

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. None

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

Requisition No./Project No.: RQID2100426
 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Input-based Foam Testing System

Description: MDAD requests a contract with one (1) vendor for the purchase of a Federal Aviation Administration (FAA) approved Input-based Foam Testing System. The County may purchase repairs & maintenance services, as well as replacement parts, throughout the term of the contract

Issuing Department: ISD/SPD
 Contact Person: Marie Williams
 Phone: 305-375-3248

Estimate Cost: 45,000

Funding Source:
 GENERAL \$13k Oper
 FEDERAL \$32k Grant
 OTHER

ANALYSIS

Commodity Codes:	28780	34041	99042	
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:				
Small Business Enterprise:				
Contract Value:				
Comments:				
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				
Basis of Recommendation: 				
Signed: Marie Williams		Date sent to SBD: 05/10/22		
		Date returned to SPD: 		

***This document is a draft Scope of Work for a future solicitation and
is subject to change without notice.***

This is not an advertisement.

SECTION 2

ADDITIONAL/SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract with one (1) vendor for the purchase of a Federal Aviation Administration (FAA) approved Input-based Foam Testing System for the Miami-Dade County Aviation Department (MDAD) The County may purchase repairs and maintenance services, as well as replacement parts, throughout the term of the contract.

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 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 expire on the last day of the 60TH month.

2.3 METHOD OF AWARD

Award of this contract will be made to the lowest priced responsive and responsible bidder when all items are added in the aggregate and who meets the qualifications below and all of the technical requirements within Section 3 of this Solicitation. Bidder shall submit required documentation with bid submittal or upon the County's request. To be considered for award, bidders shall offer prices for all items listed in the solicitation. If a Bidder fails to submit an offer for all items, its overall offer may be rejected.

2.4 QUALIFICATION CRITERIA

Bidders must meet the following requirements to be considered for award:

- 2.4.1 Bidder or Bidder's Subcontractor shall be regularly engaged in the business of providing the System to be considered for award. Bidder or Bidder's Subcontractor shall provide three (3) different references from customers to whom the Bidder or Bidder's Subcontractor has provided or is currently providing Equipment as described throughout this Solicitation. In lieu of the references from the Bidder or Bidder's Subcontractor, the County will consider the references from Bidder's key personnel in accordance with Resolution No. 1122-21.

The references should include the customer's company name, and the contact's name, title, address, telephone number, and e-mail address of the contact person who can verify that the Bidder/key personnel/Subcontractor has successfully provided the System (Section 4: Bid Submittal – Required Criteria). These references shall ascertain to the County's satisfaction that the Bidder/key personnel/Subcontractor has sufficient expertise in the industry and its firm is properly equipped to provide the System and, if needed, perform the required services.

- 2.4.2 The bidder shall submit the manufacturer's name and model/part number of the System offered. The bidder's System must be accepted by the Federal Aviation Administration (FAA) for immediate use. The bidder must provide documentation confirming such FAA acceptance. NOTE: The County will verify the Bidder's System is included on the FAA Part 139 CertAlert No. 21-01 as amended following Bid submittal.
- 2.4.3 Bidder shall assign a company representative who is cognizant of industry standards and is authorized to discuss matters pertaining to the resultant contract, to provide the County with support and information. The company representative shall be able to communicate with the County and shall have full authority to act on behalf of the Bidder on all matters related to the resultant contract. Bidders are required to provide their designated company representative's name, phone number, and e-mail address. All resources shall be available twenty-four (24) hours a day to provide immediate support and expedite services.

Bidder shall provide all of the specified information, documents and attachments listed above with their submittal as proof of compliance with the requirements of this Solicitation. However, the County may, at its sole discretion and in its best interest, allow Bidder to complete, supplement or supply the required documents throughout the evaluation period of the Solicitation. Failure to meet these qualifications may result in Bidder's offer being rejected. However, in accordance with Section 1.5., the County reserves the right to request and evaluate additional information.

2.5 PRICES

- 2.5.1 Bidder shall state its prices on the **Item Response Form** for each line item as described and provided in BidSync. The prices proposed by the awarded Bidder shall remain fixed and firm during the term of the contract, and shall be deemed to provide full compensation to the awarded Bidder inclusive of labor, materials, fuel, fees and any other element, cost or price.
- 2.5.2 Bidder shall state its percentage discount on the **Item Response Form** for the line item as described and provided in BidSync. Percentage discount offered for the purchase of parts shall remain firm and fixed for the term of the contract.
- 2.5.3 The awarded Bidder may offer incentive discounts to the County for any line items at any time during the Contract term, including any extension thereof.

2.6 HOURLY RATE

Hourly rates offered for as-needed repairs and maintenance services 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. This rate is assumed to be at straight time for all labor, except as otherwise noted. The Awarded Bidder shall comply with any wage standards under applicable laws of the State of Florida.

2.7 FEDERAL FUNDING

This contract is partially funded by a federal grant. Refer to Section 1, General Terms and Conditions, for details regarding provisions that are exempted from this solicitation due to federal funding.

2.8 SMALL BUSINESS ENTERPRISE CONTRACT MEASURE

To be determined.

2.9 METHOD OF PAYMENT

Awarded Bidder shall submit invoices and any associated back-up documentation electronically or in hard copy format to the County as follows:

Miami-Dade County Aviation Department
PO Box 526624
Miami, FL 33152-6624
Attention: Accounts Payable
OR

Email to: payables@miami-airport.com

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

Refer to Section 1, General Terms and Conditions, Paragraph 1.36, Invoices for further requirements. Failure to submit invoices in the prescribed manner will delay payment.

2.10 INSURANCE

The following supersedes the insurance requirements of Section 1, Paragraph 1.22.A.2 and 3:

The Bidder shall furnish to the Internal Services Department / Strategic Procurement Division, 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1989, , Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Bidder as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude coverage for Products and Completed Operations. 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 \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

2.11 "EQUAL" PRODUCT MAY BE CONSIDERED

The U.S. Department of Transportation, FAA Division conducted an evaluation of the systems able to provide input-base foam proportioner testing. The FAA recommends using one of the following Aqueous Film Forming Foam (AFFF) testing systems that were evaluated, which are the only systems currently accepted by the FAA for immediate use (at the time of this solicitation):

- Eco-Logic System from E-One (no retrofit required),
- NoFoam Systems (no retrofit required),
- Oshkosh Eco EFP (Electronic Foam Proportioning) System (integrated system),
- Rosenbauer FXMIX 2.0E Input-Based Proportioning Test System (integrated system)

The above systems' manufacturer's names, brand names and/or model number information are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance and design, as recommended and accepted by the FAA, and is in no way intended to prohibit the offer of another manufacturer's products of equal material unless otherwise indicated herein.

Submission of product information, such as factory specifications, technical specifications, standard manufacturer information sheets, catalogues, and brochures, may be requested of the bidder to enable the evaluation of the Equipment offered.

The County, in collaboration with the FAA, shall be sole judge of equality, and its decision in this regard shall be final.

2.12 DELIVERY

The Awarded Bidder shall deliver the System within six (6) weeks after receipt of Purchase Order. Delivery shall be made in accordance with good commercial practice and required delivery timeframe 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 MDAD of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the Awarded Bidder fail to deliver the System in the number of weeks stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the Equipment elsewhere and to charge the Awarded Bidder with any re-procurement costs. If the Awarded Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

2.13 ACCEPTANCE

When all requirements and conditions stated in this solicitation have been met, including correcting deficiencies (if any), the System will be accepted and dated by the County.

After award, if the Awarded Bidder's System is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the System will be returned to the Awarded Bidder at their expense. At its sole option, MDAD will notify the Awarded Bidder to either provide a replacement for the System or a full credit for the returned System. The Awarded Bidder shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

If the Awarded Bidder fails to provide the replacement System 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 System from another vendor and charge the Awarded Bidder for any additional costs that are incurred by the County for this System; either through a credit memorandum or through invoicing.

2.14 WARRANTY FROM DATE OF ACCEPTANCE

In addition to Section 1, Paragraph 1.7 and 1.8, the following applies to this solicitation:

- 2.14.1 A copy of the manufacturer's and/or supplier's certificates of warranty should be submitted with the bid submittal; however, it must be submitted at the time of specific request of the County. The

warranty certificates shall provide a comprehensive liability of all components that are covered under the warranty.

2.14.2 Type of Warranty Coverage Required:

In addition to all other warranties that may be supplied by the Awarded Bidder, the Awarded Bidder shall warrant its service against faulty labor for a minimum of ninety (90) calendar days, its and Equipment, parts, components and/or defective material for a minimum period of one (1) year after the date of acceptance of such by MDAD. This warranty requirement shall remain in force for the full one (1) year period; 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.

2.14.3 Correcting Defects Covered Under Warranty:

The Awarded Bidder shall promptly correct any deficiency, at no cost to MDAD, within five (5) business days after the MDAD notifies the Awarded Bidder of such deficiency in writing. The Awarded Bidder shall expedite delivery of any repair parts in order to avoid extended idle periods. If the Awarded Bidder fails to honor the warranty and/or fails to correct, repair or replace the defective System or work within the period specified, the County may, at its discretion, notify the Awarded Bidder, in writing, that the Awarded Bidder may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within fourteen (14) 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 bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.14.4 Correcting Repeat Failures Covered Under Warranty

If any warranty repair experiences a repeat failure within fifteen (15) calendar days following the repair due to faulty workmanship supplied by the Awarded Bidder, it hereby understands and agrees that it will repair the failure and incur any and all costs associated with the repeat failure within two (2) business days after notification of the failure by an MDAD representative.

2.15 **OMISSION FROM SPECIFICATIONS:**

The apparent silence of the specifications and any addendum regarding any details or the omission from the specifications of a detailed description concerning any point does not relieve the Awarded Bidder from furnishing a complete and ready to work Input-based Foam Testing System, and shall be regarded as meaning that only the best commercial practices are to prevail, and that only new materials and skillset of first quality are to be used. All interpretations of the technical specifications herein shall be so governed.

SECTION 3

TECHNICAL SPECIFICATIONS

3.1 GENERAL

Title 14 Code of Federal Regulation, Part 139, requires airport operators to maintain their Aqueous Film Forming Foam (AFFF) systems on aircraft rescue and firefighting vehicles. To comply with the mandatory FAA safety inspections, MDAD seeks to purchase an FAA-approved Input-based Foam Testing System (System) for use in testing AFFF systems on the 12 aircraft rescue and firefighting (ARFF) vehicles currently owned by MIA.

3.2 SCOPE OF WORK

This contract will consist of providing the System, vehicle modifications if needed (which includes retrofitting the aircraft rescue and firefighting vehicles), non-warranty repairs and maintenance for the System, as well as replacement parts throughout the term of the contract as further described below. The Awarded Bidder shall provide all labor, materials and incidentals required to perform on this contract,

3.3 SYSTEM TO BE PROVIDED

The Awarded Bidder shall provide a System used for input-based foam testing, confirming the foam proportioner system functionality on ARFF vehicles.

The System:

- 3.3.1 Can be either mobile (no retrofit required) or integrated (retrofit required).
- 3.3.2 Must be able to use an AFFF concentrate substitute to measure the foam proportioning system's calibration during discharge from nozzles. This eliminates the need for expensive cleanup and potential environmental harm.
- 3.3.3 Must be able to provide accurate readings to ensure outputting the exact proportions of foam and water that is required by the FAA and National Fire Protection Association (NFPA) 412 standards.
- 3.3.4 Must be NFPA 412 compliant.
- 3.3.5 Must include all parts, connections, and components.

3.4 VEHICLE MODIFICATION

Awarded Bidder must provide all accessories/attachments/installations to accommodate the current fleet of MIA's ARFF vehicles, listed in Section 3.5 herein. If any vehicle modification (retro fit) is required, the Awarded Bidder must specify how many vehicles are required to be modified in order to make the System operable.

3.5 REPLACEMENT PARTS

The Awarded Bidder shall provide parts purchased pursuant to this contract at the percentage discount off its list price offered on the **Item Response Form** in BidSync. At the end of each contract year, a recommended replacement parts list depicting each part at list price and discounted price will be presented by the Awarded Bidder for MDAD's consideration.

3.6 REPAIRS AND MAINTENANCE SERVICES

MDAD, in its sole discretion, may request non-warranty repairs and maintenance services from the Awarded Bidder:

- 3.6.1 The Awarded Bidder shall be required to submit a written estimate on each prospective repair or maintenance project under this contract for MDAD's consideration before such work can begin. The estimate shall be itemized by the number of work hours and by the cost of each part at its percentage discount. Lump sum estimates will not be accepted.
- 3.6.2 The Awarded Bidder shall provide such services at the hourly rate plus the cost for parts (if any) each as offered on the **Item Response Form** in BidSync. Payment for repairs and maintenance services shall be made for the actual hours and parts.

3.7 VEHICLES

The following is a list of the ARFF vehicles for which the System is required:

Description	Class	Make	Model	Year	Tag	Vehicle #	VIN	Type	Water/Foam	PKP
FOAM TRUCK	ARFF	Rosenbauer	Panther	2021	T9895	21-0712	1R9GAF684MW490075	Class 5 HRET	3000/400	450 lbs
FOAM TRUCK	ARFF	Rosenbauer	Panther	2020	T4073	21-0701	1R96AF685LW490102	Class 5 HRET	3000/400	450 lbs
FOAM TRUCK	ARFF	Rosenbauer	Panther	2020	T4074	21-0700	1R96AF687LW490103	Class 5 HRET	3000/400	450 lbs
FOAM TRUCK	ARFF	Rosenbauer	Panther	2018	TD18218	21-0677	1R96WE680HW490978	Class 5 Hret	3000/400	450 lbs
FOAM TRUCK	ARFF	Rosenbauer	Panther	2018	TG1827	21-0676	1R94WE68XH-W	Class 4 ARFF	1500/200	450 lbs
FOAM TRUCK	ARFF	Rosenbauer	Panther	2013	TG 1827	21-0556	1R94WE689DW490852	Class 4 ARFF	1500/200	450 lbs
FOAM TRUCK	ARFF	Rosenbauer	Panther	2013	TD 4696	21-0553	1R9WE688DW490849	Class 5 HRET	3000/400	450 lbs
FOAM TRUCK	ARFF	Rosenbauer	Panther	2013	TD 4698	21-0555	1R95WE689DW4908	Class 4 ARFF	1500/200	450 lbs
FOAM TRUCK	ARFF	Rosenbauer	Panther	2013	TD 4697	21-0554	1R96WE684DW490850	Class 5 HRET	3000/400	450 lbs
FOAM TRUCK	ARFF	Rosenbauer	Panther	2011	TB6812	21-0550	1R96WE684W490620	Class 5 ARFF	3000/400	450 lbs
EMERGENCY RESPONSE VEHICLE	QRV	Rosenbauer	Airwolf QRV	2020	T9897	21-0713	1FD0W5HT7LEE48264	Class 2 ARFF	300/40	450 lbs
EMERGENCY RESPONSE VEHICLE	QRV	Rosenbauer	Airwolf QRV	2014	TD 8233	21-0557	1FD0W5HT9EEA26824	Class 2 ARFF	300/40	450 lbs

3.8 MANUALS

Upon delivery of the System, the Awarded Bidder shall provide to MDAD via hard copy, jump drive or online access the following:

- 3.8.1 A minimum of one (1) operation and maintenance manual
- 3.8.2 A minimum of one (1) training manual
- 3.8.3 A minimum of one (1) repairs and parts manual