

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☒ New ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency Previous Contract/Project No. 2960-0/18
Contract
☐ Re-Bid ☐ Other – Access of Other Entity Contract LIVING WAGE APPLIES: ☐ YES ☒ NO
Requisition No./Project No.: RQID1900021 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Parts & Svcs for Flight Instruments & Avionic Svstems

Description: The purpose of this solicitation is to establish a contract for the purchase of parts and services for flight instruments and avionic systems.

Issuing Department: MDFR-MDPD Contact Person: Michael Torrent Phone: 786-336-6878
Estimate Cost: \$1,000,000 GENERAL FEDERAL OTHER
Funding Source: MDPD Fire Distric

ANALYSIS

<u>Commodity Codes:</u>	<u>929-08</u>				
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:	<u>Peninsula Avionics</u>				
Small Business Enterprise:					
Contract Value:	<u>\$1,302,000</u>				
Comments:	<u></u>				

Continued on another page (s): ☐ YES ☒ NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE	<u></u>	<u></u>	<u></u>	<u></u>

Basis of Recommendation:

Signed: <u>Lourdes Betancourt</u>	Date sent to SBD: <u>11/9/2018</u>
	Date returned to SPD: <u></u>

SECTION 2**SPECIAL TERMS AND CONDITIONS****2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of parts and services for flight instruments and avionic systems. The solicitation includes two groups as follows:

- Group I: Parts and services for flight instruments
- Group II: Parts and services for avionic systems

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 Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the sixtieth month.

2.3 METHOD OF AWARD**2.3.1 Group I: Parts and Services for flight instruments and Group II: Parts and Services for avionic systems**

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

2.3.1.1 Bidder shall be a Federal Aviation Administration (FAA) approved repair station.

2.3.1.2 Bidder shall have at least one (1) FAA certified Airframe and Powerplant (A&P) mechanic.

Bidders are required to submit with their bid all the specified information, documents and attachments as proof of compliance with the minimum requirements; however, Miami-Dade County may, at its sole discretion, allow the Bidder to complete or supplement the information/documents during the bid evaluation period.

2.4 PRICES

If the Bidder is awarded a contract under this solicitation, the prices proposed shall remain fixed and firm during the first thirty-six (36) months of the contract; however, the awarded Bidder(s) may offer incentive discounts to the County at any time during the contract term. The hourly rate quoted shall be deemed to provide full compensation to the awarded Bidder for labor, equipment use, travel time, and any other element of cost or price including profits.

Price adjustments will be considered if submitted ninety (90) days prior to the commencement of the thirty-seventh (37th) month and the commencement of the forty-ninth (49th) month of the contract. If no adjustment request is received from the awarded Bidder(s), the County will assume that the awarded Bidder(s) have agreed that there will be no price increases. Any adjustment request received after the commencement of the 37th month and the 49th month of the contract may not be considered.

2.4.1 The County may consider an adjustment to price on the commencement of the thirty-seventh (37th) month and the commencement of the forty-ninth (49th) month of the contract based on changes in the following indices:

- a) **Groups I and II:** Adjustment to Item No. 1 (**Parts**) is based on the most recent 12 month average of the following index not to exceed three percent (3%):

Producer Price Index Industry Data Series ID: PCU336413336413 Industry: Other aircraft parts and equipment mfg.

- b) **Groups I and II:** Adjustment to Item No. 2 (**Hourly Rate for Repairs**) is based on changes in the following index not to exceed three percent (3%):

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 It is the awarded Bidder's responsibility to request any pricing adjustment under this provision.

2.4.3 The County reserves the right to negotiate lower pricing after completion of the initial thirty-six (36th) month period based on market research information or other factors that influence price. The County reserves the right to apply a yearly reduction in pricing on the commencement of the thirty-seventh (37th) month and the commencement of the forty-ninth (49th) month of the contract based on the downward movement of the applicable index during the thirty-sixth (36th) month and the forty-eighth (48th) month of the contract. The County reserves the right to reject any price adjustments submitted.

2.5 **INSURANCE**

In addition to Section 1, General Terms and Conditions, Section 1.22 Insurance Requirements, Commercial General Liability, Automobile Liability Insurance, and Hangarkeepers Legal Liability are included in this solicitation as specified below:

2.5.1 **Groups I and II:**

- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than *\$500,000 combined single limit per occurrence for bodily injury and property damage.
- D. Hangarkeepers Legal Liability in an amount not less than the full replacement cost of all County Aircraft in the care, custody and control of the vendor at any one time.

***Under no circumstances are Vendors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile**

coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized.

2.6 DELIVERY REQUIREMENTS

2.6.1 The awarded Bidder shall deliver 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 Bidder; 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 Bidder. In these cases, the awarded Bidder 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.

2.6.2 All work shall be performed in accordance with good commercial practice. The work schedule and completion dates as agreed shall be adhered to by the awarded Bidder; 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 Bidder. In these cases, the awarded Bidder 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 Bidder 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 right to cancel the repair order with the awarded Bidder and to secure the services of another vendor to complete the work. If the County exercises this right, the County shall be responsible for reimbursing the awarded Bidder for work which was completed and found acceptable to the County in accordance with the contract specifications.

The County may, at its discretion, demand payment from the awarded Bidder, 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 Bidder. If the awarded Bidder fails to honor this invoice or credit memo, the County may terminate the awarded Bidder from the contract for default.

2.6.3 Certain County employees may be authorized in writing to pick-up parts under this contract. The awarded Bidder shall require presentation of this written authorization. The awarded Bidder shall maintain a copy of the authorization. If the awarded Bidder is in doubt about any aspect of the parts pick-up, Bidder shall contact the appropriate client department to confirm the authorization.

2.6.4 The awarded Bidder shall specify in the estimate for each order the number of calendar days which it will guarantee to complete the work, repair, and/or service from the date the order is approved by the County. The completion date shall not exceed the number of calendar days as originally offered by the awarded Bidder after the approval by an authorized County representative.

2.7 RESPONSE TIME FOR PITOT-STATIC, TRANSPONDER TESTING, AND INSTRUMENT FLIGHT RULES (IFR) CERTIFICATION

The awarded Bidder shall perform Pitot-Static, Transponder Testing, and Instrument Flight Rules (IFR) Certification within 24 hours after order is placed by the County.

2.8 BACK ORDER ALLOWANCE: BACK ORDERS SHALL REQUIRE WRITTEN AUTHORIZATION

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the awarded Bidder is required to deliver all items to the County within the time specified in Section 2.6 above; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the client department, and a new delivery date is mutually established. In the event that the awarded Bidder fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the awarded Bidder for any re-procurement costs. If the awarded Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

2.9 WARRANTY**2.8.1 FOR PARTS AND REPAIR SERVICES****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 Bidder shall warrant its OEM parts for a minimum of one hundred eighty (180) days. This warranty requirement shall remain in force for the period of 180 days; regardless of whether the awarded Bidder 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 Bidder 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 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 Bidder 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 Bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The awarded Bidder shall promptly correct any deficiency, at no cost to the County, within fifteen (15) calendar days after the County notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder 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 Bidder, in writing, that the awarded Bidder may be 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 Bidder fails to satisfy the warranty 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 or services from another vendor 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.

2.10 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not 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).

2.11 PURCHASE OF SIMILAR PARTS AND SERVICES BASED ON PRICE QUOTES

While the County has listed all major parts and services as specified in Section 3.2 and 3.3 within this solicitation, which are utilized by County departments in conjunction with its operations, there may be similar parts and services that must be purchased 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 parts and services. The County reserves the right to award these similar parts and services to the awarded Bidder, or another vendor not awarded under this contract based on the lowest price quoted, or to acquire the parts and services through a separate solicitation.

2.12 AVAILABILITY OF CONTRACT TO OTHER ENTITIES

It is hereby agreed and understood that any County department or agency may avail itself to this contract and purchase any and all services specified herein from the awarded Bidder at the contract prices established herein.

SECTION 3**SCOPE OF WORK/TECHNICAL SPECIFICATIONS****3.1 SCOPE OF WORK**

The awarded Bidder shall provide parts and services for flight instruments and avionic systems as required by the County. The awarded Bidder(s) shall provide services inclusive of labor, supplies, tools, equipment, parts, etc., to test and overhaul, repair and maintain flight instruments and avionic systems.

3.2 GROUP I: PARTS AND SERVICES FOR FLIGHT INSTRUMENTS

The awarded Bidder(s) shall provide parts and services for flight instruments. Flight instruments are the instruments in the cockpit of an aircraft that provide the pilot with information about the flight situation of that aircraft, such as altitude, speed and direction.

The following is a list (not all inclusive) of flight instruments for which parts and services may be purchased:

- a. Oil pressure indicator
- b. Fuel pressure indicator
- c. Compass
- d. Direction gyros
- e. Altimeters
- f. Airspeed indicators
- g. Engine and rotor tachometers
- h. Fuel flow meters
- i. Manifold pressure gauges
- j. Artificial horizon indicators
- k. Turn co-coordinators
- l. Digital and Analog Clocks
- m. Vertical Speed Indicators
- n. Pulselight Control Units
- o. Radar Altimeters
- p. Dynamometers
- q. Video Monitors
- r. Video Camera Control Components
- s. Power Converters / Inverters
- t. Air Data Computers
- u. Altitude Encoders
- v. Emergency Lighting Components
- w. Headsets and Flight Helmets
- x. IFR Certification
- y. Perform leak checks for Pitot and Static Systems

3.3 GROUP II: PARTS AND SERVICES FOR AVIONIC SYSTEMS

The awarded Bidder(s) shall provide parts and services for avionic systems. Avionics are the electronic systems used on aircraft. These electronic systems include communications, navigation, the display and management of multiple systems, and the hundreds of systems that are fitted to aircraft to perform individual functions.

The following is a list (not all inclusive) of avionic systems for which parts and services may be purchased:

- a) Very High Frequency (VHF) transceivers
- b) R-Navigation equipment
- c) Very High Frequency Omni-directional Radio Range (VOR) receivers
- d) Transponders
- e) Very High Frequency Omni-directional Radio Range (VOR) indicators
- f) Audio switching panels
- g) Instrument Landing System (ILS) glide slope indicators
- h) Fuel flow distance time indicator
- i) Distance measuring equipment
- j) Auto pilots - # axial
- k) Storm scope radar
- l) Wulfsburg transceiver and components
- m) Ultra High Frequency radio
- n) Loran C navigation system
- o) A.D.F. radio receiver
- p) GPS Navigational Receiver / Transmitters
- q) Emergency Locator Transmitters
- r) Traffic Avoidance Systems (TAS)
- s) Traffic and Collision Alert Devices (TCAD)
- t) Moving Map Systems
- u) Microwave Downlink Equipment
- v) SAS System Components
- w) DVR Digital Recording Systems
- x) NVG Compatible Instruments and Avionics
- y) Public Address System Amplifiers
- z) Technisonic Radio Components
- aa) GoPro Video equipment and accessories
- bb) Handheld Aviation Radios
- cc) Communication printed circuit boards and backplanes
- dd) Trulink
- ee) Perform IFR Certification

3.4 PRICE MARK-UP FOR PARTS

The awarded Bidder must provide a copy of the supplier's invoice for purchase of parts for flight instruments and avionic systems and invoice prices shall not exceed a ten percent (10%) capped mark-up. The County will verify the costs for all parts purchased.

3.5 OVERHAUL AND REPAIR SERVICES

- 3.5.1 When overhaul and repair services are identified by participating County departments, the department representative will request a quote and make available the items to be repaired for the awarded Bidder to inspect and submit a cost estimate for repairs. Inspection and troubleshooting may take place at the County's facility.
- 3.5.2 The awarded Bidder shall submit a written itemized quote including the number of calendar days in which the work, repair, and/or service will be completed upon issuance of the purchase order by the County. The quote must reflect the total cost of each service by: 1) number of hours and the awarded hourly rate or flat rate for completed service; and 2) the cost of price mark-up for parts per Section

3.4. The quote shall contain no other line item charges. The actual charge to the County shall not exceed a ten percent (10%) capped mark-up of the awarded Bidder's initial estimate without the written approval from the County.

3.5.3 Unless otherwise authorized by the County, the awarded Bidder shall submit its quotations no later than twenty-four (24) hours after inspection of the items to be repaired. The awarded Bidder shall state in the quote, the approximate time, in number of days, it will take to repair the equipment.

3.6 EMERGENCY REPAIRS

For emergency repairs, the County will contact awarded Bidder for each group. If the awarded Bidder does not respond within three (3) hours during regular working hours, (Monday through Friday, 7:00 A.M. to 5:00 P.M.) to provide emergency services, the County may obtain the required emergency services elsewhere. Quotes for emergency repairs must meet the requirements of Section 3, Paragraph 3.5.1 and 3.5.2 above.

3.7 NOTIFICATION TO BEGIN SERVICES

The awarded Bidder shall neither commence any repair, overhaul or emergency services until a Work Order, Purchase Order, or Authorization (written/verbal) directing the awarded Bidder to proceed with work has been received from an authorized County representative.

3.8 LIQUIDATED DAMAGES FOR INCOMPLETE PROJECTS

Failure to complete a project in accordance with the specifications and to the satisfaction of the County within the time stated shall cause the awarded Bidder to be subject to charges for liquidated damages in the amount of \$50.00 for each and every calendar day the work remains incomplete. As compensation due the County for loss of use and for additional costs incurred by the County due to such non-completion of the work, the County shall have the right to deduct the said liquidated damages from any amount due, or that may become due to the awarded Bidder under this contract, or to invoice the awarded Bidder for such damages if the costs incurred exceed the amount due to the awarded Bidder.