

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. N/A

Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQAV2000006
 TERM OF CONTRACT 1 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Live Fire Training Simulator for Miami-Dade Fire Rescue

Description: The County is seeking qualified and experneced firms to provide MDRF with a live fire training simulator for fire rescue personnel.

Issuing Department: ISD, SPD
 Contact Person: Jason Edelstein
 Phone: 305.375.4211

Estimate Cost: \$60,000.00

Funding Source:
 GENERAL General
 FEDERAL
 OTHER

ANALYSIS

Commodity Codes:	34045	34087			
Contract/Project History of previous purchases three (3) years Check here <input checked="" 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:	N/A	N/A	N/A		
Small Business Enterprise:	N/A	N/A	N/A		
Contract Value:					
Comments: 					

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: Jason Edelstein	Date sent to SBD: 03/27/2020
	Date returned to SPD:

SECTION 2
SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to solicit competitive bids for the rental of a Mobile Aircraft Rescue and Firefighting (ARFF) Live-Fire Training Simulator, for the Miami-Dade Aviation Department (MDAD), Fire Rescue Division.

2.2 TERM OF CONTRACT

The contract shall commence succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Purchase Order issued by the Internal Services Department, Strategic Procurement Division. ~~The contract shall expire on the last day of the 12th month, and shall remain in effect until such time as the goods are delivered and services are completed and accepted by the County's authorized representative.~~

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2.3 METHOD OF AWARD

Award of this contract will be made to the lowest responsive, responsible Bidder who meets the qualifications listed below.

QUALIFICATION CRITERIA

- a) Bidder(s) are required to demonstrate that their firm has been providing Mobile ARFF Training Props, as requested in this solicitation and outlined in Section 3, "Technical Specifications". Bidder(s) shall provide three (3) client letters. The letters shall be signed and include the dates of service, goods provided, work performed, and client contact information.
- b) Bidder(s) shall provide the name of the Project Manager and/or Supervisor, along with their contact information. This shall be the individual in the organization who is knowledgeable and experienced in providing the listed services and who will serve as the primary point of contact for the County. The Project Manager and/or Supervisor shall have full authority to act on behalf of the Bidder on all matters related to the services outlined throughout this solicitation.

Bidder(s) shall submit the specified information listed above with their bid submittal as proof of compliance to the requirements of this solicitation. However, the County may, at its sole discretion and in its best interest, allow Bidder(s) to complete, supplement or supply the required information during the evaluation period.

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 price proposed by the Bidder shall be fixed and firm, throughout the term of the contract.

Upon award of the contract, the Awarded Bidder shall provide the County a cost breakdown of all unit costs as described in Section 4.2 Price Sheet that must equal the total aggregate price indicated by the Awarded Bidder.

The County shall have the right to change the estimated quantities of rental days (training days), increase or decrease, based on the County's needs during the term of the contract. No additional cost shall be paid by the County for delivery, freight, or setup and breakdown fees. County shall have the right to change the delivery location of the Mobile ARFF Training Prop(s), as needed.

2.5 INSURANCE

The following clause replaces the insurance requirements listed on Section 1.22, Paragraph A. for Commercial General Liability Insurance and Paragraph A.2 & 3, for Automobile Liability Insurance:

- A. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- B. 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.

2.6 WARRANTY REQUIREMENTS

The Awarded Bidder shall be responsible for promptly correcting any deficiency, at no additional cost to the County, within twenty-four (24) hours after the County notifies the Awarded Bidder of such deficiency in writing. If the Awarded Bidder fails to repair or replace the defective items, the County may, at its discretion, notify the Awarded Bidder, in writing, that the Awarded Bidder may be subject to contractual default if the repairs or replacements are not completed to the satisfaction of the County within twenty-four (24) hours of receipt of the notice. If the Awarded Bidder fails to repair or replace the items 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 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.

2.7 EQUAL PRODUCTS

The manufacturer's name and product SKU number information or description contained in this solicitation are used for the sole purpose of establishing the minimum requirements of level of quality, standard of performance, and design, and is in no way intended to prohibit the offer of another manufacturer's product of equal level of quality, standard of performance, and design unless otherwise indicated.

This specific solicitation requires submission of the following supporting documentation to enable County evaluation of "equal" products offered by the Bidder:

- Manufacturer's Product Information Sheet.
- Additional supporting product literature.

Submitted supporting documentation must in total, meet the required specifications set forth within this Solicitation. Where the submitted supporting documentation provides information that does not comply with the specifications, the Bidder shall state, in an official letter on corporate letterhead as part of their bid submittal, the differences between the product they are specifically offering, and the product described and referenced in this Solicitation, to substantiate compliance to all of the specifications set forth in this Solicitation.

The approval or rejection, of a Bidder's offered product as an equal product that meets the minimum requirements of level of quality, standard of performance, and design as requested by the County, is at the sole discretion of the County. Failure to offer an equal product or failure to submit the required supporting documentation of an offered product, as specified in this section, may result in the rejection of the Bidder's Bid.

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 User Access Program (UAP)

As listed in Section 1, Paragraph 1.36 Terms and Conditions, UAP is not applicable to this solicitation.

2.10 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 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.

SECTION 3
TECHNICAL SPECIFICATIONS

3.1 OVERVIEW

This purpose of this solicitation is to solicit competitive bids for the rental of one (1) Mobile Aircraft Rescue and Firefighting (ARFF) Live-Fire Training Simulator for the Miami-Dade Aviation Department (MDAD), Fire Rescue Division, to comply with Title 14 Code of Federal Regulations Part 139 in reference to U.S. Department of Transportation, Federal Aviation Administration, Advisory Circular 150/5210-17C.

All aircraft rescue and firefighting (ARFF) personnel must participate in at least one live-fire drill prior to initial performance of rescue and firefighting duties and every 12 consecutive calendar months thereafter.

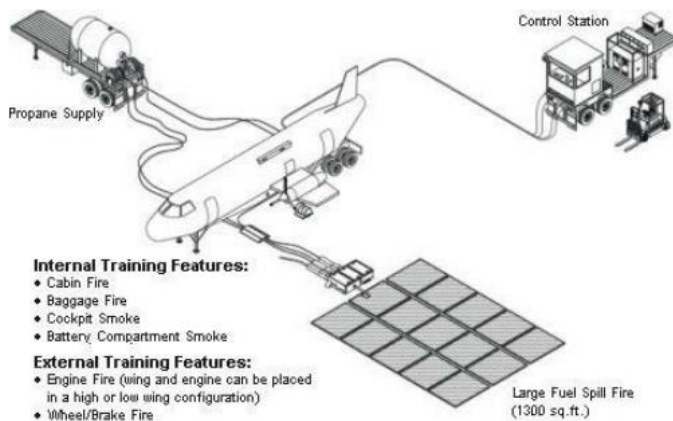
3.2 SCOPE OF WORK REQUIREMENTS

The awarded vendor shall provide an FAA certified mobile ARFF Live-Fire Training Simulator as required and stated in FAA AC No. 150/5210-17C and Quarter 1 F Y 2020 Addendum List of ARFF Training Facilities.

MDAD Fire Rescue Division requires one (1) mobile ARFF Live-Fire Training Simulator for two (2) training sessions, each session is two (2) weeks in length.

The awarded vendor will be required to deliver, set-up, operate, and breakdown the mobile ARFF live-fire training simulator, as required. In addition, the awarded vendor shall provide any repair and support services and any related accessories required for the full operation of the simulator, exclusive of propane fuel used for the training which will be provided by the Fire Rescue Division.

Below is an example of ARFF Live-Fire Training Simulator.



Commented [PM1]: Does the vendor need to provide an FAA certification of the simulator?

If so, should we make it part of their qualification criteria?

Commented [WT(2R1)]: Listed as an approved ARFF Mobile Training Source as required by FAA AC No. 150/5210-17C and Quarter 1 F Y 2020 Addendum List of ARFF Training Facilities.

Commented [PM3]: I included an example of a ARFF Training Simulator. Not sure if you want to keep it or remove, since our requirements may be different. Please advise.

Commented [WT(4R3)]: This example will be sufficient.

All associated costs (travel, labor, equipment) must be included in the rental price quoted.

3.3 TRAINING SCHEDULE DATES

Training sessions:

- Session 1: May 11th through May 22nd, 2020
- Session 2: November 2nd through November 13th, 2020

Commented [WT(5): May 11th through 22nd, 2020

Training will take place Monday thru Friday between 1500 - 2300 hours.

3.4 TRAINING SITE – DELIVERY LOCATION

The ARFF Live-Fire Simulator shall be delivered and set-up at the Training Site, which is located at the following address:

Miami Dade Fire Rescue Training Center
9300 NW 41 ST
Doral, FL 33178

Commented [PM6]: Will vendor need to pull any permits to set-up the ARFF Simulator?

Commented [WT(7R6): No... Set-up will be at MDR Training Facility, a state approved live fire training site

3.5 MAINTENANCE AND REPAIR

The awarded vendor shall be responsible for any and all necessary repairs, testing and maintenance of the ARFF Live-Fire Simulator, to allow for a fully operational training simulator, during any and all the training sessions, during the term of the contract.