____ days net ______ days (Please see paragraph 1.2 H of General Terms and Conditions)
Signature: ________________________________ (Signature of authorized agent)
**By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.**
Print Name:______________________________________ Title:________________________

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.
APPENDIX

AFFIDAVITS

FORMAL BIDS
in accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Identification Number (FEIN)</th>
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**Affidavits and Legislation/ Governing Body**

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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1.</td>
<td>Miami-Dade County Ownership Disclosure&lt;br&gt;Sec. 2-8.1 of the County Code</td>
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<tr>
<td>2.</td>
<td>Miami-Dade County Employment Disclosure&lt;br&gt;County Ordinance No. 00-153, amending Section 2-8.1(c)(2) of the County Code</td>
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<tr>
<td>3.</td>
<td>Miami-Dade County Employment Drug-free Workplace Certification&lt;br&gt;Section 2-8.1.2(b) of the County Code</td>
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<tr>
<td>4.</td>
<td>Miami-Dade County Disability Non-Discrimination&lt;br&gt;Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95</td>
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<td>5.</td>
<td>Miami-Dade County Debarment Disclosure&lt;br&gt;Section 10.38 of the County Code</td>
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<td>6.</td>
<td>Miami-Dade County Vendor Obligation to County&lt;br&gt;Section 2-8.1 of the County Code</td>
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<td>7.</td>
<td>Miami-Dade County Code of Business Ethics&lt;br&gt;Article 1, Section 2-8.1(b) and 2-11(a)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code</td>
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<tr>
<td>8.</td>
<td>Miami-Dade County Family Leave&lt;br&gt;Article V of Chapter 11 of the County Code</td>
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<td>9.</td>
<td>Miami-Dade County Living Wage&lt;br&gt;Section 2-8.9 of the County Code</td>
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<td>10.</td>
<td>Miami-Dade County Domestic Leave and Reporting&lt;br&gt;Article 8, Section 11A-60 11A-67 of the County Code</td>
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**Notary Public Information**

Notary Public – State of____________ County of____________

Subscribed and sworn to (or affirmed) before me this ______________ day of, ______________ 20___.

by ______________

He or she is personally known to me □ or has produced identification □

Type of identification produced ______________

Signature of Notary Public ______________

Serial Number ______________

Print or Stamp of Notary Public ______________

Expiration Date ______________

Notary Public Seal ______________

Page 1 of 3

Revised 1/12/12
FAIR SUBCONTRACTING PRACTICES  
(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

________________________________________  __________________________
Signature                                      Date

Page 2 of 3

Revised 2/11/11
SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent _______________________________ FEIN # ________________
Project/Contract Number ____________________________________________

In accordance with Section 2-8.1, 2-8.8 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers, or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Plase duplicate this form if additional space is needed.)

<table>
<thead>
<tr>
<th>Business Name and Address of First Tier Subcontractor/Subconsultant</th>
<th>Principal Owner</th>
<th>Scope of Work to be Performed by Subcontractor/Subconsultant</th>
<th>Principal Owner (Enter the number of male and female owners by race/ethnicity)</th>
<th>Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)</th>
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<td>Native Hawaiian/Other</td>
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<tr>
<th>Business Name and Address of First Tier Direct Supplier</th>
<th>Principal Owner</th>
<th>Supplies/Materials/Services to be Provided by Supplier</th>
<th>Principal Owner (Enter the number of male and female owners by race/ethnicity)</th>
<th>Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)</th>
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I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent _______________________________ Print Name _______________________________ Print Title _______________________________ Date ____________

Sub 100 Rev. 6/12

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.