

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☐ New Contract ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency
☒ Re-Bid ☐ Other

Previous Contract/Project No.

8606-0/18

LIVING WAGE APPLIES: ☐ YES ☒ NO

Requisition No./Project No.:

FB-01118

TERM OF CONTRACT

5 years

Requisition /Project Title:

LOADING BRIDGE TIRE SERVICES

Description:

This solicitation will establish a contract for the purchase of loading bridge tire services for Miami-Dade County.

Issuing Department:

MDAD

Contact Person:

James Boyle

Phone:

(305) 876-0566

Estimate Cost:

\$300,000

GENERAL FEDERAL

OTHER

Funding Source:

PROPRIETARY

ANALYSIS

Commodity Codes:

035

863

060-87

928-82

Contract/Project History of previous purchases three (3) years
Check here ☐ if this is a new contract/purchase with no previous history.

EXISTING

2ND YEAR

3RD YEAR

Contractor:

Oxford Electronics Inc. d/b/a/
Oxford Airport Technical
Services

Small Business Enterprise:

Contract Value:

\$627,354 for 66 months

Comments:

Continued on another page (s): ☐ Yes ☒ No

RECOMMENDATIONS

SBE

Set-aside

Sub-contractor goal

Bid preference

Selection factor

X

Basis of recommendation:

Market Research identified vendors who can provide the required services. If competition yields any SBE vendors who meet the specified qualifications, Bid Preference is recommended.

Date sent to SBD: 11/09/2018

Signed:

Amelia M. Cordova-Jimenez

Date returned to DPM:

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of loading bridge tire services for Miami-Dade County.

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 Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the last month of the five (5) year contract term.

2.3 METHOD OF AWARD

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

If the Awarded Bidder fails to perform in accordance with the terms and conditions of the contract, the Bidder may be deemed in default of the contract. If the Awarded Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder.

2.4 PRICES

The initial contract prices resultant from this solicitation shall prevail for no less than a 12 month period from the contract's initial effective date. Prior to completion of each 12 month period, the County may consider an adjustment to prices based on changes in the flowing price index: Consumer Price Index (CPI, urban Consumer Miami / Fort Lauderdale, Other Goods, Series ID: _____, _____. The adjustments may be upward or downward.

It is the Awarded Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of the next 12 month period, the request for adjustment should be submitted 90 days prior to the expiration of the then current 12 month period. This adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received, then County will assume that the Awarded Bidder has agreed to the current prices.

The adjustment will be applied by calculating the percentage change (increase or decrease) between the index value effective on the first day of the 12 month period and the most recent index available on the date of adjustment. Day of adjustment will be the last business day of the 12 month period. The County reserves the right to reject any price adjustments submitted by the Awarded Bidder if they are not in accordance with the above.

2.5 INSURANCE

This section supersedes Section 1, Paragraph 1.22, A. The Awarded Bidder shall furnish to the Internal Services Department, Strategic Procurement Division, Vendor Outreach, 111 NW 1 Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which

indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Bidder as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

***Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. 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. \$1 million limit applies at all other airports.**

2.6 DEFICIENCIES IN WORK TO BE CORRECTED

The Awarded Bidder shall promptly correct all apparent and latent deficiencies or defects in any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are reported in writing, to the Awarded Bidder, by the County's project administrator. The Awarded Bidder shall bear all costs of correcting such rejected work.

If the Awarded Bidder fails to correct the work within the period specified, the County may, at its discretion, notify the Awarded Bidder, in writing, that the Awarded Bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the Awarded Bidder fails to correct the work within the period specified in the notice, the County shall place the Awarded Bidder in default, obtain the services of another vendor to correct the deficiencies, and charge the Awarded Bidder for these costs; either through a deduction from the final payment owed or through invoicing. If the Awarded Bidder fails to honor this invoice or credit memo, the County may terminate the contract for default.

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).

2.8 FAA Special Provisions

i) Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with

the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal.

Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the

contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. 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 nondiscrimination statutes and authorities; including but not limited to:

- 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);
- 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);
- 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);
- 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 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);
- 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, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- 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;
- 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);
- 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;

- 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);
- 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).

- ii) All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

- iii) All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

2.9 MIAMI-DADE COUNTY UNITED STATES SOCCER FEDERATION 2026 WORLD CUP

The terms of this agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018. In carrying out its obligations under this Contract, the Consultant shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Consultant's rights or obligations under this Contract are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to Consultant, the terms of this Contract shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Contract, Consultant shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Contract for convenience; in such termination, the Consultant shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Contract does not elect to terminate this Contract within the time specified herein, this contract shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

2.10 USER ACCESS PROGRAM

Section 1, Paragraph 1.36 does not apply to this Solicitation.

SECTION 3

TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

Miami-Dade County currently has 128 Passenger Boarding Bridges (PBB) for which both pneumatic and solid tire repair services are needed. The Awarded Bidder shall furnish all labor, material, and equipment necessary for satisfactory and timely contract performance, and shall maintain adequate stock of all items needed to perform full, leak, and emergency services as described below.

The Awarded Bidder shall inspect the wheel halves for visible damage when working on any wheel assembly. Completed wheel assemblies shall carry the Awarded Bidder's serviceable tag.

All replacement components shall be compatible with their respective manufacturer wheel assembly (See attached specifications). The County currently has installed the following brands:

- FMC Jetway
- Thyssen Krupp
- Stearns

The Awarded Bidder will not remove tires from the PBBs, rather County staff will dismount and reinstall the wheel assembly from and to the PBBs. Services include the dismount of tires, inspection of rim halves, and loading bridge tire services as further described in Section 3.4.

All used/replaced parts, except tires, shall be returned to the County. Worn or non-serviceable tires shall be lawfully disposed of by the Awarded Bidder. The Awarded Bidder must provide disposal proof at the County's request.

3.2 PICK-UP / DROP-OFF LOCATION

The Awarded Bidder shall pick-up and drop-off passenger loading tire/wheels sets from Miami-Dade County's Warehouse located at Building 3040, 4331 N.W. 22 Street, Miami, Florida 33122.

3.3 TIRE DESCRIPTION

A. SOLID TIRES

Solid Tires: Solid 40" x 14" and 40" x 16" "non-flyable" aircraft tires for FMC-Jetway, Thyssen Krupp, and Stearns, respectively. Solid tires for A380 PBBs shall be 40" x 20". In addition, new nuts, bolts, washers, and other consumables shall be furnished. Nuts and bolts shall be at least Grade 8; only new nuts, washers and bolts shall be used. Solid tire repairs shall include revulcanization of the wheel for the Thyssen Krupp models and replacement of the rubber tire for the FMC-Jetway models.

B. PNEUMATIC TIRES

Pneumatic Tires: recapped smooth-tread 40" x 14", 24 ply "non-flyable" aircraft tires, new liners, tire tubes, nuts, bolts, washers, and other consumables. Nuts and bolts shall be at least Grade 8; only new nuts, washers, and bolts shall be used. All pneumatic repairs shall include reassembly with new bolts, new nuts, new washers, and re-charge with nitrogen to 60 pounds per square inch gauge (psig).

3.4 LOADING BRIDGE TIRE SERVICE

FULL AND LEAK SERVICES

The Awarded Bidder shall respond within 24 hours to the County's request for wheel assembly pick-up and shall deliver the completed unit(s) within five (5) business days for all full and leak services.

- A. **PNEUMATIC TIRE FULL SERVICE** shall include dismounting of the tire from the wheel assembly, cleaning the wheel halves, inspection of all components, cleaning and repacking of bearings, cleaning and lubrication of bearing races, and re-assembly with new tube and liner. Wheel halves shall be torqued to a value of 200 ft.-lbs. Nitrogen charge shall include a 24 hour static leak check. All wheel assemblies shall receive a final inspection prior to delivery to the County.
- B. **SOLID TIRE FULL SERVICE**
 - 1. Thyssen Krupp and Stearns PBBs shall include dismounting the tire from the wheel assembly and re-vulcanizing the tire to the wheel.
 - 2. FMC-Jetway solid tire services shall include dismounting the tire from the wheel half and reassembling with new bolts, new nuts, and new washers. Wheel halves shall be torqued to a value of 200 ft.-lb.
- C. **PNEUMATIC TIRE LEAK SERVICE** shall include dismounting of the tire from the wheel assembly, cleaning the wheel halves, inspection of all components, re-assembly with new tube and new liner, and re-mounting the original tire. Any tire penetration found during the servicing shall be patched from the inside only. Wheel halves shall be torqued to a value of 200 ft.-lbs. Nitrogen charge shall include a 24 hour static leak check. All wheel assemblies shall receive a final inspection prior to delivery to the County.

EMERGENCY SERVICES

Emergency services shall be provided 24 hours, 7 days a week. Emergency repair response time defined as the time from acknowledged notification to completion of repair of unit(s) shall be completed within eight (8) hours after written notification by the County. For the emergency service, the 24 hour pneumatic tire static leak check will be waived.

- D. **PNEUMATIC AND SOLID TIRE EMERGENCY SERVICE**

The hourly rate provided in Section 4.1 shall be deemed to provide full compensation to the Awarded Bidder for emergency services for labor and equipment used to make needed repairs, and any other element of cost or price.

All unusable materials and debris shall be removed from the premises at the end of each work shift, and disposed of in a lawful manner. The Awarded Bidder shall clean all areas where work has been involved.

3.5 WORK ACCEPTANCE

The work will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work appropriate invoicing.