

☒ New
☐ OTR
☐ Sole Source
☐ Bid Waiver
☐ Emergency
 Previous Contract/Project No. 4470-0/17

☐ Contract
☐ Re-Bid
☐ Other

LIVING WAGE APPLIES: ☐ YES ☒ NO

Requisition No./Project No.: **IB-00829**
 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

The purpose of this solicitation is to establish a replacement contract for purchase of new/re-built and rental of Teledyne Continental engines for two Cessna planes owned by Police Department.

Issuing Department:	Police Department	Contact Person:	Laura Romano	Phone:	305-471-2596
Estimate Cost:	\$150,000	Funding Source:	<div>GENERAL</div> <div>X</div>	<div>FEDERAL</div> <div></div>	<div>OTHER</div> <div></div>

<u>Commodity Codes:</u>		035-30				
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:	Propel Aviation Sales & S					
Small Business Enterprise:						
Contract Value:	\$800,000	\$		\$		
Comments:						
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO						

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				
Basis of recommendation:				
Signed: <i>Lourdes Betancourt</i>		Date sent to SBD: 2/8/2018		
		Date returned to DPM:		

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for purchase and rental of Teledyne Continental aircraft engines. The solicitation is organized into the following Groups:

GROUP III: PURCHASE OF TELEDYNE CONTINENTAL ENGINES

GROUP IV: RENTAL OF TELEDYNE CONTINENTAL ENGINES

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, Procurement Management Division. The contract shall expire on the last day of the sixtieth month.

2.3 METHOD OF AWARD

2.3.1 GROUP III - PURCHASE OF TELEDYNE CONTINENTAL ENGINES

Award of Group III will be on an item-by-item basis to the responsive and responsible Bidder(s) who submits the lowest price per item listed under this group and who meets the requirement below:

2.3.1.2 If bidding on new engines, Bidder must be regularly engaged in the business of providing new Teledyne Continental engines.

2.3.1.3 If bidding on re-built engines, Bidder must be regularly engaged in the business of providing rebuilt Teledyne Continental engines.

2.3.2 GROUP IV - RENTAL OF TELEDYNE CONTINENTAL ENGINES

Award of Group IV will be made to the lowest priced responsive, responsible Bidder who offers the lowest price in the aggregate for rental of Teledyne engines listed under this group.

2.3.2.1 Bidder must be regularly engaged in the business of rental of Teledyne engines within the past three years.

2.4 PRICES

If the Bidder is awarded a contract under this solicitation, the prices proposed by the awarded Bidder shall remain fixed and firm during the first three (3) years of the contract except for percentage discounts which shall remain fixed for the entire contract term.

Yearly price adjustments will be considered if submitted ninety (90) days prior to the commencement of the fourth and fifth year of the contract. If no adjustment request is received from the awarded Bidder(s), the County will assume that the Awarded Bidder(s) have agreed that there will be no price increases. Any

adjustment request received after the commencement of the fourth and fifth yearly period may not be considered. Price adjustment requests are allowed to be applied at the beginning of each subsequent year (year 4 and year 5).

2.4.1 The County may consider an adjustment to price for the fourth and fifth year, based on changes in the following indices:

- a) Group III: Adjustment based on Manufacturer's Price Increase. Manufacturer's invoice showing increased price must be provided to the County for the adjustment to be considered.
- b) Group IV: Adjustment based on changes in the following index not to exceed a three percent (3%):

Consumer Price Index for All Urban Consumers (CPI-U), Selected areas, all items index- Miami-Ft. Lauderdale, Fl. Series No. CUURA320SA0, CUUSA320SA0.

2.4.2 For Groups I, II and IV, it is the awarded Bidders' responsibility to request any pricing adjustment under this provision.

2.4.3 The County reserves the right to negotiate lower pricing after completion of the initial three (3) year period based on market research information or other factors that influence price. The County reserves the right to apply yearly reduction in pricing for the fourth and fifth years based on the downward movement of the applicable index prior to the conclusion of the fourth and fifth, year of the contract. The County reserves the right to reject any price adjustments submitted by the awarded Bidder and/ terminate the contract for convenience per Section 1 Paragraph 1.25.

2.5 INSURANCE

Additional or revised insurance requirements may be necessary when performing work in certain County facilities that limit or restrict access. In addition to Section 1, General Terms and Conditions, Section 1.22 Insurance Requirements:

2.5.2 Groups III and IV:

2.6 EQUAL PRODUCT CANNOT BE CONSIDERED ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS REQUIRED FOR ALL GROUPS

For Group II, all engines must be traceable to the original equipment manufacturer. The Awarded Bidder must provide the manufacturer's certifications for new engines. For re-manufactured engines, proof must be provided to demonstrate that the work was performed by the manufacturer.

2.7 DELIVERY REQUIREMENTS

2.7.1 GROUP III:

The awarded Bidder shall deliver engines within seven (7) days 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 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 the County of the delays in advance of the original delivery date so that a revised delivery schedule can be submitted and approved by the County.

Should the awarded Bidder 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 awarded Bidder with any re-procurement costs. If the awarded Bidder fails to honor these re-procurement costs; the County may terminate the awarded Bidder from the contract for default.

2.7.2 GROUP IV:

The awarded Bidder shall deliver engines 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 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 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.

2.8 WARRANTY

2.8.1 ENGINES (GROUP III)

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the engine manufacturer, the awarded Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum of two (2) years (new engines) and eighteen (18) months (re-manufactured engines) after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force as stipulated above; regardless of whether the awarded Bidder 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 awarded Bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The awarded Bidder shall promptly correct any deficiency, at no cost to the County, within seven (7) calendar days after the County notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder 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 awarded Bidder, in writing, that the awarded Bidder may be debarred and/or subject to contractual default if the corrections or replacements 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 satisfy the warranty within the period specified in the notice, the County may (a) place the awarded Bidder in default of its

contract, and/or (b) procure the products or services from another Bidder and charge the awarded Bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.9 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).

Since the goods that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-300.4, Section 60-741.4, and Section 60-741.5 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

2.10.1 Exemption to Certain Clauses

As a federally-funded project, certain clauses within this solicitation do not apply:

Section 1 Paragraph 1.11 (Local Preference); Section 1 Paragraph 1.28 (Office of the Inspector General); Section 1 Paragraph 1.36 (County User Access Program (UAP)); Section 1 Paragraph 1.44 (Small Business (SBE) Measures); Section 1 Paragraph 1.45 (Local Certified Veteran's Business Enterprise Preference); and Section 1 Paragraph 1.47 (First Source Hiring Referral Program)

2.10 HOURLY RATE (GROUP IV)

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

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The awarded Bidder for each group shall provide the following:

3.2 GROUP III: PURCHASE OF TELEDYNE CONTINENTAL ENGINES

The engines shall be new or re-manufactured by the Original Equipment Manufacturer with a manufacturer FAA Form 8130 Airworthiness Approval Tag, copy of documents sent to the manufacturer listing history of repairs and work performed on the engine and certification that the engine is new or remanufactured. Installation of new or remanufactured engines will be performed by the County.

Awarded Bidder shall extend to the County any discounts, or trade in credit for engines offered by the manufacturer for factory rebuilt or factory new engines.

3.3 GROUP IV: RENTAL OF ENGINES

Awarded Bidder shall rent loaner aircraft engines to the County as replacements for Teledyne Continental Engine Models IO-520F17B and TSIO-520P. The County will be responsible for installing all rental engines.

