Panama City Bay County Airport and Industrial District 6300 West Bay Parkway Box A
Panama City, Florida 32409



# **Purchase Order**

MSDS Required

PO Number 17048

Telephone (850) 636-8950 Fax (850) 785-5674

Requested By:	\$500.00	Summary for Purchases Over	Price Quotation	Amount					1		Project Code Performed Number	Location or Work Expense Account	David Bonney (410)980-3707		Annapolis, MD 21401	133 Defense Hwy, Suite 206	ACG Systems, Inc.	Vendor Name and Address
Signature /		On the pid received	Single Bid Received	Vendor	Airport Board Approved 9/8/2023			Specification dated August 9, 2023	Communications Equipment per Bid and	Provide, Configure, and Install ATCT Radio	Description	#		Panama City, Florida 32409			Northwest Florida Beaches International Airport	Delivery Instructions
Date   9/29/2023		or bid as required ***	*** Attach written quotation	Total \$ 468,860.0	H &S	Sub Total \$ 468,860.0				LS \$ 468,860 <b>£</b> \$ 468,860.0	Quantity Unit Price Total			85-8012646249C-9		Certificate Number	Tax Exempt	



# **INVITATION TO BID**

The Panama City-Bay County Airport and Industrial District, dba Northwest Florida Beaches International Airport, will accept sealed bids for "Air Traffic Control Tower Radio Replacement", at the Northwest Florida Beaches International Airport until 2:00 p.m. CST, on, August 14, 2023.

Bids may be submitted in person in the Airport Administrative Office at 6300 West Bay Parkway, Box A, Panama City Beach, Florida, or via U. S. mail or courier service. Bids must be plainly marked,

"Air Traffic Control Tower Radio Replacement – August 14, 2023"

Only bids submitted on the bid sheet provided with this invitation will be considered responsive. All bids must be received by 2:00 p.m., CST on, August 14, 2023. When submitting written bids, please submit one (1) original and one (1) copy of all documents to the Northwest Florida Beaches International Airport, 6300 West Bay Parkway, Box A, Panama City Beach, Florida 32409. Please review all documents pertaining to this bid before submitting requested information.

Bids for the "Air Traffic Control Tower Radio Replacement" will be opened at 2:00 p.m. CST on August 14, 2023 in the Administrative Offices of the Northwest Florida Beaches International Airport, located at 6300 West Bay Parkway, Panama City, FL 32409.

The District reserves the right to accept or reject any or all bids, proposals, competitive or otherwise, in whole or in part, to waive informalities in the solicitation documents, to obtain new bids, or to postpone the bid opening pursuant to the District's purchasing policies as they may deem in the best interest of the District.

Northwest Florida Beaches International Airport Darlene D. Nelson, CPA Director of Finance and Administration

## I. General Conditions

- A. The purpose of this bid is to establish a firm, fixed price for the turnkey acquisition, configuration and installation of replacement VHF and UHF voice communication transceivers, Automated Terminal Information Service (ATIS) transmitter, and voice data logging system, at the Airport in accordance with purchasing policies of the Northwest Florida Beaches International Airport.
- B. Bids must be received in the Airport Administrative Office at 6300 West Bay Parkway, Box A, Panama City Beach, Florida, by 2:00 p.m., CST on August 14, 2023 in order to be considered responsive. Bids must be plainly marked, "Air Traffic Control Tower Radio Replacement-August 14, 2023".
- C. The Airport reserves the right to reject any one or all bids, or any part of any bid, to waive any informality in any bid and to award a contract deemed to be in the best interest of the Airport.
- D. In the event a brand name is specified, that brand or an approved equivalent will be considered, unless otherwise noted. Brand names, makes, and model numbers contained herein are for reference only in regards to level of quality and durability that the Airport will accept as a minimum.
- E. All questions regarding this bid shall be in writing and directed to <u>accounting@pcairport.com</u>. Questions will be accepted until 2:00 p.m. CST on August 9, 2023. All questions and responses will be made available on the Airport's website at: <u>www.iflybeaches.com</u> no later than 5 p.m. CST on August 11, 2023.
- F. Requests to schedule an airport site visit, should it be necessary, to evaluate the scope of work should be directed in writing to <a href="mailto:accounting@pcairport.com">accounting@pcairport.com</a>. Sight visits will be accommodated Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. through August 13, 2023.
- G. All bids must be valid for a minimum of 60 days after the bid is opened.
- H. The successful bidder shall warranty labor for a period of one year from the date of acceptance of the work.
- I. The successful bidder shall supply the Airport with warranty information on the equipment and materials used for this project.

- J. No alterations or deviations involving extra costs will commence without a duly executed Change Order.
- K. If applicable, the successful bidder shall be licensed in the State of Florida to perform the type of work requested under this Invitation to Bid.
- L. The successful bidder will be responsible for obtaining any required permits and conducting an acceptance inspection.
- M. All equipment and materials used shall be manufacturer-approved for the type of application requested under this Invitation to Bid.
- N. Upon award of bid work on the project will begin immediately based on a mutually agreeable schedule.
- 0. The successful bidder shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or any other force majeure event.

# II. Scope of Work

The "Air Traffic Control Tower Radio Replacement" shall be performed in accordance with the attached "Air Traffic Control Tower Radio Replacement" specification and shall include all parts, materials, equipment, and labor to complete the project turnkey.

Scope of work task items shall include:

- Provide, configure and install all VHF/UHF air-to-ground and ground-to-ground communication transceivers to replace existing in the quantities provided for within this "Invitation to Bid". (See Attached Specification)
- Provide, configure and install replacement Automated Terminal Information Service (ATIS) communication transceiver to replace existing provided for within this "Invitation to Bid". (See Attached Specification)
- Provide, configure and install replacement Digital Logging Recorder system provided for within this "Invitation to Bid". (See Attached Specification)

# III. Insurance Requirement

# SC-2 Insurance

The Contactor shall procure and maintain the following described insurance, except for coverage(s) specifically waived by Owner, on policies and with insurers acceptable to Owner. These insurance requirements shall not limit the liability of

### Contractor.

The insurance coverage(s) and limits required of Contractor under this Invitation to Bid are designed to meet the minimum requirements of Owner and the Owner does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities. Contractor alone shall be responsible to the sufficiency of its own insurance program.

The Contractor and the Contractor's subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The Contractor and the Contractor's subcontractors and sub-subcontractors shall expressly waive any claim against the Owner arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the Owner or anyone for whom the Owner is responsible. The Contractor is obligated to include, or cause to be included, provisions similar to this paragraph in all of the Contractor's subcontracts and its subcontractor's contracts with their sub-subcontractors.

The Contractor's deductibles/self-insurance retention's must be disclosed to Owner and are subject to Owner's approval. The Contractor is responsible of the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of Contractor and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by Owner.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of Owner shall be considered excess, as may be applicable to claims or losses which arise out of or relate to the Work or this Project.

A. Workers' Compensation and Employers' Liability Insurance Coverage: The Contractor shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida. Limits of coverage shall not be less than:

\$500,000 Limit Each Accident \$500,000 Limit Disease Aggregate \$250,000 Limit Disease Each Employee

B. Commercial General Liability Coverage: Contractor shall purchase and maintain commercial general liability insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Contract, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverage(s) and shall not

exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

\$ 1,000,000 Combined Single Limit Each Occurrence \$ 2,000,000 Aggregate Limit

Contractor shall add Owner as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.20.22.85 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by Contractor pursuant to the requirements of the Project Documents.

C. Business Automobile Liability Coverage: The Contractor shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of Contractor's owned, non-owned, leased, rented or hired vehicles with limits not less than:

\$1,000,000 Combined Single Limit Each Accident

D. Excess or Umbrella Liability Coverage: Contractor shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverage(s) as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverage(s) with no gaps in continuity of coverage(s) or limits with Owner added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than:

\$4,000,000 Each Occurrence/Accident

# **EXHIBIT A**

# Only bids submitted on this Bid Sheet will be accepted.

Return in a sealed envelope, plainly marked "Air Traffic Control Tower Radio Replacement-August 18, 2023"

TO: Northwest Florida Beaches International Airport, 6300 West Bay Parkway, Box A,

BUSINESS NAME	
MAILING ADDRESS	
CONTACT NAME	PHONE
EMAIL	

The Bidder hereby agrees to deliver services required to complete the scope of work per this "Invitation to Bid" for the prices shown below:

Bid Item	Unit Price per bid item	Total Bid Item Price
Base Bid Item #1 VHF Radio (8 each) per specification		
Base Bid Item #2 UHF Radio (4 each) per specification		
Base Bid Item #3 VHF Radio (2 each) per specification		
Base Bid Item #4 MDT Software (1 each) per specification		
Base Bid Item #5 Mounting Rail Kit-Slotted (14 each) per specification		
Base Bid Item #6 Mounting Rail Kit- Non-Slotted (12 each) per specification		
Base Bid Item #7 Alignment Kit-Transmitter V2 (1 each) per specification		
Base Bid Item #8 Alignment Kit-Receiver V2 (1 each) per specification		

Base Bid Item #9 Palm Microphone-Transmitter (1 each) per specification	
Base Bid Item #10 Digital Logging Recorder System (1 each) per specification	
Base Bid Item #11 Lump Sum Installation for all items included in "Invitation to Bid" per specification	
TOTAL BASE BID PRICE	
Option Item #1 Extended Warranty including supporting documents	

# PLEASE INCLUDE THE FOLLOWING:

- 1. Detailed price sheet (if applicable)
- 2. Exceptions sheet (if exceptions taken)
- 3. Product/LED Fixture Brochure/Literature
- 4. Copy of Warranty/Optional Extended Warranty

# Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the performance of services outlined in this "Invitation to Bid".
- B. Bidder is licensed in the State of Florida to perform services outlined in this "Invitation to Bid".
- C. Bidder has adequate personnel and equipment to perform services as outlined in this "Invitation to Bid" within stated timelines.

I agree to provide the above items at the prices indicated, meeting all specifications unless exceptions are noted.				
By:				
Signature:				
Title:				
Date:				

# **EXHIBIT B**

# SWORN STATEMENT UNDER SECTION 287.133(3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement is submitted to the Panama City-Bay County Airport and Industrial District
by.	
	(print individual's name and title)
fo	
	(print name and entity submitting sworn statement)
wł	nose business address is
	·
	and (if applicable) its Federal Employer Identification Number (FEIN) is
	(if the entity has no FEIN, include the Social Security No. of the individual signing this sworn statement:
	)
2.	I understand that a "public entity crime" as defined in Section 287.133(1)(g) of the Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public

entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.

- 4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statures, means
  - A. A predecessor or successor of a person convicted of a public entity crime; or
  - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, and employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)
  \_\_\_\_Neither the entity submitting this sworn statement, not any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  \_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents

who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,

1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

	(signature)
	(date)
STATE OF	COUNTY OF
Personally appeared before me, the und	dersigned authority, (name of individual
signing)	
who, after first being sworn by me, affixe on this	ed his/her signature in the space provided abov
day of	_, 2023.
Subscribed and sworn to before me this 2023.	day of,
My commission expires:	
	Notary Public

# **EXHIBIT C**

# NON-COLLUSION AFFIDAVIT

State of	_
County of	
has any other member, representative, partnership represented by him/her, en with any person relative to the price to prevent any person from submitting a b	duly sworn, on oath says that he/she has not, nor or agent of the firm, company, corporation, or tered into any combination, collusion or agreement be proposed by anyone at such letting, nor to id, and that this bid is made without reference to nt, understanding or combination with any other any way or manner whatever.
	PROPOSER OR AGENT
	ForFIRM OR CORPORATION
Subscribed and sworn to before me this	_ day of, 2023.
My Commission Expires:	

- Form must be signed and notarized –

# AIR TRAFFIC CONTROL TOWER RADIO REPLACMENT SPECIFICATIONS

Acquire, Configure and Replace Communications Equipment per project scope of work.

# **PRODUCT SPECIFICATIONS**

- All parts, materials, and equipment provided are to be designed and manufactured to meet, or exceed, performance of voice communications equipment.
- Successful bidder to supply technical and performance documentation for each type transceiver or equipment to be used on project prior to start of work.

# **RADIOS**

- Subject to Invitation to Bid requirements, radios specified below are manufactured by General Dynamics Corporation. General Dynamics Corporation or an approved equivalent will be considered, unless otherwise noted. Brand names, makes, and model numbers contained herein are for reference only in regards to level of quality and durability that the Airport will accept as a minimum.
- Radios shall meet all applicable FAA standards for required performance and shall be tuned to the frequencies issued for the Northwest Florida Beaches International Airport (ECP) for airport ground control, local control, clearance delivery, and ATIS. Frequencies to be provided by Airport prior to installation.
- Radios to be integrated with existing Frequentis Brand, Touch-Screen, controller positions in the ATCT cab area.
- Radios shall be installed so that all frequencies are available to each controller position in the ATCT cab area.
- Radios to be rack-mounted in existing remote radio building located on Airport.
- <u>Base Bid Item #1.</u> Eight (8), GENERAL DYNAMICS BRAND, CM-350 VDX V2: VHF 5-50W Transceiver Assembly Software Defined or approved equivalent to include:
  - CM-350 (V2) VHF High Power (5-50W) Transmitter with embedded frequency agile co-site filter and the CM-300 (V2) VHF Digital Receiver. Includes external 10 MHz reference inputs, the Standard Transmitter Ship Kit, the AC/DC Power Cable kit the Standard Receiver Ship Kit, the Receiver AC/DC Power Cable kit, Transceiver cable kit, and operations manual. Compliant with ED-137 VoIP standard. Fits in a standard 19-inch rack.
- Base Bid Item #2. Four (4), GENERAL DYNAMICS BRAND, CM-350 UDX V2: UHF 5-50W Transceiver Assembly Software Defined or approved equivalent to include:
  - CM-350 (V2) UHF High Power (5-50W) Transmitter with embedded frequency agile co-site filter and the CM-300 (V2) UHF Digital Receiver. Includes external 10 MHz reference inputs, the Standard Transmitter Ship Kit, the AC/DC Power Cable kit the Standard Receiver Ship Kit, the Receiver AC/DC Power Cable kit, Transceiver cable kit, and operations manual.

Compliant with ED-137 VoIP standard. Fits in a standard 19-inch rack.

- Base Bid Item #3. Two (2), GENERAL DYNAMICS BRAND, CM-300 VDT V2 VHF 2-12W Transmitter Assembly or approved equivalent to include:
  - Software Defined CM-300 VHF Low Power Transmitter Version 2 with embedded by-passable co-site filter the Standard Transmitter Ship Kit (67-P57490R001 and the Transmitter AC/DC Power Cable kit (67-P57497R001). Includes operations manual. Compliant with ED-137 VoIP standard. Fits in a standard 19-inch rack.
- Base Bid Item #4. One (1), Maintenance Data Terminal Software, CM300/350 V2, or approved equivalent to include:
  - o Computer based software provides access to all installation, alignment and maintenance parameters through the radios Ethernet ports. Also provides access to the Event Log, and all Alarm, Alert and Fault data.
  - o Use with CM-300/CM-350 V2 UHF/VHF receivers and transmitters.
  - o Compatible with Windows 10.
  - o Price includes a single seat license.
- <u>Base Bid Item #5.</u> Fourteen (14), 21-INCH MOUNTING RAIL KIT (SLOTTED). Kit contains pair of 21-inch long mounting rails and rail hardware for all CM V2 Series radios. Slotted rail.
- <u>Base Bid Item #6.</u> Twelve (12), 21-INCH MOUNTING RAIL KIT (NON-SLOTTED). Kit contains pair of 21-inch long mounting rails and rail hardware for all CM V2 Series radios. Non-slotted.
- <u>Base Bid Item #7.</u> One (1), ALIGNMENT KIT (TRANSMITTER V2). Kit contains breakout cable and alignment tools for CM-300 (V2) transmitters
- <u>Base Bid Item #8.</u> One (1), ALIGNMENT KIT (RECEIVER V2). Kit contains breakout cable and alignment tools for CM-300 (V2) receivers
- Base Bid Item #9. One (1), Palm microphone for CM-300/350 (V2) Transmitter.

# **DIGITAL LOGGING RECORDER SYSTEM**

- Base Bid Item #10. One (1), DVR system capable of supporting recording, playback, and duplication of all radio and telephone communications, both to and from the ATCT for a minimum of 45 day, to include the following:
  - o Web-based browser interface.
  - o Analog capture cards, analog 32 channels standard.
  - o Simultaneous analog recording.
  - Loop start, voice activation ("vox"), or continuous recording by individual channel selection at setup.
  - o Minimum 50,000 hours hard drive archiving.
  - o Multiple backup options, including DVD-RAM drive, USB hard drive or NAS.
  - Multi-tiered access levels to allow the administrator to assign different levels of access and functionality to groups or users.
  - o Call tag/search interface and search features for quick retrieval with advanced "call tag" capability.
  - o ANI/ALI search feature.
  - o Multi-channel simultaneous playback.
  - o Talking clock audible time and date stamp.
  - o Capable of direct connection to the network time standard.

- o DSF format recording for legal purposes.
- o Shall support .WMA or .WAV formatting for saving or e-mailing via email client.
- o Shall support Live Monitoring.
- Statistics retrieval capabilities viewing for analysis and "exception reporting" in graph or exportable Excel format.
- o Assignable privacy on demand.
- o Remote monitoring diagnostics capable of alerting console operators in the event of a failure.
- o Local recorder access capability.

# **GENERAL**

- Contractor will provide all labor, supervision, materials, tools, safety equipment and product to perform job. Installation of all equipment provided in this Invitation to Bid to be included in Base Bid as a separate line item Base Bid Item #11.
- Contractor will comply with all safety and working permit instructions from the client.
- Contractor will clean and remove all job related debris including fixtures removed for conversion.

# **WARRANTY:**

- Parts, materials, and warranty information will be as provided by manufacturer but in no case will be less than 12 months from final acceptance date of project unless otherwise stipulated through extended warranty provisions.
- Labor warranty will 12 months from final acceptance date of project.

# **EXTENDED WARRANTY:**

• Option Item #1. Provide extended manufacturer warranty on radio equipment. Provide cost, term, and terms and conditions with bid documents.