

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. FB-01062

Re-Bid
 Other – _____
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: EVN0000216
 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Purchase and Repair of Cables and Circuit Testers

Description:
 The purpose of this solicitation is to establish a contract for the purchase and repair of cables, cable heads and circuit testers for the Miami-Dade County Aviation Department (MDAD).

Issuing Department: SPD
 Contact Person: Heylicken Espinoza
 Phone: 305-375-3026

Estimate Cost/Value: \$800,000
 GENERAL FEDERAL OTHER
 Funding Source: Propr. Funds

ANALYSIS

Commodity Codes:	03523	03540	28095		
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:	US Airmotive Worldwide Corp.				
Small Business Enterprise:					
Contract Value:	\$743,820.00				
Comments:					

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: Heylicken Espinoza
 Date sent to SBD: 1/13/23
 Date returned to SPD:

SECTION 2

ADDITIONAL/SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase and repair of cables, cable heads and circuit testers for the Miami-Dade County Aviation Department (MDAD).

2.2 TERM OF CONTRACT

This Contract shall commence 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 Purchase Order issued by the County. The Contract shall expire on the last month of the five-year term.

2.3 METHOD OF AWARD

Award of this contract will be made to the responsive, responsible Bidder who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a Bidder fails to submit an offer on all items, its overall offer may be rejected.

2.4 SUBMITTAL REQUIREMENTS

Bidders shall submit following qualifying documents, however the County reserves the right to request additional information in accordance with Section 1, paragraph 1.5.(L):

- 2.4.1** Bidder or Bidder's Subcontractor shall be regularly engaged in the business of providing for the purchase and repair of cables, cable heads and circuit testers to be considered for award. Bidder or Bidder's Subcontractor shall provide three (3) ***different*** references from customers to whom the Bidder or Bidder's Subcontractor has provided or is currently providing the goods and services as described throughout this Solicitation. In lieu of the references from the Bidder or Bidder's Subcontractor, the County will consider the references from Bidder's key personnel in accordance with Resolution No. 1122-21.

The references should include the customer's company name, and the contact person's name, title, address, telephone number, and e-mail address, who can verify that the Bidder/key personnel/Subcontractor has successfully provided the goods/services (Section 4: Bid Submittal – Checklist). These references shall ascertain to the County's satisfaction that the Bidder/key personnel/Subcontractor has sufficient expertise in the industry and its firm is properly equipped to perform the required goods/services.

- 2.4.2.** Bidder(s) shall submit the name of a company representative, along with contact information. This shall be the individual in the organization who is cognizant of industry standards and is authorized to discuss matters pertaining to the resultant contract, to provide the County with support and information. The company representative shall be able to communicate with the County and shall have full authority to act on behalf of the Bidder on all matters related to the resultant contract. All resources shall be available twenty-four (24) hours a day to provide immediate support and expedite services.

2.5 PRICES

The initial contract prices resultant from this solicitation shall remain firm and fixed for no less than twelve (12) months from the effective date of the Contract. It is the awarded Bidder's responsibility to request any price adjustment. The awarded Bidder's request for adjustment must be submitted to the County's Strategic Procurement Department for review no less than 90 days prior to expiration of the current contract year. The County may consider a price adjustment based on the Producer Price Index (PPI), Series ID PCU335931335931, as calculated and published by the Bureau of Labor Statistics of the United States Department of Labor. This adjustment request should not be in excess of the relevant pricing index change

The adjustment will be applied by calculating the percentage change between the index values effective on the first day of the twelve (12) month period and the most recent index available on the day of adjustment. The day of adjustment will be the last business day of the twelve (12) month period.

The County reserves the right to reject any price adjustments submitted by the awarded Bidder.

2.6 DELIVERY

The awarded bidder shall make deliveries within the number of days identified in the purchase order. Delivery shall be made in accordance with good commercial practice and required delivery timeframe shall be adhered to by the Awarded Bidder; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the Awarded Bidder. In these cases, the Awarded Bidder shall notify MDAD of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County

2.7 RELATED EXPENSES/TRAVEL EXPENSES/SHIPPING

The Bidder's firm fixed costs requested in this solicitation and submitted by a Bidder, include any costs for travel, shipping, and miscellaneous expenses. No additional costs will be accepted by the County.

2.8 RISK OF LOSS

The Awarded Bidder assumes the risk of loss or damage to the property during shipment or possession of such property by the Awarded Bidder, and until delivery to, and acceptance of, that property to the property owner. The Awarded Bidder shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the Awarded Bidder or a third party.

2.9 ACCEPTANCE OF PRODUCT BY THE COUNTY

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If the awarded Bidder's product is determined to not meet the specifications and requirements of this Contract, either prior to acceptance or upon initial inspection, the item will be returned, at awarded Bidder's expense, to the awarded Bidder. At the County's own option, the awarded Bidder shall either provide a direct replacement for the item, or provide a full credit for the returned item. The awarded Bidder shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.10 ADDITIONAL ITEMS/SERVICES

If additional items/services similar in nature are required, price quotes shall be obtained from the awarded Bidder. If the County determines that the price submitted by the Bidder is not competitive, the County reserves the right to acquire the services through a separate solicitation.

2.11 INSURANCE REQUIREMENTS

The Insurance Requirement included in Section 1, Paragraph 1.2, Item A (2), Commercial General Liability is replaced with the following:

1.22 Item A (2) Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County must be shown as additional insured with respect to this coverage.**

The Insurance Requirement included in Section 1, Paragraph 1.22 Item A (3), Automobile Liability Insurance does not apply to this solicitation*. The following language has been added in place of Automobile Liability Insurance:

1.22 Item A (3)- shall be in effect during the term of the contract in an amount not less than the full replacement cost of all County Cables and Testers in the care, custody, and control of the vendor at any one time.

***Under no circumstance** are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A.) at Miami International Airport without obtaining Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. \$1 million limit applies at all other airports.

2.12 METHOD OF PAYMENT

Awarded Bidder shall submit invoices and any associated back-up documentation electronically or in hard copy format to the County as follows:

Miami-Dade County Aviation Department
PO Box 526624
Miami, FL 33152-6624
Attention: Accounts Payable
OR
Email to: payables@miami-airport.com

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

Refer to Section 1, General Terms and Conditions, Paragraph 1.36, Invoices, for further requirements.

2.13 SMALL BUSINESS ENTERPRISE CONTRACT MEASURE (Not applicable.)

TBD

2.14 COUNTY USER ACCESS PROGRAM (UAP)

The UAP provision included in Section 1, paragraph 1.37 does not apply.

2.15 WARRANTY

In addition to General Terms and Conditions, Section 1.7, the Awarded Bidder shall provide MDAD with applicable warranty information for each item under this contract.

2.16 TRUST AGREEMENT

2.16.1 Incorporation of Trust Agreement by Reference

Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that, to the extent of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, and the level of rents, fees or charges required hereunder and their periodic modification or adjustment as may be required by the provisions of the Amended and Restated Trust Agreement dated as of the 15th day of December, 2002 as amended from time to time, by and between among the County and the JP Morgan Chase Bank as Trustee and Wachovia Bank, National Association as Co-trustee ("the Trust Agreement"), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. at all times during the term of this Agreement. Copies of the Trust Agreement are available for inspection in the offices of the Department during normal working hours.

2.16.2 Adjustment of Terms and Conditions

If, at any time during the term or any extension thereto, as applicable, of this Agreement, a Federal agency or court of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the County by the Lessee or by other Lessees under other Agreements of the County for the lease or use of facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals, fees and charges required to be paid under this Agreement in such a manner as the County shall determine is necessary and reasonable so that the rentals, fees and charges payable by the Lessee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the County has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions including the adjustment of rentals, fees and charges upon the issuance of written notice from the Department to the Lessee.

2.17 TITLE VI - LIST OF PERTINENT NON-DISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- i) The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SECTION 3

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

This Contract is for purchase and repair of cables, cable heads and circuit testers for The County's Aircraft 400 Hz Ground Power System.

3.2 DESCRIPTION OF CABLES, CABLE HEADS, AND CIRCUIT TESTERS

- A. Multi-Conductor banded Aircraft Assemblies are to be provided in both configurations (Female plugs on both ends and Female on 1 end and lug terminals on the other end):

Cable assemblies shall be in accordance with MIL-C-7974D Specification. The 400 Hz Cable Assemblies shall consist of A, B, C Phase & N (Neutral) supply wires. Each lead shall consist of a single conductor MIL-C5756C cable. Phase A, B, C, & N shall be approximately 2/0 AWG. Control leads E & F shall also be per MIL-C-575C #12 AWG (2) conductors. Provide jumper wire between pins E & F in the plug. The plug shall be Anderson Power Products or approved equal, field attachable, MS25486-3/ (R67G36B). Each cable assembly shall be approximately 65 feet and 85 foot in lengths and banded together with stainless steel bands.

Lug Terminals for A, B, C	Phase shall be MS20659-120
Lug Terminals for N	Phase shall be MS20659-136
Lug Terminals E & F	Phase shall be MS20659-106

Lug terminals shall be attached to one end of the cable and plug attached to the other end. A ball stop is to be attached to the cable approximately 2 ½ feet behind plug. Some cables entire length should be protected with orange scuff cover.

The County may purchase 65', 85' or 100' cable assemblies.

- B. Single Jacketed Aircraft Cable Assembly with female aircraft plugs on each end. Assemblies are to be provided in both configurations (Female plugs on both ends and Female on 1 end and lug terminals on the other end):

Cable assemblies shall be in accordance with MIL-C-7974D Specification. The 400 Hz Cable assemblies shall consist of A, B, C Phase & N (Neutral) supply wires. Phase A, B, C shall be approximately 1/0 AWG. Phase N (Neutral) shall consist of 3#6 AWG jumper wire between pins E & F in the plug. All wire shall be manufactured Anderson Power Products or approved equal, field attachable, R67G76B. Each cable assembly shall be approximately 65 feet and 85 foot in length as required.

Lug Terminals for A, B, C	Phase shall be MS20659-18B
Lug Terminals for N	Phase shall be MS20659-143
Lug Terminals for E & F	Phase shall be MS20659-106

Lug terminals shall be attached to one end of the cable and plug attached to the other end. Plugs should be yellow fluorescent in color. If yellow is not available then black will be accepted.

The County may purchase 65', or 85' cable assemblies.

- C. Cable Protective Cover
- D. R67G36EY Plug, Female AC 400 Hz
- E. R65G3E Plug, Female DC 28.5 VDC
- F. 400 Hz circuit testers.
- G. 28 VDC Aircraft Power Cable 60 Feet, 2 4/0 AWG. (MCM P/N DD&-5670-60)
- H. Multi conductor Banded Aircraft Cable Assembly Double Head (Female) 4 2/0 AWG 65' & 85'
- I. Multi Conductor Banded Aircraft Assembly Male each 4 2/0 AWG 10'
- J. Male Head 4 2/0 (MCM P/N DA01-5572-5)
- K. Heat Shrink (US Airmotive P/N SPC 450)

3.3 REPAIR SERVICE

The awarded Bidder shall provide repair services for cables and circuit testers. The cables and testers that require repair services will be shipped to the awarded Bidder's facility at the County's cost. Upon receipt of such items from the County, the awarded Bidder shall provide a written report of the problem with correction recommendation(s), and a detailed cost estimate within 14 calendar days of receipt of items. This written cost estimate shall be based on the hourly rate (see Paragraph 3.4) of the awarded Bidder and shall include breakdown of material costs, delivery of repaired items to the County, and the number of days needed to repair the items for the County. Once the County reviews and approves the written estimate provided by the awarded Bidder, the repair services may commence.

3.4 HOURLY RATE FOR REPAIR SERVICES

The hourly rate shall be deemed to provide full compensation to the awarded Bidder for labor, equipment used to repair (provided by awarded Bidder), and any other element of cost or price to repair cables and circuit testers.

SECTION 4

BID SUBMITTAL CHECKLIST

TO BE COMPLETED BY ALL BIDDERS	
Refer to Paragraph 2.4 to ensure that Bidder's responses and attachments comply with the Solicitation's requirements.	
Paragraph Reference	Description
2.4.1	<p>Bidder or Bidder's Subcontractor shall be regularly engaged in the business of for the purchase and repair of cables, cable heads and circuit testers to be considered for award. Bidder or Bidder's Subcontractor shall provide three (3) <i>different</i> references from customers to whom the Bidder has provided or is currently providing the goods and services as described throughout this Solicitation. In lieu of the references from the Bidder or Bidder's Subcontractor, the County will consider the references from Bidder's key personnel in accordance with Resolution No. 1122-21.</p> <p>The references should include the customer's company name, and the contact person's name, title, address, telephone number, and e-mail address, who can verify that the Bidder/Subcontractor/Bidder's key personnel has successfully provided the goods/services. These references shall ascertain to the County's satisfaction that the Bidder has sufficient expertise in the industry and its firm is properly equipped to perform the required goods/services.</p> <p>Reference Company Name No. 1: <input type="text"/></p> <p>Is reference for the Bidder, Subcontractor, or key personnel: <input type="text"/></p> <p>If Subcontractor, then identify the name of the Subcontractor: <input type="text"/></p> <p>If key personnel, then identify the name of the key personnel: <input type="text"/></p> <p>and make sure that company key personnel worked for is listed <u>above</u> as "Reference Company 1."</p> <p>Contact's name: _____ Title: _____</p> <p>Address: _____</p> <p>Phone Number: _____ Email: _____</p> <p>Reference Company Name No. 2: <input type="text"/></p> <p>Is reference for the Bidder, Subcontractor, or key personnel: <input type="text"/></p> <p>If Subcontractor, then identify the name of the Subcontractor: <input type="text"/></p> <p>If key personnel, then identify the name of the key personnel: <input type="text"/></p> <p>and make sure that company key personnel worked for is listed <u>above</u> as "Reference Company 2."</p> <p>Contact's name: _____ Title: _____</p> <p>Address: _____</p> <p>Phone Number: _____ Email: _____</p>

	<p>Reference Company Name No. 3: <input type="text"/></p> <p>Is reference for the Bidder, Subcontractor, or key personnel: <input type="text"/></p> <p>If Subcontractor, then identify the name of the Subcontractor: <input type="text"/></p> <p>If key personnel, then identify the name of the key personnel: <input type="text"/></p> <p>and make sure that company key personnel worked for is listed <u>above</u> as "Reference Company 3."</p> <p>Contact's name: _____ Title: _____</p> <p>Address: _____</p> <p>Phone Number: _____ Email: _____</p>	
<p>2.4.2</p>	<p>Bidder shall assign a competent representative who is cognizant of industry standards and is authorized to discuss matters pertaining to the resultant Contract and provide the County with support and information. The Bidder's representative shall be able to communicate with the County and shall have full authority to act on behalf of the Bidder on all matters related to the resultant Contract. Bidders are required to provide their authorized representative's name, phone number, and e-mail address. All resources shall be available twenty-four (24) hours a day to provide immediate support and expedite services.</p> <p>Name of Bidder's Authorized Representative: _____</p> <p>Title of Bidder's Authorized Representative: _____</p> <p>Phone Number: _____</p> <p>E-mail address: _____</p>	

SECTION 2

ADDITIONAL/SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase and repair of cables, cable heads and circuit testers for the Miami-Dade County Aviation Department (MDAD).

2.2 TERM OF CONTRACT

This Contract shall commence 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 Purchase Order issued by the County. The Contract shall expire on the last month of the five-year term.

2.3 METHOD OF AWARD

Award of this contract will be made to the responsive, responsible Bidder who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a Bidder fails to submit an offer on all items, its overall offer may be rejected.

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The adjustment will be applied by calculating the percentage change between the index values effective on the first day of the twelve (12) month period and the most recent index available on the day of adjustment. The day of adjustment will be the last business day of the twelve (12) month period.

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1.22 Item A (2) Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County must be shown as additional insured with respect to this coverage.**

The Insurance Requirement included in Section 1, Paragraph 1.22 Item A (3), Automobile Liability Insurance does not apply to this solicitation*. The following language has been added in place of Automobile Liability Insurance:

1.22 Item A (3)- shall be in effect during the term of the contract in an amount not less than the full replacement cost of all County Cables and Testers in the care, custody, and control of the vendor at any one time.

***Under no circumstance** are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A.) at Miami International Airport without obtaining Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. \$1 million limit applies at all other airports.

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Miami-Dade County Aviation Department
PO Box 526624
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Attention: Accounts Payable
OR
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The County may at any time designate a different address and/or contact person by giving written notice to the other party.

Refer to Section 1, General Terms and Conditions, Paragraph 1.36, Invoices, for further requirements.

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TBD

2.14 COUNTY USER ACCESS PROGRAM (UAP)

The UAP provision included in Section 1, paragraph 1.37 does not apply.

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In addition to General Terms and Conditions, Section 1.7, the Awarded Bidder shall provide MDAD with applicable warranty information for each item under this contract.

2.16 TRUST AGREEMENT

2.16.1 Incorporation of Trust Agreement by Reference

Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that, to the extent of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, and the level of rents, fees or charges required hereunder and their periodic modification or adjustment as may be required by the provisions of the Amended and Restated Trust Agreement dated as of the 15th day of December, 2002 as amended from time to time, by and between among the County and the JP Morgan Chase Bank as Trustee and Wachovia Bank, National Association as Co-trustee ("the Trust Agreement"), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. at all times during the term of this Agreement. Copies of the Trust Agreement are available for inspection in the offices of the Department during normal working hours.

2.16.2 Adjustment of Terms and Conditions

If, at any time during the term or any extension thereto, as applicable, of this Agreement, a Federal agency or court of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the County by the Lessee or by other Lessees under other Agreements of the County for the lease or use of facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals, fees and charges required to be paid under this Agreement in such a manner as the County shall determine is necessary and reasonable so that the rentals, fees and charges payable by the Lessee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the County has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions including the adjustment of rentals, fees and charges upon the issuance of written notice from the Department to the Lessee.

2.17 TITLE VI - LIST OF PERTINENT NON-DISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- i) The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SECTION 3

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

This Contract is for purchase and repair of cables, cable heads and circuit testers for The County's Aircraft 400 Hz Ground Power System.

3.2 DESCRIPTION OF CABLES, CABLE HEADS, AND CIRCUIT TESTERS

- A. Multi-Conductor banded Aircraft Assemblies are to be provided in both configurations (Female plugs on both ends and Female on 1 end and lug terminals on the other end):

Cable assemblies shall be in accordance with MIL-C-7974D Specification. The 400 Hz Cable Assemblies shall consist of A, B, C Phase & N (Neutral) supply wires. Each lead shall consist of a single conductor MIL-C5756C cable. Phase A, B, C, & N shall be approximately 2/0 AWG. Control leads E & F shall also be per MIL-C-575C #12 AWG (2) conductors. Provide jumper wire between pins E & F in the plug. The plug shall be Anderson Power Products or approved equal, field attachable, MS25486-3/ (R67G36B). Each cable assembly shall be approximately 65 feet and 85 foot in lengths and banded together with stainless steel bands.

Lug Terminals for A, B, C	Phase shall be MS20659-120
Lug Terminals for N	Phase shall be MS20659-136
Lug Terminals E & F	Phase shall be MS20659-106

Lug terminals shall be attached to one end of the cable and plug attached to the other end. A ball stop is to be attached to the cable approximately 2 ½ feet behind plug. Some cables entire length should be protected with orange scuff cover.

The County may purchase 65', 85' or 100' cable assemblies.

- B. Single Jacketed Aircraft Cable Assembly with female aircraft plugs on each end. Assemblies are to be provided in both configurations (Female plugs on both ends and Female on 1 end and lug terminals on the other end):

Cable assemblies shall be in accordance with MIL-C-7974D Specification. The 400 Hz Cable assemblies shall consist of A, B, C Phase & N (Neutral) supply wires. Phase A, B, C shall be approximately 1/0 AWG. Phase N (Neutral) shall consist of 3#6 AWG jumper wire between pins E & F in the plug. All wire shall be manufactured Anderson Power Products or approved equal, field attachable, R67G76B. Each cable assembly shall be approximately 65 feet and 85 foot in length as required.

Lug Terminals for A, B, C	Phase shall be MS20659-18B
Lug Terminals for N	Phase shall be MS20659-143
Lug Terminals for E & F	Phase shall be MS20659-106

Lug terminals shall be attached to one end of the cable and plug attached to the other end. Plugs should be yellow fluorescent in color. If yellow is not available then black will be accepted.

The County may purchase 65', or 85' cable assemblies.

- C. Cable Protective Cover
- D. R67G36EY Plug, Female AC 400 Hz
- E. R65G3E Plug, Female DC 28.5 VDC
- F. 400 Hz circuit testers.
- G. 28 VDC Aircraft Power Cable 60 Feet, 2 4/0 AWG. (MCM P/N DD&-5670-60)
- H. Multi conductor Banded Aircraft Cable Assembly Double Head (Female) 4 2/0 AWG 65' & 85'
- I. Multi Conductor Banded Aircraft Assembly Male each 4 2/0 AWG 10'
- J. Male Head 4 2/0 (MCM P/N DA01-5572-5)
- K. Heat Shrink (US Airmotive P/N SPC 450)

3.3 REPAIR SERVICE

The awarded Bidder shall provide repair services for cables and circuit testers. The cables and testers that require repair services will be shipped to the awarded Bidder's facility at the County's cost. Upon receipt of such items from the County, the awarded Bidder shall provide a written report of the problem with correction recommendation(s), and a detailed cost estimate within 14 calendar days of receipt of items. This written cost estimate shall be based on the hourly rate (see Paragraph 3.4) of the awarded Bidder and shall include breakdown of material costs, delivery of repaired items to the County, and the number of days needed to repair the items for the County. Once the County reviews and approves the written estimate provided by the awarded Bidder, the repair services may commence.

3.4 HOURLY RATE FOR REPAIR SERVICES

The hourly rate shall be deemed to provide full compensation to the awarded Bidder for labor, equipment used to repair (provided by awarded Bidder), and any other element of cost or price to repair cables and circuit testers.

SECTION 4

BID SUBMITTAL CHECKLIST

TO BE COMPLETED BY ALL BIDDERS	
Refer to Paragraph 2.4 to ensure that Bidder's responses and attachments comply with the Solicitation's requirements.	
Paragraph Reference	Description
2.4.1	<p>Bidder or Bidder's Subcontractor shall be regularly engaged in the business of for the purchase and repair of cables, cable heads and circuit testers to be considered for award. Bidder or Bidder's Subcontractor shall provide three (3) <i>different</i> references from customers to whom the Bidder has provided or is currently providing the goods and services as described throughout this Solicitation. In lieu of the references from the Bidder or Bidder's Subcontractor, the County will consider the references from Bidder's key personnel in accordance with Resolution No. 1122-21.</p> <p>The references should include the customer's company name, and the contact person's name, title, address, telephone number, and e-mail address, who can verify that the Bidder/Subcontractor/Bidder's key personnel has successfully provided the goods/services. These references shall ascertain to the County's satisfaction that the Bidder has sufficient expertise in the industry and its firm is properly equipped to perform the required goods/services.</p> <p>Reference Company Name No. 1: <input type="text"/></p> <p>Is reference for the Bidder, Subcontractor, or key personnel: <input type="text"/></p> <p>If Subcontractor, then identify the name of the Subcontractor: <input type="text"/></p> <p>If key personnel, then identify the name of the key personnel: <input type="text"/></p> <p>and make sure that company key personnel worked for is listed <u>above</u> as "Reference Company 1."</p> <p>Contact's name: _____ Title: _____</p> <p>Address: _____</p> <p>Phone Number: _____ Email: _____</p> <p>Reference Company Name No. 2: <input type="text"/></p> <p>Is reference for the Bidder, Subcontractor, or key personnel: <input type="text"/></p> <p>If Subcontractor, then identify the name of the Subcontractor: <input type="text"/></p> <p>If key personnel, then identify the name of the key personnel: <input type="text"/></p> <p>and make sure that company key personnel worked for is listed <u>above</u> as "Reference Company 2."</p> <p>Contact's name: _____ Title: _____</p> <p>Address: _____</p> <p>Phone Number: _____ Email: _____</p>

	<p>Reference Company Name No. 3: <input type="text"/></p> <p>Is reference for the Bidder, Subcontractor, or key personnel: <input type="text"/></p> <p>If Subcontractor, then identify the name of the Subcontractor: <input type="text"/></p> <p>If key personnel, then identify the name of the key personnel: <input type="text"/></p> <p>and make sure that company key personnel worked for is listed <u>above</u> as "Reference Company 3."</p> <p>Contact's name: _____ Title: _____</p> <p>Address: _____</p> <p>Phone Number: _____ Email: _____</p>	
<p>2.4.2</p>	<p>Bidder shall assign a competent representative who is cognizant of industry standards and is authorized to discuss matters pertaining to the resultant Contract and provide the County with support and information. The Bidder's representative shall be able to communicate with the County and shall have full authority to act on behalf of the Bidder on all matters related to the resultant Contract. Bidders are required to provide their authorized representative's name, phone number, and e-mail address. All resources shall be available twenty-four (24) hours a day to provide immediate support and expedite services.</p> <p>Name of Bidder's Authorized Representative: _____</p> <p>Title of Bidder's Authorized Representative: _____</p> <p>Phone Number: _____</p> <p>E-mail address: _____</p>	