

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

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

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

Requisition No./Project No.: RQAV2000021
 TERM OF CONTRACT 1 YEAR(S) WITH 5 YEAR(S) OTR

Requisition /Project Title: Miami-Opa Locka Airport Tower AWOS Backup System

T:
 This solicitation is for the purchase, installation and on-going maintenance and support of a back-up Automated Weather Observation Station (AWOS) for the Miami Opa-Locka Executive Airport Air Traffic Control Tower.

Issuing Department: Strategic Procurement
 Contact Person: Pablo Martinez
 Phone: 305-375-4254

Estimate Cost: 60,000

Funding Source:
 GENERAL
 FEDERAL
 OTHER Proprietary

ANALYSIS

Commodity Codes:	220-87	961-88	939-72	
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:				
Small Business Enterprise:				
Contract Value:				
Comments:				

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: Pablo Martinez	Date sent to SBD: 05/13/2020
	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 purchase of a back-up Automated Weather Observation Station (AWOS) for the Miami Opa-Locka Executive Airport Air Traffic Control Tower, for Miami-Dade Aviation Department (MDAD).

2.2 TERM OF CONTRACT

The 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 issued by the Internal Services Department, Strategic Procurement Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for (12) twelve months and upon completion of the expressed and/or implied warranty periods.

The County also reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period or beyond any of the renewals.

2.3 OPTION TO RENEW FOR FIVE (5) ADDITIONAL YEARS

The initial contract prices resultant from this solicitation shall prevail for a twelve (12) month(s) period from this contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional five (5) year period. The vendor shall maintain, for the entirety of the stated additional period, the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

The County reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

Should the vendor decline the County's right to exercise the option period, the County will consider the vendor in default which decision shall effect that vendor's eligibility for future contracts.

NOTE: IF MULTIPLE VENDORS ARE INVOLVED UNDER A GIVEN CONTRACT, ANY OPTIONS TO RENEW WILL BE RESTRICTED TO THE SPECIFIC ITEMS OF WORK INITIALLY AWARDED TO ANY SPECIFIC VENDOR.

2.4 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 offer an AWOS I system that has been certified for use by the FAA. The bidder shall provide proof of FAA certification, along with their submittal.

- 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 work/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.

2.5 PRICES

The price proposed by the Bidder shall be fixed and firm, throughout the term of the contract. All associated costs (travel, labor, equipment) must be included in the price quoted.

Upon award of the contract, the Awarded Bidder may be required to 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.

2.6 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.

2.7 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.

2.8 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

Commented [MP(1)]: Insurance requirements needs to be verified by MDAD Risk and ISD.

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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.

2.9 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

Commented [MP(3): Not sure if this is needed. I included it in case MDAD wants to specify a specific AWOS system in the specifications. Please let me know if I should remove or keep.

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.

2.10 User Access Program (UAP)

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

2.11 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

The purpose of this solicitation is to solicit competitive bids for the purchase, installation, maintenance and support of a Back-up Automated Weather Observation Station Class "I" (AWOS I), for the Miami-Opa-locka Executive Airport Tower, on behalf of Miami-Dade Aviation Department (MDAD). The AWOS I system shall be certified by the Federal Aviation Administration, under Advisory Circular 150/5200-16 latest edition.

The Miami-Opa-locka Executive Airport Air Traffic Control Tower is owned and maintained by Miami-Dade Aviation Department (MDAD), and the tower is operated as a Federal Aviation Administration (FAA) Contract Tower (FCT). Furthermore, MDAD is responsible for providing and maintaining all the electronic equipment at the Air Traffic Control Tower (ATCT) for the safe and efficient control of aircraft utilizing the airport facilities with the exclusion of the Aircraft Radar Service and certain NAVAIDS which are provided by the FAA directly.

3.2 SCOPE OF WORK REQUIREMENTS

The awarded vendor shall provide an FAA certified AWOS I system, in accordance with the specifications listed herein:

An AWOS I will have the following Weather Sensors:

1. Wind Speed
2. Wind Direction
3. Wind Gust
4. Variable wind direction
5. Temperature
6. Dew point
7. Altimeter Setting
8. Density Altitude
9. All sensors and equipment used for the Back-up AWOS I have to be certified by the FAA under AC 150/5200-16 latest edition.
10. The ATCT Tower Cab will have two (2) 19 to 21 inch monitors for remote display of the Automated Weather Observation Data for the Air Traffic Controllers.
11. The Central AWOS Server/Computer will be located inside the ATCT Equipment Room below the Tower Cab.
12. An existing 30 Ft Tower previously used by the FAA for an ASOS will be used for all the new AWOS I sensors. Parts and labor for non-standard mounting is required.
13. Communications between the AWOS Tower Sensors and the AWOS Server located in the equipment room below the tower cab will be done by landline with existing copper wiring. No UHF for wireless communication will be required.
14. Installation of Equipment shall include site preparation, commissioning and training as required by MDAD.

3.3 DELIVERY LOCATION

The Automated Observation Station (AWOS) shall be delivered and installed at the following address:

Miami-Opa-locka Executive Airport (OPF)
14201 NW 42nd Avenue
Opa-locka, Florida 33054

3.4 MAINTENANCE AND REPAIR

The awarded vendor shall be responsible for any and all necessary maintenance and support services, repairs, testing and maintenance of the AWOS I system, during the term of the contract.

A. MAINTENANCE AND SUPPORT SERVICES

The first (1st) year of maintenance and support shall be included in the price of the AWOS I System. Contract to include 2 quarterly inspections and 1 annual visit with the FAA for certification.

After the initial twelve (12) month term of maintenance and support, the awarded vendor shall provide maintenance and support services for an additional five (5) year term of maintenance and support services.

1. Awarded vendor shall be responsible for conducting a minimum of three (3) tri-annual maintenance service inspections which shall include at least one (1) Annual Validation with the appropriate Federal Aviation Administration (FAA) inspector on the backup AWOS I system operated by MDAD located at Miami-Opa locka Airport Tower. Services to be provided by awarded vendor to the County shall include but are not limited to the following:
 - a. At least three (3) tri-annual (tri-annual interval, not to exceed 155 days) on-site maintenance service inspection visits to the AWOS I system at Miami-Opa locka Airport Tower site.
 - b. At least one (1) tri-annual visit shall include an on-site Annual Validation with the appropriate FAA qualified technician. Awarded vendor shall coordinate the Annual Validation and certification with the appropriate FAA inspector.
 - c. On-site inspection expenses, including but not limited to: labor, travel, lodging, materials and tools for each on-site inspection and the FAA annual validation shall be included in the total annual fee referenced Section 4.2, of this solicitation.
 - d. Vendor shall perform on-site maintenance inspections using qualified field service technicians that have special knowledge and skills needed to maintain the AWOS I system and can demonstrate proficiency in accomplishing the required maintenance procedures, are factory trained and certified to include Federal Communications Commission (FCC) licenses and are FAA approved.
 - e. Field service technicians shall operate within ISO 9000:2000 Quality Management System certified requirements.
 - f. All required equipment shall be calibrated with standards traceable to the National Institute of Standards and Technology (NIST).
 - g. During each tri-annual on-site visit, awarded vendor shall perform the following preventive maintenance including but not limited to: cleaning AWOS I system, lubrication, adjustment and calibration equipment according to the applicable equipment manufacturer maintenance procedures and FAA requirements.

- h. Awarded vendor shall provide telephone customer service support to MDAD from 8:00 AM to 5:00 PM (Eastern Standard Time) on standard business days, Monday through Friday.