

☒ 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.: **RQID1700082**
 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 Cessna's (OEM) parts, supplies, repair services, and Teledyne Continental engines OEM parts and repair services for two Cessna planes owned by Police Department.

Issuing Department:	Police Department	Contact Person:	Laura Romano	Phone:	305-471-2596
Estimate Cost:	\$800,000	Funding Source:	<div> GENERAL X </div> <div> FEDERAL </div> <div> OTHER </div>		

Commodity Codes:					035-30	929-08			
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									
<u>RECOMMENDATIONS</u>									
	Set-aside		Sub-contractor goal		Bid preference		Selection factor		
SBE									
Basis of recommendation:									
Signed: <i>Lourdes Betancourt</i>					Date sent to SBD: 05/02/2017				
					Date returned to DPM:				

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of Original Equipment Manufacturer (OEM) parts, and repairs for two Cessna aircrafts, and OEM parts, repairs, rental and purchase of Teledyne Continental aircraft engines in conjunction with the County's needs on an as needed basis. The solicitation is organized into the following Groups:

GROUP I: ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS AND REPAIR SERVICES FOR CESSNA AIRCRAFT

GROUP II: ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS AND REPAIR SERVICES FOR TELEDYNE CONTINENTAL ENGINES

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 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 eight year contract term.

2.3 METHOD OF AWARD

Award of this contract will be made to the lowest priced responsive, responsible Vendor on a group-by-group basis as specified below:

2.3.1 GROUP I - ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS AND REPAIR SERVICES FOR CESSNA AIRCRAFT

Award of Group I will be made to the lowest priced responsive, responsible Vendor who submits an offer on all items listed in the group and whose offer represents the lowest price when all items are added in the aggregate and who meets the requirements below:

2.3.1.1 Vendor shall be authorized by Cessna Aircraft Company (CAC) to provide Original Equipment Manufacturer (OEM) parts and repair services to Cessna aircrafts.

2.3.1.2 Vendor shall be a Federal Aviation Administration (FAA) approved service center.

**2.3.2 GROUP II - ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS AND REPAIR SERVICES FOR
TELEDYNE CONTINENTAL ENGINES**

Award of Group II will be made to the lowest priced responsive, responsible Vendor who submits an offer on all items listed in the group and whose offer represents the lowest price when all items are added in the aggregate and who meets the requirements below:

2.3.2.1 Vendor shall be authorized by Continental Motors, Inc., (CMI) to provide Original Equipment Manufacturer (OEM) parts and repair services to Teledyne engines.

2.3.2.2 Vendor shall be a Federal Aviation Administration (FAA) approved service center.

2.3.3 GROUP III - PURCHASE OF TELEDYNE CONTINENTAL ENGINES

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

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

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

2.3.4 GROUP IV - RENTAL OF TELEDYNE CONTINENTAL ENGINES

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

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

2.4 PRICES

If the Vendor is awarded a contract under this solicitation, the prices proposed by the Awarded Vendor shall remain fixed and firm during the first two years of the contract except for percentage discounts which shall remain fixed for the entire contract term. Price adjustment requests are allowed to be applied at the beginning of each subsequent year (year 3, year 4, year 5, year 6, year 7, and year 8) as follows.

2.4.1 The County may consider an adjustment to price based on changes in the following indices:

- a) Group I: Adjustment to Item No. 1 (Hourly Rate for Repairs) of this Group based on changes in the following index:

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

- b) Group II: Adjustment to Item No. 1 (Hourly Rate for Repairs) of this Group based on changes in the following index:

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

- c) 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.
- d) Group IV: Adjustment based on changes in the following index:

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 Vendors' responsibility to request any pricing adjustment under this provision. Yearly price adjustments will be considered if submitted ninety (90) days prior to the commencement of the third, fourth, fifth, sixth, seventh, and eighth year of the contract. If no adjustment request is received from the Awarded Vendor(s), the County will assume that the Vendor(s) have agreed that there will be no price increases. Any adjustment request received after the commencement of the third, fourth fifth, sixth, seventh, and eighth yearly period may not be considered.

2.4.3 For Group III, price adjustments may be considered at any time after the initial 2 year term of the contract. Yearly price adjustments based on Manufacturer's price increase for Teledyne Continental engines will be considered if submitted ninety (90) days prior to the commencement of the third, fourth, fifth, sixth, seventh, and eighth year of the contract. If no adjustment request is received from the Awarded Vendor(s), the County will assume that the Vendor(s) have agreed that there will be no price increases. Any adjustment request received after the commencement of the third, fourth, fifth, sixth, seventh, and eighth yearly period may not be considered.

2.4.4 The County reserves the right to negotiate lower pricing after completion of the initial two 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 third, fourth, fifth, sixth, seventh, and eighth years based on the downward movement of the applicable index prior to the conclusion of the third, fourth, fifth, sixth, seventh, and eighth year of the contract. The County reserves the right to reject any price adjustments submitted by the Awarded Vendor and/ terminate the contract for convenience per Section 1 Paragraph 1.25. Continuation of the contract beyond the initial two (2) year period is a County prerogative, and not a right of the Vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

2.5 EQUAL PRODUCT CANNOT BE CONSIDERED ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS REQUIRED FOR GROUPS I AND II

The aircrafts to be repaired are critical to County operations; therefore, only parts manufactured by OEM shall be accepted under this solicitation for Group I and Group II.

For Group II, all engines must be traceable to the original equipment manufacturer. The Awarded Vendor 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.

2.6 DELIVERY REQUIREMENTS

2.6.1 GROUPS I AND II:

2.6.1.1 DELIVERY OF PARTS SHALL BE WITHIN FOURTY EIGHT (48) HOURS AFTER DATE OF ORDER

The Awarded Vendor shall deliver OEM parts within forty eight (48) hours after the order is placed by the County. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the Awarded Vendor; 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 Vendor. In these cases, the Awarded Vendor shall notify the County of the delays within forty eight (48) hours of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

2.6.1.2 COMPLETION OF REPAIR SERVICE AFTER THE DATE OF ORDER:

All work shall be performed in accordance with good commercial practice. The work scheduled and completion dates as agreed shall be adhered to by the Awarded Vendor; except in such cases where the completion date will be delayed due to acts of nature, strikes, or other causes beyond the control of the Awarded Vendor. In these cases, the Awarded Vendor shall notify the County of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the County.

Should the Awarded Vendor fail to complete the work within the number of days as stated in its estimate, it is hereby agreed and understood that the County reserves the authority to cancel the repair order with the Awarded Vendor and to secure the services of another Vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the Awarded Vendor for work which was completed and found acceptable to the County in accordance with the contract specifications.

The County may, at its option, demand payment from the Awarded Vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another Vendor. If the Awarded Vendor fails to honor this invoice or credit memo, the County may terminate the Awarded Vendor from the contract for default.

2.6.1.3 AUTHORIZATION TO PICK UP PARTS

Certain County employees may be authorized in writing to pick-up parts under this Contract. Awarded Vendors shall require presentation of this written authorization. The Awarded Vendor shall maintain a copy of the authorization. If the Awarded Vendor is in doubt about any aspect of the parts pick-up, Vendor shall contact the appropriate user department to confirm the authorization.

2.6.1.4 GROUP III: DELIVERY SHALL BE SEVEN (7) DAYS AFTER DATE OF ORDER

The Awarded Vendor 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 Vendor; 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 Vendor. In these cases, the Awarded Vendor 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 Vendor 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 Vendor with any re-procurement costs. If the

Awarded Vendor fails to honor these re-procurement costs; the County may terminate the Awarded Vendor from the contract for default.

2.6.1.5 GROUP IV: DELIVERY SHALL BE FORTY EIGHT (48) HOURS AFTER DATE OF ORDER

The Awarded Vendor 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 Vendor; 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 Vendor. In these cases, the Awarded Vendor 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

2.7 BACK ORDERS MUST BE FILLED WITHIN SEVENTY TWO (72) HOURS (GROUPS I & II)

If the Awarded Vendor cannot deliver an ordered part in accordance with the scheduled delivery date or time due to a current existing backorder of that item with the Vendor's manufacturer or Distributor; the Awarded Vendor shall attempt to fill the backorder within seventy two (72) Hours from the initial scheduled delivery date or time for the item. The Awarded Vendor shall not invoice the County for back ordered items until such back ordered items are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another Vendor, and charge the incumbent Vendor for any re-procurement costs. If the Awarded Vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

2.8 WARRANTY

2.8.1 FOR PARTS AND REPAIR SERVICES: WARRANTY SHALL BE ONE HUNDRED EIGHTY DAYS (180) FOR OEM PARTS AND NINETY (90) DAYS FOR REPAIR SERVICES FROM DATE OF ACCEPTANCE (GROUPS I AND II)

A. Type of Warranty Coverage Required

- i. In addition to all other warranties that may be supplied by the Original Equipment Manufacturer (OEM), the Awarded Vendor shall warrant its OEM parts for one hundred eighty (180) days. This warranty requirement shall remain in force for the period of 180 days; regardless of whether the Vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the OEM parts received from the Awarded Vendor does not constitute a waiver of these warranty provisions.
- ii. Warranty for repair services against faulty labor and/or defective material shall be for a minimum period of ninety (90) days after the date of acceptance of the labor and materials by the County. This warranty requirement shall remain in force for the period of ninety (90) days; regardless of whether the Awarded Vendor 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 Vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The Awarded Vendor shall promptly correct any deficiency, at no cost to the County, within thirty (30) calendar days after the County notifies the Awarded Vendor of such deficiency in writing. If the Awarded Vendor 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 Vendor, in writing, that the Awarded Vendor 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 Vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Awarded Vendor in default of its contract, and/or (b) procure the products or services from another Vendor and charge the Awarded Vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.8.2 ENGINES: WARRANTY SHALL BE TWO (2) YEARS FOR NEW ENGINES EIGHTEEN (18) MONTHS FOR REMANUFACTURED ENGINES FROM DATE OF ACCEPTANCE (GROUP III)

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the engine manufacturer, the Awarded Vendor shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period 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 Vendor 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 Vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The Awarded Vendor shall promptly correct any deficiency, at no cost to the County, within seven

(7) calendar days after the County notifies the Awarded Vendor of such deficiency in writing. If the Awarded Vendor 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 Vendor, in writing, that the Awarded Vendor 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 Vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Awarded Vendor in default of its contract, and/or (b) procure the products or services from another Vendor and charge the Awarded Vendor 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).

2.10 HOURLY RATE (GROUPS I, II AND IV)

The hourly rate quoted shall be deemed to provide full compensation to the Awarded Vendor 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

Awarded Vendor for each group shall provide the following:

3.2 GROUP I: ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS AND REPAIR SERVICES FOR CESSNA AIRCRAFTS

3.2.1 PARTS

Parts used for repairs or purchased by the County shall be supplied at Manufacturer Suggested Retail price (M.S.R.P.) minus (-) percentage discount offered. Awarded Vendor must substantiate the cost of parts or supplies charged on the invoice with a copy of the latest M.S.R.P. listing showing the actual price incurred for the parts or supplies minus the discount. All supplied parts shall be new and manufactured by the OEM, with the manufacturer's certification that the parts are new.

3.2.2 LABOR RATE

The Awarded Vendor shall provide the repair estimates using the hourly labor rates awarded to that Vendor for repairs and services to aircraft, engine, and associated components. Estimates will be approved by the County before commencing all repairs. These repairs and services may include: mechanical and electrical repairs, replacement of parts and components to the aircraft.

3.2.3 REPAIR REQUIREMENTS

All repairs and services shall be in accordance with original manufacturer's specifications and established industry practices and standards. All repair parts must be accompanied by FAA Form 8130 Airworthiness Approval Tag, traceable paperwork and certification if the parts are repaired, overhauled or rebuilt. The County may require a written estimate for repairs or other services.

3.3 GROUP II: ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS AND REPAIR SERVICES FOR TELEDYNE/CONTINENTAL ENGINES

3.3.1 PARTS

Parts used for repairs or purchased by the County shall be supplied at Manufacturer Suggested Retail price (M.S.R.P.) minus (-) percentage discount offered. Awarded Vendor must substantiate the cost of parts or supplies charged on the invoice with a copy of the latest M.S.R.P. listing showing the actual price incurred for the parts or supplies minus the discount. All supplied parts shall be new and manufactured by the OEM, with the manufacturer's certification that the parts are new.

3.3.2 LABOR RATE

The Awarded Vendor shall provide the repair estimates using the hourly labor rates awarded to that Vendor for repairs and services to Teledyne/Continental engine and associated components. Estimates must be approved by the County before commencing all repairs.

3.3.3 REPAIR REQUIREMENTS

All repairs and services shall be in accordance with original manufacturer's specifications and established industry practices and standards. All repair parts must be accompanied by FAA Form 8130 Airworthiness Approval Tag, traceable paperwork and certification if the parts are repaired, overhauled or rebuilt. The County may require a written estimate for repairs or other services exceeding \$750.

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

3.5 GROUP IV: RENTAL OF ENGINES

Vendor 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.