

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

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

Previous Contract/Project No.

Previous – ITB-5968-0/18

LIVING WAGE APPLIES: ☐ YES ☐ NO

Requisition No./Project No.: **RQAV1800019**

TERM OF
CONTRACT

Five (5) Years

Requisition /Project Title: **PURCHASE AND REPAIR OF CABLES AND CIRCUIT TESTER**

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

Issuing Department: **Aviation**

Contact
Person: **Bryan Gorrita**

Phone: **305-375-4254**

Estimate Cost:

GENERAL FEDERAL OTHER

Funding Source: **Proprietary**

ANALYSIS

Commodity Codes: **28080**

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:

Small Business Enterprise:

Contract Value:

\$450,000

Comments:

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

RECOMMENDATIONS

SBE

Set-aside

Sub-contractor goal

Bid preference

Selection factor

Basis of
recommendation:

Date sent to SBD: **8/27/18**

Signed: **Bryan Gorrita**

Date returned to PMS:

Revised April 2005

SECTION 2 **SPECIAL CONDITIONS**

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for purchase and repair of cables, cable heads and circuit testers for 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 distributed by the County's Internal Services Department, Procurement Management Services Division and contingent upon the completion and submittal of all required bid documents. 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 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. The County will award the total contract to a single Bidder.

2.4 PRICES

Prices shall remain fixed and firm for no less than one year from the effective date of the Contract. Prior to the end of the initial one-year period and for each subsequent year thereafter, the County will review price adjustments for items 1 through 15 only based on the Producer Price Index:

Series Id: PCU335931335931 Industry: Current-carrying wiring device manufacturing
Product: Current-carrying wiring device manufacturing Base Date: 198112 published by the Bureau of Labor Statistics of the United States Department of Labor.

It is the awarded Bidders' responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of next one-year period, the request for adjustment should be submitted ninety (90) days prior to expiration of the then current one-year period. This adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received, the 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 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 if they are not in accordance with the above.

2.5 DELIVERY

The awarded bidder(s) shall make deliveries within the number of days identified in the purchase order.

2.7 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.

2.9 ADDITIONAL ITEMS

While the County has listed all major items within this solicitation which are utilized by County in conjunction with their operations, there may be similar items used by the County during the term of this Contract. Under these circumstances, a County representative will contact the awarded Bidder to obtain a price quote for the similar items. The County reserves the right to award these similar items to the awarded Bidder.

2.10 COUNTY USER ACCESS PROGRAM (UAP)

The UAP provision included in Section 1, Paragraph 1.36 does not apply to this solicitation.

2.11 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).
- i. 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.

- ii. 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.

2.12 Miami-Dade County – US 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, Contractor 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 Contractor'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 Contractor, 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, Contractor 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 Contractor 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 Contractor 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.

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 (Paragraph 3.4 below) 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 FOR:

Purchase and Repair Of Cables, Cable Heads And Circuit Testers For Aircraft 400 Hz Ground Power System

Bidder: _____

Item No.	Cables, Cable Heads, and Circuit Testers Description	Estimated Annual Quantity	Unit Price
1.	Multi-Conductor Banded Aircraft Assembly 65 Feet (Section 3, Paragraph 3.2A)	7	
2.	Multi-Conductor Banded Aircraft Cable Assembly 85 Feet (Section 3, Paragraph 3.2A)	7	
3.	Multi-Conductor Banded Aircraft Cable Assembly 100 Feet (Section 3, Paragraph 3.2A)	3	
4.	Single Jacketed Aircraft Cable Assembly 65 Feet (Section 3, Paragraph 3.2B)	7	
5.	Single Jacketed Aircraft Cable Assembly 85 Feet (Section 3, Paragraph 3.2B)	7	
6.	Cable Protective Cover	2	
7.	R67G36EY Plug, Female AC 400 Hz	150	
8.	R65G3E Plug, Female DC 28.5 VDC	6	
9.	400 Hz circuit testers	2	
10.	28 VDC Aircraft Power Cable 60 Feet, 2 4/0 AWG. (MCM P/N DD&-5670-60)	2	
11.	Multi Conductor Banded Aircraft Cable Assembly Double Head (Female) 4 2/0 AWG 65' & 85'	5	
12.	Multi Conductor Banded Aircraft Assembly Male each 4 2/0 AWG 10'	5	
13.	Male Head 4 2/0 (MCM P/N DA01-5572-5	5	
14.	Heat Shrink (US Airmotive P/N SPC 450	50ft	
	Repair Service	Estimated Hours Per Year	Hourly Rate
15.	Hourly rate for repair of cables, cable heads, and circuit testers. See Section 3, Paragraphs 3.4	180	\$_____