

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1. PURPOSE

This Request to Qualify (RTQ) will establish a Prequalified Pool of Vendors (Pool) that will be used to solicit hardware, parts, repairs, and maintenance for various Innovative Electronic Designs (IED) systems for the Miami-Dade Aviation Department (MDAD). Placement in the Pool is **not** a contract between Miami-Dade County (County) and the Vendor, but an acknowledgement that the Vendor meets the qualifications as outlined throughout this RTQ. Vendor Submittals are accepted throughout the term of the RTQ for placement in such Pool.

2.2. DEFINITIONS

Invitation to Quote (ITQ) – Shall refer to the solicitation of quotes from the Pool for specific goods and/or services; and awarded based on lowest price, or other quantifiable criteria.

Prequalified Pool of Vendors (Pool) – Shall refer to business entities/individuals determined by the County's Internal Services Department, Strategic Procurement Division, as meeting the minimum standards of business competence, financial ability, and/or product quality for placement in the Pool, and which may submit quote or proposal, at the time of need.

Vendor – Shall refer to a business entity/individual responding to this RTQ.

Submittal - Shall refer to all information, attachments and forms submitted in response to this RTQ.

Work Order Proposal Request (WOPR) – Shall refer to the solicitation of offers from the Prequalified Pool of Vendors for specific goods and/or services; and evaluated and awarded based on best value.

2.3. TERM

The Pool shall be established on the first calendar day of the month succeeding approval 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 Pool shall expire on the last day of the last month of the five (5) year term.

2.4. QUALIFICATION CRITERIA

Vendor(s) shall meet the following criteria to be considered for placement in the Pool and for participation in future solicitations:

- A. Vendor(s) shall provide three signed professional references on company letterhead, to demonstrate that the Vendor is regularly engaged in the business of providing goods and services as described throughout this solicitation. The County must be able to ascertain from Vendor provided references, to its satisfaction, that the Vendor has sufficient experience in

providing IED hardware, parts, repairs, and maintenance.

B. Vendor(s) shall be an IED certified contractor. This proof may be in the following form:

Manufacturer Letter – The Manufacturer Letter shall be a letter detailing the Vendor's active status as an IED certified contractor on the manufacturer's letterhead and shall be signed by an authorized manufacturer's representative.

C. Vendor(s) shall provide the contact information of a designated representative to provide the County with support and information concerning orders placed and to receive future spot market competitions. Vendor shall provide the representative's name, phone number, and email address.

Vendor(s) shall provide all of the specified information, documents and attachments listed above with their Submittal as proof of compliance with the requirements of this RTQ. However, the County may, at its sole discretion and in its best interest, allow Vendors to complete, supplement or supply the required documents throughout the term of the RTQ. It shall be the sole right of the County to determine the number of Vendors which will be included in the Pool. During the term of the RTQ, the County reserves the right to add or delete Vendors as it deems necessary, and in its best interest.

2.5. INSURANCE

Insurance is **not** required in order to be prequalified under this RTQ. Insurance requirements may be detailed in the subsequent ITQ or WOPR.

2.6. SPOT MARKET QUOTES

Vendors in the Pool will be invited to participate in future spot market competitions, as needed. The spot market competitions will be in the form of an ITQ or WOPR that will include the specific goods and/or services required, and may include provisions, as applicable.

For federally funded projects/programs, additional provisions may apply in accordance with the funding source. The following provisions from Section 1, General Terms and Conditions shall be exempted from such solicitations, as indicated in the ITQ or WOPR.

- Local Preferences
- User Access Program (UAP) Fee
- SBE Measures
- Local Certified Veteran Business Enterprise Preference
- First Source Hiring Referral Program
- SBE Prompt Payment Terms
- Office of Inspector General Fee

2.7. 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.

2.8. 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 Consultant 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.

2.9. COUNTY USER ACCESS PROGRAM (UAP)

As referenced in Section 1, UAP does not apply to this Solicitation.

SECTION 3

TECHNICAL SPECIFICATIONS

3.1. SCOPE OF WORK

It is the intent of this solicitation to identify and make available to the County, Vendors who are IED Certified Contractors, capable of providing hardware, parts, repairs, and maintenance on various IED systems, for Miami-Dade Aviation Department (MDAD), on an “as needed basis”.

3.2. GOODS/SERVICES TO BE PROVIDED

A. Hardware and Parts

The County will purchase hardware and parts on an as needed basis.

B. Repairs

Repairs may include, but are not limited to, the repair of equipment, hardware, parts, and core system components as deemed necessary by MDAD.

C. Maintenance

Maintenance may include, on-site maintenance to maintain or restore the functionality and condition of the designated equipment and associated components. Maintenance may also include on-site assembly and installation.

SECTION 4

SUBMITTAL FORM

VENDOR: _____

QUALIFICATION CRITERIA TO BE COMPLETED BY ALL VENDORS		
Refer to Section 2.4, Qualification Criteria, to ensure that Submittal complies with solicitation requirements.		
Reference Section	Requirements	Copy Attached
2.4.A.	Vendor(s) shall provide three signed professional references on company letterhead, to demonstrate that the Vendor is regularly engaged in the business of providing goods and services as described throughout this solicitation. The County must be able to ascertain from Vendor provided references, to its satisfaction, that the Vendor has sufficient experience in providing IED hardware, parts, repairs, and maintenance.	<input type="checkbox"/>
2.4.B.	Vendor(s) shall be an IED certified contractor. This proof may be in the following form: Manufacturer Letter – The Manufacturer Letter shall be a letter detailing the Vendor’s active status as an IED certified contractor on the manufacturer’s letterhead and shall be signed by an authorized manufacturer’s representative.	<input type="checkbox"/>
2.4.C.	Vendor(s) shall provide the contact information of a designated representative to provide the County with support and information concerning orders placed and to receive future spot market competitions. Vendor shall provide the representative’s name, phone number, and email address. Phone Number: _____ E-Mail Address: _____ Representative Name: _____	<input type="checkbox"/>