

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: September 2, 2020

Presenter's Name and Title: Dexter Williams, Chief of Police

Prepared By: Darlene Charles, Procurement Analyst

Temp. Reso. Number: 7256

Item Description: Temp. Reso. 7256 APPROVING THE TWO-YEAR RENEWAL OF THE LEASE AGREEMENT BETWEEN CITY OF MIRAMAR AND PETERSON'S HARLEY-DAVIDSON FOR THE LEASE OF HARLEY-DAVIDSON MOTORCYCLES FOR THE POLICE DEPARTMENT'S TRAFFIC UNIT, IN AN AMOUNT NOT TO EXCEED \$169,560 FOR THE RENEWAL TERM. (Police Chief Dexter Williams and Procurement Director Alicia Ayum)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk:

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding for this agreement will be budgeted in the Police Department Special Support Law Enforcement Leased Motorcycle GL Account # 001-20-202-521-000-604405 as follows: \$84,780 for FY 2021 and \$84,780 for the subsequent year.

Contents:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR7256**
 - **Exhibit A:** Peterson's Harley-Davidson Lease Quote
 - **Exhibit B:** Original Reso R6773 - Police Motorcycle Lease with backup



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, City Manager

BY: Dexter Williams, Chief of Police

DATE: August 27, 2020

RE: Temp. Reso. No.7256 approving the two-year renewal of the Lease Agreement between the City of Miramar and Peterson's Harley-Davidson of Miami, LLC, for Harley-Davidson Police Motorcycles for the Police Department's Traffic Unit

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 7256, approving the two-year renewal of the Lease Agreement between the City of Miramar and Peterson's Harley-Davidson of Miami, LLC, for Harley-Davidson Police Motorcycles for the Police Department's Traffic Unit, in an amount not-to-exceed \$169,560 for the two-year renewal term.

ISSUE: City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412 (a)(1).

BACKGROUND: On July 18, 2018, the City Commission approved Request for Proposals (RFP) # 18-04-22 for the lease of 10 Harley-Davidson Motorcycles for the Police Department's Traffic Unit. The term of the Agreement was for two years, with an option to renew for one additional two-year period. The initial Agreement will expire on December 20, 2020.

DISCUSSION: The current Agreement will expire in December of this year. If the City waits until that time, the cost of the Lease will go up an additional \$450 per motorcycle costing the City an additional \$10,800 over the life of the twenty-four-month renewal Agreement. Renewing the Agreement at this time will ensure that there is no gap in service and that the City is spending in the most prudent way possible.

ANALYSIS: The Agreement of the leased motorcycles for the Police Department's Traffic Unit will expire in the next few months. A new agreement must be put in place for these vehicles. The cost of a lease for 9 motorcycles at a monthly rate of \$785.00 times 12 months is \$9,420. Therefore, the annual cost of 9 motorcycles times \$9,420.00 equals \$84,780.00. The total cost of the two-year lease is \$169,560.

Temp. Reso. No. 7256
8/17/20
8/26/20

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE TWO-YEAR RENEWAL OF THE LEASE AGREEMENT BETWEEN CITY OF MIRAMAR AND PETERSON'S HARLEY-DAVIDSON OF MIAMI, LLC FOR THE LEASE OF HARLEY-DAVIDSON MOTORCYCLES FOR THE POLICE DEPARTMENT'S TRAFFIC UNIT, IN AN AMOUNT NOT TO EXCEED \$169,560, FOR THE RENEWAL TERM; PROVIDING THAT OFFICIALS ARE AUTHORIZED TO TAKE ACTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 18, 2018 the City Commission approved Request for Proposals (RFP) # 18-04-22 for the lease of Harley-Davidson Motorcycles for the Police Department's Traffic Unit; and

WHEREAS, the term of the Agreement is for two years, with the option to renew for one additional two-year period; and

WHEREAS, the initial Agreement will expire on December 12, 2020; and

WHEREAS, the City Manager recommends that the City Commission approve the two-year renewal of the Agreement between City of Miramar and Peterson's Harley-Davidson of Miami, LLC, in an amount not-to-exceed \$169,560 for the renewal term; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the two-year renewal of the Agreement between City of Miramar and Peterson's Harley-Davidson of Miami, LLC, in an amount not-to-exceed \$169,560 for the renewal term.

Reso. No. _____

Temp. Reso. No. 7256
8/17/20
8/26/20

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it approves the two-year renewal of the Agreement between City of Miramar and Peterson’s Harley-Davidson of Miami, LLC, in an amount not-to-exceed \$169,560 for the renewal term, together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution

Temp. Reso. No. 7256
8/17/20
8/26/20

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Maxwell B. Chambers

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston F. Barnes
Vice Mayor Maxwell B. Chambers
Commissioner Yvette Colbourne
Commissioner Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Reso. No. _____

Lease Agreement

Option B

\$785 for FLHP or FLHTP model

INCLUDED	NOT INCLUDED
<ol style="list-style-type: none">1. Regular scheduled services as recommended by the factory (see exhibit 2)2. Parts and labor for installation of dealer-owned equipment (LED lights, siren, police box and guard rails)3. Transfer of dealer-owned equipment upon renewal4. Parts and labor for repair/replacement of tires, brakes and clutches5. Parts and labor for installation of city-owned equipment (such as, radars, radios, set-com, moto-lights and cameras)6. Transfer of city-owned equipment upon renewal	<ol style="list-style-type: none">1. Parts and labor as a result of physical damages



**LEASE AGREEMENT BETWEEN CITY OF MIRAMAR
AND PETERSON'S HARLEY-DAVIDSON OF MIAMI, LLC
FOR HARLEY-DAVIDSON POLICE MOTORCYCLES**

This Agreement made and entered into between Peterson's Harley-Davidson of Miami, LLC, herein referred to as "Lessor" and City of Miramar, herein referred to as "Lessee," made this _____ day of _____, 2020 for the purpose of leasing nine (9) black FLHTP Harley-Davidson Police motorcycles under the following terms and conditions:

- 1) **EQUIPMENT:** 2020 black FLHTP Harley-Davidson Police solo motorcycles with the complete description provided on the attached specification sheet herein referred to as "Exhibit 1".
- 2) **AGREEMENT TERM:** The term of this Agreement shall commence on the date of delivery of the aforesaid police motorcycle and continue thereafter for a period of twenty-four (24) months. Motorcycles leased under this Agreement are to be used for police and related activities: off-duty details, funeral escorts and parades only. Any other use shall require the prior written consent of Lessor. At the end of the Agreement term, Lessee shall return the motorcycles to Peterson's Harley-Davidson of Miami, L.L.C.

By mutual agreement of the parties, Lessee may extend the term of this Agreement for up to ninety (90) calendar days beyond the expiration of the term, if needed, while a new agreement is being negotiated. If this right is exercised, Lessee shall notify Lessor, in writing, and prior to sixty (60) calendar days of the expiration of the term, of its intent to extend the Agreement beyond the term for a specific number of days, subject to the same terms and conditions set forth in this Agreement. If Lessee keeps possession of the motorcycles past the expiration of this Agreement, the Lessee shall continue to pay the monthly payments as specified in this Agreement. The Lessee shall also pay the Lessor for any services or repairs needed, including parts and labor for tires, brakes, clutches, and damage to engine, transmission, paint, or body parts incurred during the extension unless another arrangement was mutually agreed upon prior to the expiration of this Agreement. Please refer to Paragraph 13 with regard to maintenance and warranty of the motorcycles.

- 3) **PAYMENT PERIOD:** Lessee shall pay monthly payments in the amount of \$785.00 for each motorcycle. Payments include the cost of equipment, payment of interest,

maintenance, and administrative costs, less the residual value of the motorcycle. Lease of motorcycles will be billed around the 5th day of each month and payable within 30 days of the date billed during the term of this Agreement.

- 4) **INSURANCE:** At its own expense, the lessee shall carry casualty insurance in the amount of \$2,000,000 with respect to the motorcycle and shall carry Public Liability and Property Damage Insurance sufficient to protect the actual cash value of the equipment and to protect the Lessor from liability in all events. The Lessee shall carry Worker's Compensation covering all its employees working on, in, or about the motorcycle. The Lessee shall furnish to the Lessor certificates or other satisfactory evidence of all insurance coverage described above as required by the terms and conditions of this Agreement. The Lessor shall be named as additional insured and loss payee.
- 5) **HOLD HARMLESS INDEMNIFICATION BETWEEN PARTIES:** Subject to the provisions and monetary limitations of Section 768.28 (5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the Lessee shall and does hereby indemnify and save the Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery and/or return of the motorcycle including, but not limited to injuries causing personal injury, property damage and/or death, except for damages resulting from a design fault in the product, but shall be credited with any amounts received by the Lessee with respect thereto from liability insurance by the Lessee. The indemnification shall include all costs and expenses including Attorney's fees incurred by the Lessor in connection with any suits or actions resulting from and special liability. Nothing contained herein is intended nor shall be construed to waive Lessee's right and immunities under common law and Section 768.28, Florida Statutes.
- 6) **LIENS:** The Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, and encumbrance or claim on or with respect to the motorcycle, except with respect to the respective rights of the Lessor as herein provided. Lessee shall promptly, as its own expense, take such actions as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time due to the Lessee's action or inaction.
- 7) **TAXES AND FEES:** The Lessee shall pay any necessary taxes or fees, including but not limited to Sales and Use Tax, Excise Tax, Personal Property Tax, assessments, penalties, licenses, fees, registration fees, freight and transportation charges, permits and any similar charges imposed on the ownership, possession or use of the motorcycle during the term of the Agreement. Both parties recognize that the Lessee is tax exempt under Florida Law.
- 8) **CARE AND USE OF EQUIPMENT:** The Lessor agrees to maintain the motorcycle pursuant to the manufacturer's standard preventative maintenance plan and/or recommendation, pursuant to the provisions set forth in Paragraph 13. All repairs shall be made at Peterson's Harley-Davidson of Miami LLC., located at 19400 NW 2nd Ave., Miami, FL 33169. The Lessee, at its own cost and expense, shall ensure delivery of the

Motorcycle to Peterson's Harley-Davidson of Miami LLC., located at 19400 NW 2nd Ave., Miami, FL 33169, at regular intervals set up by the Lessor in accordance with the service schedule attached herein referred to as "Exhibit 2." The Lessee shall protect the motorcycle from deterioration other than normal wear and tear, shall use the motorcycle for police related activities only, without abuse, and shall not make modifications, alterations or additions to the motorcycle without the written consent of the Lessor, which shall not be unreasonably withheld. The Lessor shall have the right, during regular business hours to enter upon the premises where the motorcycle is located in order to inspect, observe or otherwise protect the Lessor's interest and the Lessee shall afford them the opportunity to do so.

- 9) **DAMAGE OR DETERIORATION OF MOTORCYCLES:** In the event the motorcycle is damaged due to the actions of the Lessee or its employees prior to the end of this Agreement, the Lessee will promptly have the motorcycle repaired and restored to its original condition and working order. Any damage done to lease motorcycles during the officers' training will be repaired as soon as possible following damage at Lessee's expense. This includes damage done to engine, transmission, brakes, paint, and body parts. All repairs must be done at the Lessor's repair facility located at 19400 NW 2nd Ave., Miami, FL 33169. In case of theft or total loss of the motorcycle, the replacement value shall be \$25,000.00 minus 2% for each month the agreement is in effect.
- 10) **SELECTION OR RIDER:** The Lessor reserves the right to reject any rider of his motorcycle so as to be assured that proper handling and care is exercised.
- 11) **RIDER RESPONSIBILITY AND PRIVILEGES:** The rider will be responsible for keeping the motorcycle clean and is required to report any defects or abnormalities. The rider shall be allowed to use the motorcycle to go back and forth to work provided that it is fully insured at all times by the Lessee and the distance is no more than thirty (30) miles each way per motorcycle during the lease period. For each mile driven per motorcycle over 20,000 total miles during the lease period, there shall be a \$0.15 cents per mile charge.
- 12) **EVENTS OF DEFAULT AND REMEDIES:** Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default:
 - a) Lessee shall fail to make any periodic payment, or to pay any other payments required to be paid hereunder, or
 - b) Lessee shall fail to keep any such other term, covenant or condition contained herein.

Upon the occurrence of an event of default as specified above, and upon the failure of Lessee to remedy such event of default with all reasonable dispatch within a period of thirty (30) days, Lessor or its assigns shall have the right, at its option without any demand or notice, to pursue any of the following remedies:

- a) By written notice to Lessee, declare an amount equal to all payments due during the Agreement term to be immediately due and payable as liquidated damages and not as a penalty, whereupon the same shall become immediately due and payable.
- b) Re-enter and take possession of the equipment, enforce this Agreement or terminate the Agreement, and repossess the equipment and sell or lease the equipment for the account of the Lessee, holding Lessee liable for all payments up to the effective date of such leasing or selling and for the difference in the purchase price, rental and other amounts paid by the Lessee or purchaser pursuant to such lease or sale and the amounts payable by Lessee hereunder, and
- c) Any action at law or in equity as may appear necessary to collect the payments then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement upon failure to comply with any term, covenant or condition contained herein.

13) MAINTENANCE AND EQUIPMENT: Lessor shall provide full maintenance for the motorcycle at no cost to the Lessee, including regular scheduled services as recommended by the factory in accordance with the schedule attached hereto as Exhibit 2, plus parts and labor for repair and/or replacement of tires, brakes, and clutches. Parts and labor required as a result of physical damages will not be considered maintenance and Lessee shall be fully responsible for such repairs. Transfer of any department-owned equipment, such as radars, radios, set-com, moto-lights, and cameras will also be installed at no charge to the Lessee. The Lessor shall not supply Lessee with gasoline or radios. All maintenance shall be done at Peterson's Harley-Davidson, 19400 NW 2nd Ave., Miami, FL 33169.

The Harley-Davidson Motor Company warranty on the leased motorcycles is for a period of twenty-four (24) months coinciding with the lease term agreed upon between the parties. In the event the Lessee retains the motorcycles at the conclusion of the twenty-four (24) month lease, the Lessee shall be responsible for the cost of maintenance, labor, and parts incurred subsequent to the expiration of the twenty-four (24) month lease.

14) LABOR AND PARTS: Lessor reserves the right at any time to increase the labor rate or make price adjustments to parts as a result of increases in the cost of said parts. Lessor agrees that in no event shall an increased price charged to Lessee be more than that charged to other parties. Discount provisions otherwise applicable shall continue in force even though the prices may be changed. Labor rate increases shall take effect after written notice to Lessee and shall apply to all services subsequently rendered.

15) SUBLEASE OR ASSIGNMENT: Neither the Lessor, nor the Lessee may assign this lease. Neither the Lessor nor the Lessee may affect the subleasing of the motorcycle.

16) TERMINATION: Either party may at any time during the term hereof, upon sixty (60) days written notice to the other party, terminate this Agreement with or without cause. Lessor shall be entitled to lease payments due or incurred up to the date of such termination or until the motorcycle(s) are returned.

- 17) ENTIRE AGREEMENT; AMENDMENTS:** This Agreement constitutes the entire agreement between Lessor and Lessee, and all negotiations and oral understandings are merged herein. No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement and signed by each Party.
- 18) CONSENT TO JURISDICTION:** The Parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.
- 19) GOVERNING LAW:** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.
- 20) HEADINGS:** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 21) SEVERABILITY:** If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 22) WAIVER:** The waiver by either Party of any failure on the part of the other Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.
- 23) COSTS AND ATTORNEY'S FEES:** If either Lessor or Lessee are required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing Party shall be entitled to recover from the other Party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

City:

Peterson's Harley-Davidson of Miami, LLC:

Signature of Authorized Representative



Dirk Peterson, Owner

Name & Title

2020 Harley-Davidson® FLHTP Electra Glide® Police Motorcycles

SCOPE OF SPECIFICATIONS

These specifications describe the mechanical and comfort requirements for the FLHTP Solo Law Enforcement Motorcycles

SPECIFICATIONS*

All proposed FLHTP motorcycles to be in full compliance as follows:

NEW FOR 2020

Reflex™ Defensive Rider Systems (RDRS) – Standard:

The Reflex Defensive Rider Systems will assist the rider in maintaining the rider's intended path.

Package provides the following features:

- Cornering Electronically Linked Brakes
- Cornering – ABS
- Cornering – Traction Control with modes. Traction Control can be turned on or off
- Drag Torque Slip Control
- Vehicle Hold Control
- Tire Pressure Monitoring (TPMS)

H-D™ Connect – Standard

The new H-D Connect technology introduces subscription-based cellular connectivity to keep riders connected to their motorcycle through their smart phone using the latest version of the Harley-Davidson™ App. H-D Connected allows owners to connect remotely to their motorcycle to view key vehicle health information, receive tamper alerts and stolen-vehicle assistance.

New Handlebar with bar ends turned higher to provide more clearance to the operator's legs.

A. Engine

Piston displacement of not less than 1868cc Milwaukee-Eight™ 114 cubic inch, pushrod-operated, overhead valves with hydraulic, self-adjusting lifters, four valves per cylinder and featuring EITMS (Engine Idle Temperature Management System), producing minimal vibration frequencies and magnitudes. Engine and transmission isolated from motorcycle frame utilizing a rubber mounting system.

- Powertrain deluxe chrome group designed for low maintenance; black powder coat finish on engine; chrome rocker boxes, timer cover, outer primary housing & transmission covers
- Compression ratio: 10.5:1
- Electronic Sequential Port Fuel Injection System (ESPFI)
- Single Cam design
- Hydraulic Lifters requiring no maintenance service adjustments
- Air and Oil cooled
- Fan-assisted oil cooler

B. Clutch / Transmission

- Clutch shall be of the latest assist and slip ten (10) plate design, wet
- Hydraulically Actuated Clutch system

- Transmission to be of latest design, manual type, with not less than six (6) forward speeds
- Clutch disengage for starter motor operation
- Primary Drive, double-row chain, 34/46 ratio
- Greaseless shifter shaft with "anti-vibration" rubber spacers
- Gear Ratios: 1st: 9.593
2nd: 6.650
3rd: 4.938
4th: 4.000
5th: 3.407
6th: 2.875

C. Brakes

- Reflex™ Linked Braking with ABS, linking disengages below 25 mph
- Hydraulic Disc brakes for both front and rear wheels
- Front brakes having dual 11.81-inch diameter floating discs
- Rear brake having a single disc
- Brakes shall be relatively free of heat fade
- Calipers – 4 Piston
- Uniform Expanding Rear Rotor

D. Suspension

Motorcycles shall be provided with a suspension system to permit optimum handling conditions as required in law enforcement.

- Front suspension uses Showa® Dual Bending Valve (SDBV™) technology and provides 117 mm of travel; improved damping performance over the range of suspension travel
- Hand-adjustable emulsion rear shocks provide 15–30% more preload adjustment and adjust with the turn of a single knob, no tools required; improved damping performance over the range of suspension travel
- 49 mm telescopic front forks
- Rear suspension swing arm bearings shall require no lubrication for life of the motorcycle

E. Wheels / Tires

- Black Impeller™ Cast Aluminum wheels, rim material to be impermeable to compressed air
- 90° valve stem
- Tubeless type tires to have non-skid tread, designed to operate on paved highways and shall have a full, four-ply fabric reinforcement
- Bead-retention tires designed to remain on wheel during sudden loss of pressure
- Sealed automotive-style wheel bearings requiring no endplay adjustment and service interval of 100,000 miles (160,000 km)

F. Fuel Tank

- Fuel tank to have a capacity of 6 U.S. gallons (22.71 liters). Must provide a minimum of 1 gallon
- (3.8 L) reserve fuel capacity when main supply is exhausted
- Electric fuel pump

G. Electrical System

Electrical system shall be nominal 12-volt as follows:

- Battery: Sealed, heavy-duty maintenance-free, 12-volt, minimum rated capacity – 28 ampere hours
- (Battery Council International rating), 405 cold cranking amps
- Ignition: Non-waste spark, alpha control
- Charging System: Three-phase, 48-amp high output alternator producing 28 amps at idle, solid state regulator
- Connectors: Industrial grade throughout, provided with electrical accessory connection
- Hand Controls: Water-resistant, integrated switches
- Starting System: 12-volt starter, solenoid operated engagement, relay required
- Horn: Sound level audible above motorcycle and traffic-generated noise

H. Lighting

Each motorcycle shall be provided with the following lighting equipment:

- Daymaker™ LED Headlight
- Front Emergency Lamps PAR-36, one red and one blue (incandescent)
- Tail light
- Turn Signals, self-canceling system
- Flashers, four-way, with independent switch
- License plate lighting with two blue marker lamps

I. Visual Displays

- Speedometer: Analog & Digital speedometer, range 0–120mph (or kph equivalent), (2) re-settable trip meters
- Speed Capture with Digital Speed Display
- Gear indicator
- Odometer: Calibrated, cumulative
- Tachometer: Analog
- Fuel level gauge
- Voltmeter gauge
- Emergency Light Activation indicators – separate indicators for front and rear emergency lights
- Stealth Mode indicator – if activated
- Cruise Control indicator
- Sight glass on brake master cylinders
- Fuel Mileage countdown till empty displayed in odometer window when Low Fuel indicator lamp is lit
- Turn Signal indicators
- Hazard-Warning Lights indicator
- Neutral indicator
- High-Beam indicator
- Low Oil Pressure indicator
- Engine Diagnostic light
- ABS indicator lamp
- Security Lamp (if equipped with optional security system)

J. Feature Requirements

- Seat: Deluxe solo saddle, special police type, breathable material covering, adjustable coil over spring suspension system
- Heated Grips – OE standard
- Cruise Control – OE standard
- Stealth Mode – optional activation
- Push to Talk Switch – requires other police radio equipment not supplied by H-D
- Power ON for emergency equipment for 30 minutes with ignition OFF
- Analog and Digital Speed Display with Speed Capture feature
- Gear Indicator
- Side Stand: Jiffy stand with electronic disengage to prevent drive off with jiffy stand deployed
- Foot Boards: pivoting type with non-skid rubber pads
- Guards: Front engine guard bar and rear saddlebag guard bars *Horizontal Saddlebag Rails – Optional*
- Saddlebags: Factory installed, law enforcement type Injection Molded GTX saddlebags, approximately 2000 cubic inches of storage space per bag, water-resistant, utilizing one-touch operation latches
- Final belt drive, with a rubber isolated 68 tooth rear drive sprocket
- Chrome, two into one into two exhaust system
- Windshield: Constructed of clear polycarbonate, designed to break away with minimal force
- Mirrors: Two (2) long stem “true” image mirrors
- Key: One key fits all locks
- Wheelbase: 64 in. (1625 mm)
- Laden Seat Height: 27.3 in. (695 mm)
- Gross Vehicle Weight Rating: 1,360 lb. (617 kg)
- Dry Weight: 809 lb. (367 kg)
- Running Order: 844 lb. (383 kg)
- Service Intervals: 1st 1,000 miles and then every 5,000 miles thereafter
- Limited Warranty: 24 months, unlimited mileage

ITEM SERVICED	1K	5K	10K	15K	20K	25K	30K	35K	40K	45K	50K	NOTES
Check operation of electrical equipment and switches	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Check front tire pressure, inspect tread	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	1
Inspect front brake fluid level	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	5
Check DOT 4 front brake fluid for moisture	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	1 & 2
Inspect clutch fluid system for leaks, contact or abrasion	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	4 & 5
Check hand control fastener switch housing screw torque	✓		✓		✓		✓		✓		✓	1, 2 & 6
Check clutch lever handlebar clamp screw torque	✓		✓		✓		✓		✓		✓	1, 2 & 6
Check master cylinder handlebar clamp screw torque	✓		✓		✓		✓		✓		✓	1, 2 & 6
Inspect, lubricate and adjust steering head bearings						✓					✓	2 & 7
Inspect windshield bushings (if equipped)			✓		✓		✓		✓		✓	2
Inspect air cleaner, service as required		✓	✓		✓	✓	✓	✓	✓	✓	✓	3
Replace engine oil and filter	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	1 & 3
Clean air cooler	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Replace primary chaincase lubricant	✓		✓		✓		✓		✓		✓	3
Replace transmission lubricant	✓				✓				✓			3
Inspect oil lines & brake system for leaks, contact or abrasion	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	1 & 2
Inspect fuel lines and fittings for leaks, contact or abrasion	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	1 & 2
Inspect rear brake fluid level	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	5
Check DOT 4 rear brake fluid for moisture	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	1 & 2
Brake and clutch systems	FLUSH BRAKE AND CLUTCH SYSTEMS AND REPLACE DOT 4 HYDRAULIC BRAKE AND CLUTCH FLUIDS EVERY TWO YEARS OR SOONER IF MOISTURE CONTENT IS 3% OR GREATER											2
Inspect brake pads and discs for wear	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Check front axle nut torque	✓		✓		✓		✓		✓		✓	1, 2 & 6
Inspect and lubricate jiffy stand	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	2 & 3
Check & lubricate (with Harley Lube) brake & clutch controls	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Check rear tire pressure, inspect tread	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	1
Inspect and adjust drive belt and sprockets	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	2
Check rear axle nut torque	✓		✓		✓		✓		✓		✓	1, 2 & 6
Inspect exhaust system for leaks, cracks, loose/missing parts	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	3
Battery	CHECK BATTERY, TERMINAL TORQUE AND CLEAN CONNECTIONS ANNUALLY/LUBRICATE TERMINALS WITH ELECTRICAL CONTACT LUBRICANT											1
Spark plugs	REPLACE SPARK PLUGS EVERY TWO YEARS OR EVERY 30,000 MILES, WHICHEVER COMES FIRST											
Lubricate fuel door hinge and latch with Harley Lube	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Rebuild front forks											✓	2 & 8
Fuel filter	REPLACE FUEL FILTER EVERY 100,000 MILES											2 & 3
Rear sprocket isolators	INSPECT REAR SPROCKET ISOLATORS FOR WEAR AT EACH REAR TIRE CHANGE											
Road test to verify component and system functions	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
ESTIMATED SAVINGS	\$ 439.87	\$ 439.87	\$ 445.17	\$ 439.87	\$ 445.17	\$ 508.83	\$ 445.17	\$ 439.87	\$ 445.17	\$ 439.87	\$ 1,094.98	\$ 5,583.84

NOTES:

SERVICE MUST BE PERFORMED AT SPECIFIED INTERVALS TO KEEP YOUR HARLEY-DAVIDSON MOTORCYCLE OPERATING AT PEAK PERFORMANCE

1. Perform annually or at specified intervals, whichever comes first
2. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified
3. Perform maintenance more frequently in severe riding conditions (extreme temperatures, dusty environments, long storage conditions, short runs, heavy)
4. Brake fluid level will drop as brake pads wear
5. Clutch fluid level will rise as clutch wears
6. For torque instructions, see Shop Practices in the service manual
7. Disassemble, lubricate, inspect and adjust every 25,000 miles
8. Disassemble, inspect, rebuild forks and replace fork oil every 50,000 miles

***THE ABOVE ESTIMATES ARE FOR REGULARLY SCHEDULED SERVICES AS RECOMMENDED BY THE FACTORY AND DO NOT CONTAIN INSTANCES OF REPAIR, SUCH AS THE NEED FOR TIRE CHANGES, CLUTCH REPLACEMENTS, BRAKE REPLACEMENTS, WEAR & TEAR, AND OTHER PHYSICAL DAMAGES OR REPAIRS NEEDED.**

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: August 22, 2018

Presenter's Name and Title: Dexter Williams, Chief, on behalf of the Police Department, and Alicia Ayum, Director, on behalf of the Procurement Department

Prepared By: Natalie Richmond, Senior Procurement Analyst

Temp. Reso. Number: 6773

Item Description: Temp. Reso. #6773, AWARDING REQUEST FOR PROPOSALS NO. 18-04-22 FOR THE LEASE OF POLICE MOTORCYCLES FROM PETERSON'S HARLEY-DAVIDSON OF MIAMI, LLC; APPROVING THE LEASE OF TEN MOTORCYCLES FOR THE POLICE DEPARTMENT'S TRAFFIC UNIT IN THE AMOUNT OF \$180,000 FOR THE TERM OF THE LEASE; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH PETERSON'S HARLEY-DAVIDSON OF MIAMI, LLC FOR A TERM OF TWO YEARS WITH THE OPTION TO RENEW FOR ONE TWO-YEAR TERM. (Dexter Williams, Chief of Police and Alicia Ayum, Procurement Director)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: [Click or tap here to enter text.](#)

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding for this agreement will be budgeted in the Police Department Special Support Law Enforcement Leased Motorcycle GL Account # 001-20-202-521-000-604405 as follows: \$90,000 for FY2019 and \$90,000 for FY2020.

Content:

- Agenda Item Memo from the Interim City Manager to City Commission
- Resolution TR 6773
 - Exhibit A: Proposed Motorcycle Lease Agreement with Peterson's Harley-Davidson
- Attachment(s)
 - Attachment 1: RFP 18-04-22
 - Attachment 2: Proposal from Peterson's Harley-Davidson



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, Interim City Manager *V. Hargray*

BY: Dexter Williams, Chief of Police
Alicia Ayum, Procurement Director

DATE: August 16, 2018

RE: Temp. Reso. No. 6773, Award of Request for Proposals No. 18-04-22 for the Lease of Police Motorcycles from Peterson's Harley Davidson of Miami, LLC

RECOMMENDATION: The Interim City Manager recommends approval of Temp. Reso. 6773, awarding Request for Proposals No. 18-04-22 ("the RFP") to Peterson's Harley-Davidson of Miami, LLC ("Peterson's"), for the lease of ten motorcycles for the Police Department Traffic Unit in an amount of \$180,000 for the term of the lease.

ISSUE: City Commission approval is required for a purchase or combined purchases by a single department of, or contract for, commodities or services in excess of fifty thousand dollars from the same person or entity during the course of a fiscal year.

BACKGROUND: The City of Miramar Police Department Traffic Unit promotes the safe and expeditious flow of vehicular and pedestrian traffic through the community, conducts traffic crash investigations, and other vital functions. The Traffic Unit accomplishes these tasks through the enforcement of state and local traffic laws, educating the public and other traffic safety duties.

The City currently has a lease with Peterson's for ten Harley motorcycles for the Traffic Unit, which is set to expire about October 2018. In anticipation of the expiration of the lease, the Procurement Department issued the RFP on Demandstar and in a newspaper of general circulation. The RFP closed on June 14, 2018, with a total of two proposals from Peterson's and J.S. Florida Motor Sports LLC dba Alligator Alley Harley ("Alligator Harley"). A selection committee made up of staff from the Police, Fire and Public Works Departments met on July 9, 2018, to discuss and evaluate the proposals. The proposal from Alligator Harley was deemed non-responsive to requirements of the RFP. The

selection committee proceeded to evaluate the remaining proposal from Peterson's. The selection committee concluded Peterson's was the responsive responsible proposer and voted to recommend Peterson's for award.

The lease agreement with Peterson's will be for a term of two years with the option to renew for one additional two-year term. The cost for the lease for the two-year term is \$180,000. The City also currently leases from Peterson's for the same rate.

Temp. Reso. No. 6773
7/18/18
8/9/18

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AWARDED REQUEST FOR PROPOSALS NO. 18-04-22 FOR THE LEASE OF POLICE MOTORCYCLES FROM PETERSON'S HARLEY-DAVIDSON OF MIAMI, LLC; APPROVING THE LEASE OF TEN MOTORCYCLES FOR THE POLICE DEPARTMENT'S TRAFFIC UNIT IN THE AMOUNT OF \$180,000 FOR THE TERM OF THE LEASE; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH PETERSON'S HARLEY-DAVIDSON OF MIAMI, LLC FOR A TERM OF TWO YEARS WITH THE OPTION TO RENEW FOR ONE TWO-YEAR TERM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar Police Department Traffic Unit promotes safe, expeditious flow of vehicular and pedestrian traffic through the community, conducts traffic crash investigations, and other vital functions; and

WHEREAS, the Traffic Unit accomplishes these tasks through the enforcement of state and local traffic laws, educating the public and other traffic safety duties; and

WHEREAS, the City currently has a lease with Peterson's Harley Davidson of Miami, LLC ("Peterson's") for ten Harley motorcycles for the Traffic Unit, which is set to expire in October 2018; and

WHEREAS, in anticipation of the expiration of the lease, the Procurement Department issued Request for Proposals No. 18-04-22 (the "RFP"); and

Reso. No. _____

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8/9/18

WHEREAS, the RFP was advertised on Demandstar and in a newspaper of general circulation; and

WHEREAS, the RFP closed on June 14, 2018, with a total of two proposals from Peterson's and J. S. Florida Motor Sports, LLC d/b/a Alligator Alley Harley ("Alligator Harley"); and

WHEREAS, a selection committee made up of staff from the Police, Fire, and Public Works Departments met on July 9, 2018, to discuss and evaluate the proposals; and

WHEREAS, the proposal from Alligator Harley was deemed non-responsive to the requirements set forth in the RFP; and

WHEREAS, selection committee proceeded with evaluating the remaining proposal from Peterson's; and

WHEREAS, the selection committee concluded that Peterson's was the responsive responsible proposer and voted to recommend Peterson's for award; and

WHEREAS, the lease agreement with Peterson's will be for a term of two years with the option to renew for one additional two-year term; and

WHEREAS, the cost for the lease for the two-year term is \$180,000 (\$90,000 annually); and

Temp. Reso. No. 6773
7/18/18
8/9/18

WHEREAS, pursuant to the City Code, approval of the City Commission is required for the purchase or combined purchases by a single department of, or contract for, commodities or services in excess of fifty thousand dollars from the same person or entity during the course of a fiscal year; and

WHEREAS, the Interim City Manager recommends approval of the award of the RFP for the lease of ten police motorcycles from Peterson's in an amount of \$180,000 for a term of two years with the option to renew for one additional two-year term; and

WHEREAS, the City Commission deems it in the best interest of the residents and citizens of the City to Miramar to approve the award of the RFP for the lease of ten police motorcycles from Peterson's in the amount of \$180,000 for the term of the lease, and to authorize the Interim City Manager to execute a lease agreement, attached hereto as Exhibit "A", for a term of two years with the option to renew for one additional two-year term.

Temp. Reso. No. 6773
7/18/18
8/9/18

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY
OF MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it approves the award of RFP No. 18-04-22 for the lease of ten police motorcycles from Peterson’s Harley-Davidson of Miami, LLC. in the amount of \$180,000, and authorizes the Interim City Manager to execute a lease agreement with Peterson’s, attached hereto as “Exhibit A,” together with any non-substantive changes as deemed appropriate by the Interim City Manager and approved as to form and legal sufficiency by the City Attorney, for a term of two years with the option to renew for one additional two-year term.

Section 3: That the City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Temp. Reso. No. 6773
7/18/18
8/9/18

Section 4: That this resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____,
_____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney
Weiss Serota Helfman
Cole & Bierman, P. L.

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Vice Mayor Yvette Colbourne
Commissioner Darline B. Riggs
Mayor Wayne M. Messam

Voted

Reso. No. _____

EXHIBIT "A"

**LEASE AGREEMENT
BETWEEN THE CITY OF MIRAMAR
AND PETERSON'S HARLEY-DAVIDSON OF MIAMI, LLC
FOR HARLEY-DAVIDSON POLICE MOTORCYCLES**

This Agreement made and entered into between Peterson's Harley-Davidson of Miami, LLC, designated as the Lessor, and the City of Miramar, designated as the Lessee, made this _____ day of _____, 20____ for the purpose of leasing Ten (10) Black Harley-Davidson Police motorcycles under the following terms and conditions:

- 1) **EQUIPMENT:** 2019 black FLHTP Harley-Davidson Police solo motorcycle with the complete description provided on specification sheet attached hereto as Exhibit 1.
- 2) **AGREEMENT TERM:** The term of this Agreement shall commence on the date of delivery of the aforesaid police motorcycles and continue thereafter for a period of twenty-four (24) months. At the end of the Agreement term, Lessee shall have the option to return the 2019 models and acquire the 2021 models. The same terms and conditions may or may not be sustained as set forth herein. If Lessee decides not to retain the motorcycles, they must be returned to Peterson's Harley-Davidson of Miami, L.L.C. Motorcycles leased under this Agreement are to be used for police and related activities: off-duty details, funeral escorts and parades only. Any other use shall require the prior written consent of Lessor.

By mutual agreement of the parties, Lessee may extend the term of this Agreement for up to ninety (90) calendar days beyond the expiration of the term, if needed, while a new agreement is being negotiated. If this right is exercised, Lessee shall notify Lessor, in writing, and prior to the expiration of the term, of its intent to extend the Agreement beyond the term for a specific number of days, subject to the same terms and conditions set forth in this Agreement. If Lessee keeps possession of the motorcycles past the expiration of this Agreement, the Lessee shall continue to pay the monthly payments as specified in this Agreement. The Lessee shall also pay the Lessor any damages, which the Lessor may be due, because the Lessee failed to return the motorcycles at the expiration of this Agreement, unless such arrangement was mutually agreed upon prior to the expiration of this Agreement.

- 3) **PAYMENT PERIOD:** Lessee shall pay monthly payments in the amount of \$750.00 for each motorcycle. Payments include the cost of equipment, payment of interest, maintenance and administrative costs, less the residual value of the motorcycle. Lease of motorcycles will be billed around the 5th day of each month and payable within 30 days of the date billed during the term of this lease.
- 4) **INSURANCE:** At its own expense, the lessee shall carry casualty insurance in the amount of \$2,000,000 with respect to the motorcycle and shall carry Public Liability and Property Damage Insurance sufficient to protect the actual cash value of the equipment and to protect the Lessor from liability in all events. The Lessee shall carry Worker's

Compensation covering all its employees working on, in, or about the motorcycle. The Lessee shall furnish to the Lessor certificates or other satisfactory evidence of all insurance coverage described above as required by the terms and conditions of this Agreement. The Lessor shall be named as additional insured and loss payee.

- 5) **HOLD HARMLESS INDEMNIFICATION BETWEEN PARTIES:** Subject to the provisions and monetary limitations of Section 768.28 (5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the Lessee shall and does hereby indemnify and save the Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery and/or return of the motorcycle including, but not limited to injuries causing personal injury, property damage and/or death, except for damages resulting from a design fault in the product, but shall be credited with any amounts received by the Lessee with respect thereto from liability insurance by the Lessee. The indemnification shall include all costs and expenses including Attorney's fees incurred by the Lessor in connection with any suits or actions resulting from and special liability. Nothing contained herein is intended nor shall be construed to waive Lessee's right and immunities under common law and Section 768.28, Florida Statutes.
- 6) **LIENS:** The Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, and encumbrance or claim on or with respect to the motorcycle, except with respect to the respective rights of the Lessor as herein provided. Lessee shall promptly, as its own expense, take such actions as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time due to the Lessee's action or inaction.
- 7) **TAXES AND FEES:** The Lessee shall pay any necessary taxes or fees, including but not limited to Sales and Use Tax, Excise Tax, Personal Property Tax, assessments, penalties, licenses, fees, registration fees, freight and transportation charges, permits and any similar charges imposed on the ownership, possession or use of the motorcycle during the term of the Agreement. Both parties recognize that the Lessee is tax exempt under Florida Law.
- 8) **CARE AND USE OF EQUIPMENT:** The Lessor agrees to maintain the motorcycle pursuant to the manufacturer's standard preventative maintenance plan and/or recommendation, pursuant to the provisions set forth in Paragraph 13 below. All repairs shall be made at Peterson's Harley-Davidson of Miami LLC., located at 19400 NW 2nd Ave., Miami, FL 33169. The Lessee, at its own cost and expense, shall ensure delivery of the Motorcycle to Peterson's Harley-Davidson of Miami LLC., located at 19400 NW 2nd Ave., Miami, FL 33169, at regular intervals set up by the Lessor in accordance with the service schedule attached hereto as Exhibit 2. The Lessee shall protect the motorcycle from deterioration other than normal wear and tear, shall use the motorcycle for police related activities only, without abuse, and shall not make modifications, alterations or additions to the motorcycle (other than normal operating accessories or controls) without written consent of the Lessor, which shall not be unreasonably withheld. The Lessor shall have the right, during regular business hours to enter upon the premises where the

motorcycle is located in order to inspect, observe or otherwise protect the Lessor's interest and the Lessee shall afford them the opportunity to do so.

- 9) DAMAGE OR DETERIORATION OF MOTORCYCLES:** In the event the motorcycle is damaged due to the actions of the Lessee or its employees prior to the end of this Agreement, the Lessee will promptly have the motorcycle repaired and restored to its original condition and working order. Any damage done to lease motorcycles during the officers' training will be repaired as soon as the training is completed at Lessee's expense. This includes damage done to engine, transmission, brakes, paint, and body parts. All repairs must be done at the Lessor's repair facility located at 19400 NW 2nd Ave., Miami, FL 33169. In case of theft or total loss of the motorcycle, the replacement value shall be \$23,000.00 minus 2% for each month the agreement is in effect.
- 10) SELECTION OR RIDER:** The Lessor reserves the right to reject any rider of his motorcycle so as to be assured that proper handling and care is exercised.
- 11) RIDER RESPONSIBILITY AND PRIVILEGES:** The rider will be responsible for keeping the motorcycle clean and is required to report any defects or abnormalities. The rider shall be allowed to use the motorcycle to go back and forth to work provided that it is fully insured at all times by the Lessee and the distance is no more than thirty (30) miles each way per motorcycle during the lease period. For each mile driven per motorcycle over 20,000 total miles during the lease period, there shall be a 15 cents per mile charge.
- 12) EVENTS OF DEFAULT AND REMEDIES:** Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default:
- a) Lessee shall fail to make any periodic payment, or to pay any other payments required to be paid hereunder, or
 - b) Lessee shall fail to keep any such other term, covenant or condition contained herein.

Upon the occurrence of an event of default as specified above, and upon the failure of Lessee to remedy such event of default with all reasonable dispatch within a period of thirty (30) days, Lessor or its assigns shall have the right, at its option without any demand or notice, to pursue any of the following remedies:

- a) By written notice to Lessee, declare an amount equal to all payments due during the Agreement term to be immediately due and payable as liquidated damages and not as a penalty, whereupon the same shall become immediately due and payable.
- b) Re-enter and take possession of the equipment, enforce this Agreement or terminate the Agreement, and repossess the equipment and sell or lease the equipment for the account of the Lessee, holding Lessee liable for all payments up to the effective date of such leasing or selling and for the difference in the purchase price, rental and other amounts paid by the Lessee or purchaser pursuant to such lease or sale and the amounts payable by Lessee hereunder, and

- c) Any action at law or in equity as may appear necessary to collect the payments then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement upon failure to comply with any term, covenant or condition contained herein.

13) MAINTENANCE AND EQUIPMENT: Lessor shall provide full maintenance for the motorcycle at no cost to the Lessee. Maintenance will include regular scheduled services as recommended by the factory in accordance with the service schedule attached hereto as Exhibit 2, including parts and labor for repair and/or replacement of tires, brakes and clutches. Transfer of any department owned equipment, such as radars, radios, set-com, moto-lights, and cameras will also be installed at no charge to the Lessee. Parts and labor required as a result of physical damages will not be considered maintenance and will be the responsibility of the Lessee. The Lessor shall not supply Lessee with gasoline or radios. All maintenance shall be done at Peterson's Harley-Davidson, located at 19400 NW 2nd Ave., Miami, FL 33169.

The Harley-Davidson Motor Company warranty on the leased motorcycles is for a period of twenty-four (24) months coinciding with the lease term agreed upon between the parties. In the event the Lessee retains the motorcycles at the conclusion of the twenty-four (24) month lease, the Lessee shall be responsible for the cost of maintenance, labor, and parts incurred subsequent to the expiration of the twenty-four (24) month lease.

14) SUBLEASE OR ASSIGNMENT: Neither the Lessor, nor the Lessee may assign this lease. Neither the Lessor nor the Lessee may affect the subleasing of the motorcycle.

15) TERMINATION: Either party may at any time during the term hereof, upon thirty (30) days written notice to the other party, terminate this Agreement with or without cause. Lessor shall be entitled to lease payments due or incurred to the date of such termination.

16) ENTIRE AGREEMENT; AMENDMENTS: This Agreement constitutes the entire agreement between Lessor and Lessee, and all negotiations and oral understandings are merged herein. No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement and signed by each Party.

17) CONSENT TO JURISDICTION: The Parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

18) GOVERNING LAW: This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

19) HEADINGS: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

20) SEVERABILITY: If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

21) WAIVER: The waiver by either Party of any failure on the part of the other Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

22) COSTS AND ATTORNEY'S FEES: If either Lessor or Lessee are required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing Party shall be entitled to recover from the other Party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

City:

Peterson's Harley-Davidson of Miami, LLC:

Signature of Authorized Representative



Signature of Authorized Representative

Name & Title

Dirk Peterson, Owner

Harley-Davidson® FLHTP Electra Glide® Police Motorcycles



(Sample Specifications and Description)

QUANTITY: [Insert Quantity] 2019 Harley-Davidson® FLHTP Electra Glide® Solo Law Enforcement Motorcycles. (Ducted Fork Mounted Fairing with Windshield)

SCOPE OF SPECIFICATIONS

These specifications describe the mechanical and comfort requirements for the FLHTP Solo Law Enforcement Motorcycles which will be used by the [insert agency/department name].

SPECIFICATIONS

All proposed FLHTP motorcycles to be in full compliance as follows:

A. Engine

Piston displacement of not less than 1746cc Milwaukee-Eight™ 107 cubic inch, pushrod-operated, overhead valves with hydraulic, self-adjusting lifters, four valves per cylinder and featuring EITMS (Engine Idle Temperature Management System), producing minimal vibration frequencies and magnitudes. Engine and transmission isolated from motorcycle frame utilizing a rubber mounting system.

- Powertrain deluxe chrome group designed for low maintenance; black powder coat finish on engine; chrome rocker boxes, timer cover, outer primary housing & transmission covers.
- Compression ratio: 10.0:1
- Electronic Sequential Port Fuel Injection System (ESPFI)
- Single Cam design
- Hydraulic Lifters requiring no maintenance service adjustments
- Air and Oil cooled
- Fan-assisted oil cooler

B. Clutch / Transmission

- Clutch shall be of the latest assist and slip nine (9) plate design, wet.
- Hydraulically Actuated Clutch system
- Transmission to be of latest design, manual type, with not less than six (6) forward speeds.
- Clutch disengage for starter motor operation
- Primary Drive, double-row chain, 34/46 ratio.
- Greaseless shifter shaft with "anti-vibration" rubber spacers.
- Gear Ratios:

1st	9.593
2nd	6.650
3rd	4.938
4th	4.000
5th	3.407
6th	2.875

C. Brakes

- Reflex™ Linked Braking with ABS, linking disengages below 25 mph
- Hydraulic Disc brakes for both front and rear wheels
- Front brakes having dual 11.81-inch diameter floating discs
- Rear brake having a single disc.
- Brakes shall be relatively free of heat fade
- Calipers-4 Piston
- Uniform Expanding Rear Rotor

D. Suspension

Motorcycles shall be provided with a suspension system to permit optimum handling conditions as required in law enforcement.

- Front suspension uses Showa® Dual Bending Valve (SDBV™) technology and gives you 117 mm of travel; improved damping performance over the range of suspension travel
- Hand-adjustable emulsion rear shocks provide 15-30% more preload adjustment and adjust with the turn of a single knob, no tools required; improved damping performance over the range of suspension travel
- 49 mm telescopic front forks.
- Rear suspension swing arm bearings shall require no lubrication for life of the motorcycle.

E. Wheels / Tires

- Black Impeller™ Cast Aluminum wheels, rim material to be impermeable to compressed air.
- Tubeless type tires to have non-skid tread, designed to operate on paved highways and shall have a full, four-ply fabric reinforcement.
- Bead-retention tires designed to remain on wheel during sudden loss of pressure.
- Sealed automotive style wheel bearings requiring no endplay adjustment and service interval of 100,000 miles (160,000 km).

F. Fuel Tank

- Fuel tank to have a capacity of 6 U.S. gallons (22.71 liters). Must provide a minimum of 1 gallon (3.8 L) reserve fuel capacity when main supply is exhausted.
- Electric fuel pump.

G. Electrical System

Electrical system shall be nominal 12-volt as follows:

- Battery. Sealed, heavy-duty maintenance-free, 12-volt, minimum rated capacity – 28 ampere hours (Battery Council International rating), 270 cold cranking amps.
- Ignition. Non-waste spark, alpha control.
- Charging System. Three-phase, 48-amp high output alternator producing 28 amps at idle, solid state regulator.
- Connectors. Industrial grade throughout, provided with electrical accessory connection.
- Hand Controls. Water-resistant, integrated switches.
- Starting System. 12-volt starter, solenoid operated engagement, relay required.
- Horn. Sound level audible above motorcycle and traffic-generated noise.

H. Lighting

Each motorcycle shall be provided with the following lighting equipment:

- Daymaker™ LED Headlight
- Front Emergency Lamps PAR-36, one red and one blue (incandescent).
- Tail light.
- Turn Signals, self-canceling system.
- Flashers, four-way, with independent switch.
- License plate lighting with two blue marker lamps.

I. Visual Displays

- Speedometer. Analog & Digital speedometer, range 0-120mph (or kph equivalent),
- (2) re-settable trip meters.
- Speed Capture with Digital Speed Display
- Gear Indicator
- Odometer. Calibrated, cumulative.
- Tachometer. Analog.
- Fuel level gauge.

- Voltmeter gauge
- Emergency Light Activation Indicators, separate indicators for front and rear emergency lights.
- Stealth Mode indicator-if activated
- Cruise Control indicator
- Sight glass on brake master cylinders.
- Fuel Mileage countdown till empty displayed in odometer window when Low fuel indicator lamp is lit.
- Turn Signal Indicators
- Hazard-Warning Lights Indicator
- Neutral Indicator
- High beam Indicator
- Low Oil pressure Indicator
- Engine diagnostic light
- ABS indicator lamp
- Security Lamp (if equipped with optional security system)

J. Feature Requirements

- Seat. Deluxe solo saddle, special police type, breathable material covering, adjustable coil over spring suspension system.
- Heate Grips-OE standard
- Cruise Control-OE standard
- Stealth Mode-optional activation
- Push to Talk Switch-requires other police radio equipment not supplied by H-D
- Power ON for emergency equipment for 30 minutes with ignition OFF
- Analog and Digital Speed Display with Speed Capture feature
- Gear Indicator
- Side Stand. Jiffy stand with electronic disengage to prevent drive off with jiffy stand deployed.
- Foot Boards. pivoting type with non-skid rubber pads.
- Guards. Front engine guard bar and rear saddlebag guard bars. *Horizontal Saddlebag Rails-Optional*
- Saddlebags. Factory installed, law enforcement type Injection Molded GTX saddlebags, approximately 2000 cubic inches of storage space per bag, water-resistant, utilizing one touch operation latches.
- Final belt drive, with a rubber isolated 68 tooth rear drive sprocket.
- Chrome, two into one into two exhaust system
- Windshield. Constructed of clear polycarbonate, designed to break away with minimal force.
- Mirrors. Two (2) long stem true image mirrors.
- Key. One key fits all locks.
- Wheelbase. 64 inches (1625 mm).
- Laden Seat Height. 27.3 inches (695 mm)
- Gross Vehicle Weight Rating. 1360 lbs. (617 kg.)
- Dry Weight. 809 lbs. (365 kg.)
- Running Order. 844 lbs. (382 kg.)
- Service Intervals. 1st 1000 miles and then every 5000 miles thereafter.
- Warranty. 24 months, unlimited mileage.

****Specifications apply for both Domestic and California Configurations.**

1,000 Mile Service

ITEM SERVICED	PROCEDURE	NOTES
Engine oil and filter	Replace	
Oil lines and brake system	Inspect for leaks, contact or abrasion	1,3
Air cleaner	Inspect, service as required	
Tires	Check pressure, inspect tread	
Wheel spokes (if equipped)	Check torque	1,5
Primary chaincase lubricant	Replace	
Transmission lubricant	Replace	
Clutch	Check adjustment	1
Drive belt and compensator sprocket	Inspect, adjust belt	1
Compensator sprocket isolators	Perform at each rear tire change	7
Brake and clutch controls	Check and lubricate	1
Jiffy stand	Inspect and lubricate	1
Fuel lines and fittings	Inspect for leaks, contact or abrasion	1,3
Brake fluid	Check levels and condition	4
Brake pads and discs	Inspect for wear	
Electrical equipment and switches	Check operation	
Air suspension	Check pressure, operation and leakage	1
Fuel door, Tour-Pak, saddlebags (if equipped)	Lubricate hinges and latches	
Critical fasteners	Check tightness	1
Battery	Check battery and clean connections	3
Exhaust system	Inspect for leaks, cracks and loose or missing fasteners or heat shields	3
Road test	Verify component and system functions	

NOTES

1. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified.
2. Disassemble, lubricate and inspect every 50,000 miles (80,000 kilometers).
3. Perform annually or at specified intervals, whichever comes first.
4. Change D.O.T. 4 brake fluid and flush system every two years.
5. Perform spoke tension check at the 1000, 5000, 20,000 mile services and every 15,000 mile interval thereafter. Not all vehicles are equipped with spoke wheels. Consult appropriate topic in service manual.
6. Replace fork oil and inspect every 50,000 miles (80,000 kilometers).
7. Perform at each rear tire change.

2,500 Mile Service (Safety Check)

ITEM SERVICED	PROCEDURE	NOTES
Engine oil and filter	Replace	
Oil lines and brake system	Inspect for leaks	1
Air cleaner	Inspect, service as required	
Tires	Check pressure, inspect tread	
Wheel spokes	Check tightness	1
Clutch	Check Cable Adjustment	1
Drive belt and compensator sprocket	Inspect, adjust belt	1
Brake Clutch & Throttle controls	Check, adjust and lubricate	1
Jiffy stand	Inspect and lubricate	1
Fuel lines and fittings	Inspect for leaks	1
Brake fluid	Check levels and condition	4
Brake pads and discs	Inspect for wear	
Electrical equipment and switches	Check operation	
Air suspension	Check pressure, operation and leakage	1
Fuel door, Tour-Pak, saddlebags	Lubricate hinges and latches	
Critical fasteners	Check tightness	1
Battery	Check battery and clean connections	3
Exhaust system	Inspect for leaks, cracks and loose or missing fasteners or heat shields	3
Road test	Verify component and system functions	

NOTES

1. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified.
2. Disassemble, lubricate and inspect every 80,000 kilometers (50,000 miles).
3. Perform annually.
4. Change D.O.T. 4 and flush brake system every two years.
5. Perform at each rear tire change.

5,000 Mile Service

ITEM SERVICED	PROCEDURE	NOTES
Engine oil and filter	Replace	
Oil lines and brake system	Inspect for leaks, contact or abrasion	1,3
Air cleaner	Inspect, service as required	
Tires	Check pressure, inspect tread	
Wheel spokes (if equipped)	Check torque	1,5
Primary chaincase lubricant	Replace	
Transmission lubricant	Replace	
Clutch	Check adjustment	1
Drive belt and compensator sprocket	Inspect, adjust belt	1
Compensator sprocket isolators	Perform at each rear tire change	7
Brake and clutch controls	Check and lubricate	1
Jiffy stand	Inspect and lubricate	1
Fuel lines and fittings	Inspect for leaks, contact or abrasion	1,3
Brake fluid	Check levels and condition	4
Brake pads and discs	Inspect for wear	
Spark plugs	Inspect	
Electrical equipment and switches	Check operation	
Front fork oil	Replace	1,2
Steering head bearings	Adjust&Lubricate	1
Air suspension	Check pressure, operation and leakage	1
Windshield bushings (if applicable)	Inspect	1
Fuel door, Tour-Pak, saddlebags (if equipped)	Lubricate hinges and latches	
Critical fasteners	Check tightness	1
Battery	Check battery and clean connections	3
Exhaust system	Inspect for leaks, cracks and loose or missing fasteners or heat shields	3
Road test	Verify component and system functions	

NOTES

1. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified.
2. Disassemble, lubricate and inspect every 50,000 miles (80,000 kilometers).
3. Perform annually or at specified intervals, whichever comes first.
4. Change D.O.T. 4 brake fluid and flush system every two years.
5. Perform spoke tension check at the 1000, 5000, 20,000 mile services and every 15,000 mile interval thereafter. Not all vehicles are equipped with spoke wheels. Consult appropriate topic in service manual.
6. Replace fork oil and inspect every 50,000 miles (80,000 kilometers).
7. Perform at each rear tire change.

7,500 Mile Service (Safety Check)

ITEM SERVICED	PROCEDURE	NOTES
Engine oil and filter	Replace	
Oil lines and brake system	Inspect for leaks	1
Air cleaner	Inspect, service as required	
Tires	Check pressure, inspect tread	
Wheel spokes	Check tightness	1
Clutch	Check Cable Adjustment	1
Drive belt and compensator sprocket	Inspect, adjust belt	1
Brake Clutch & Throttle controls	Check, adjust and lubricate	1
Jiffy stand	Inspect and lubricate	1
Fuel lines and fittings	Inspect for leaks	1
Brake fluid	Check levels and condition	4
Brake pads and discs	Inspect for wear	
Electrical equipment and switches	Check operation	
Air suspension	Check pressure, operation and leakage	1
Fuel door, Tour-Pak, saddlebags	Lubricate hinges and latches	
Critical fasteners	Check tightness	1
Battery	Check battery and clean connections	3
Exhaust system	Inspect for leaks, cracks and loose or missing fasteners or heat shields	3
Road test	Verify component and system functions	

NOTES

1. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified.
2. Disassemble, lubricate and inspect every 80,000 kilometers (50,000 miles).
3. Perform annually.
4. Change D.O.T. 4 and flush brake system every two years.
5. Perform at each rear tire change.

10,000 Mile Service

ITEM SERVICED	PROCEDURE	NOTES
Engine oil and filter	Replace	
Oil lines and brake system	Inspect for leaks, contact or abrasion	1,3
Air cleaner	Inspect, service as required	
Tires	Check pressure, inspect tread	
Primary chaincase lubricant	Replace	
Transmission lubricant	Replace	
Clutch	Check adjustment	1
Drive belt and compensator sprocket	Inspect, adjust belt	1
Compensator sprocket isolators	Perform at each rear tire change	7
Brake and clutch controls	Check and lubricate	1
Jiffy stand	Inspect and lubricate	1
Fuel lines and fittings	Inspect for leaks, contact or abrasion	1,3
Brake fluid	Check levels and condition	4
Brake pads and discs	Inspect for wear	
Spark plugs	Inspect	
Electrical equipment and switches	Check operation	
Front fork oil	Replace	1,2
Steering head bearings	Adjust&Lubricate	
Air suspension	Check pressure, operation and leakage	1
Windshield bushings (if applicable)	Inspect	1
Fuel door, Tour-Pak, saddlebags (if equipped)	Lubricate hinges and latches	
Critical fasteners	Check tightness	1
Battery	Check battery and clean connections	3
Exhaust system	Inspect for leaks, cracks and loose or missing fasteners or heat shields	3
Road test	Verify component and system functions	

NOTES

1. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified.
2. Disassemble, lubricate and inspect every 50,000 miles (80,000 kilometers).
3. Perform annually or at specified intervals, whichever comes first.
4. Change D.O.T. 4 brake fluid and flush system every two years.
5. Perform spoke tension check at the 1000, 5000, 20,000 mile services and every 15,000 mile interval thereafter. Not all vehicles are equipped with spoke wheels. Consult appropriate topic in service manual.
6. Replace fork oil and inspect every 50,000 miles (80,000 kilometers).
7. Perform at each rear tire change.

15,000 Mile Service

ITEM SERVICED	PROCEDURE	NOTES
Engine oil and filter	Replace	
Oil lines and brake system	Inspect for leaks	1
Air cleaner	Inspect, service as required	
Tires	Check pressure, inspect tread	
Wheel spokes	Check tightness	1,6
Primary chaincase lubricant	Replace	
Transmission lubricant	Replace	
Clutch	Check adjustment	1
Drive belt and compensator sprocket	Inspect, adjust belt	1
Compensator sprocket isolators	Perform at each rear tire change	5
Brake and clutch controls	Check, adjust and lubricate	1
Jiffy stand	Inspect and lubricate	1
Fuel lines and fittings	Inspect for leaks	1
Brake fluid	Check levels and condition	4
Brake pads and discs	Inspect for wear	
Spark plugs	Inspect	
Electrical equipment and switches	Check operation	
Front fork oil	Replace	1,2
Steering head bearings	Lubricate	
Air suspension	Check pressure, operation and leakage	1
Fuel door, Tour-Pak, saddlebags	Lubricate hinges and latches	
Critical fasteners	Check tightness	1
Battery	Check battery and clean connections	3
Exhaust system	Inspect for leaks, cracks and loose or missing fasteners or heat shields	3
Road test	Verify component and system functions	

NOTES

1. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified.
2. Disassemble, lubricate and inspect every 80,000 kilometers (50,000 miles).
3. Perform annually.
4. Change D.O.T. 4 and flush brake system every two years.
5. Perform at each rear tire change.
6. Not all vehicles are equipped with spoke wheels. Consult appropriate topic in service manual.

20,000 Mile Service

ITEM SERVICED	PROCEDURE	NOTES
Engine oil and filter	Replace	
Oil lines and brake system	Inspect for leaks	1
Air cleaner	Inspect, service as required	
Tires	Check pressure, inspect tread	
Wheel spokes	Check tightness	1,6
Primary chaincase lubricant	Replace	
Transmission lubricant	Replace	
Clutch	Check adjustment	1
Drive belt and compensator sprocket	Inspect, adjust belt	1
Compensator sprocket isolators	Perform at each rear tire change	5
Brake and clutch controls	Check, adjust and lubricate	1
Jiffy stand	Inspect and lubricate	1
Fuel lines and fittings	Inspect for leaks	1
Brake fluid	Check levels and condition	4
Brake pads and discs	Inspect for wear	
Spark plugs	Replace	
Electrical equipment and switches	Check operation	
Spark plugs	Inspect	
Front fork oil	Replace	1,2
Steering head bearings	Lubricate	2
Air suspension	Check pressure, operation and leakage	1
Windshield bushings (if applicable)	Inspect	1
Fuel door, Tour-Pak, saddlebags	Lubricate hinges and latches	
Windshield bushings (if applicable)	Inspect	1
Battery	Check battery and clean connections	3
Exhaust system	Inspect for leaks, cracks and loose or missing fasteners or heat shields	3
Road test	Verify component and system functions	

NOTES

1. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified.
2. Disassemble, lubricate and inspect every 80,000 kilometers (50,000 miles).
3. Perform annually.
4. Change D.O.T. 4 and flush brake system every two years.
5. Perform at each rear tire change.

25,000 Mile Service

ITEM SERVICED	PROCEDURE	NOTES
Engine oil and filter	Replace	
Oil lines and brake system	Inspect for leaks	1
Air cleaner	Inspect, service as required	
Tires	Check pressure, inspect tread	
Wheel spokes	Check tightness	1,6
Primary chaincase lubricant	Replace	
Transmission lubricant	Replace	
Clutch	Check adjustment	1
Drive belt and compensator sprocket	Inspect, adjust belt	1
Compensator sprocket isolators	Perform at each rear tire change	5
Brake and clutch controls	Check, adjust and lubricate	1
Jiffy stand	Inspect and lubricate	1
Fuel lines and fittings	Inspect for leaks	1
Fuel tank filter	Replace	1
Brake fluid	Check levels and condition	4
Brake pads and discs	Inspect for wear	
Spark plugs	Inspect	
Electrical equipment and switches	Check operation	
Front fork oil	Replace	1,2
Steering head bearings	Adjust	1
Air suspension	Check pressure, operation and leakage	1
Windshield bushings (if applicable)	Inspect	1
Fuel door, Tour-Pak, saddlebags	Lubricate hinges and latches	
Windshield bushings (if applicable)	Inspect	1
Battery	Check battery and clean connections	3
Exhaust system	Inspect for leaks, cracks and loose or missing fasteners or heat shields	3
Road test	Verify component and system functions	

NOTES

1. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified.
2. Disassemble, lubricate and inspect every 80,000 kilometers (50,000 miles).
3. Perform annually.
4. Change D.O.T. 4 and flush brake system every two years.
5. Perform at each rear tire change.
6. Not all vehicles are equipped with spoke wheels. Consult appropriate topic in service manual.

30,000 Mile Service

ITEM SERVICED	PROCEDURE	NOTES
Engine oil and filter	Replace	
Oil lines and brake system	Inspect for leaks, contact or abrasion	1,3
Air cleaner	Inspect, service as required	
Tires	Check pressure, inspect tread	
Primary chaincase lubricant	Replace	
Clutch	Check adjustment	1
Drive belt and compensator sprocket	Inspect, adjust belt	1
Compensator sprocket isolators	Perform at each rear tire change	7
Brake and clutch controls	Check and lubricate	1
Jiffy stand	Inspect and lubricate	1
Fuel lines and fittings	Inspect for leaks, contact or abrasion	1,3
Brake fluid	Check levels and condition	4
Brake pads and discs	Inspect for wear	
Spark plugs	Inspect	
Electrical equipment and switches	Check operation	
Front fork oil	Replace	1,2
Steering head bearings	Lubricate	
Air suspension	Check pressure, operation and leakage	1
Windshield bushings (if applicable)	Inspect	1
Fuel door, Tour-Pak, saddlebags (if equipped)	Lubricate hinges and latches	
Critical fasteners	Check tightness	1
Battery	Check battery and clean connections	3
Exhaust system	Inspect for leaks, cracks and loose or missing fasteners or heat shields	3
Road test	Verify component and system functions	

NOTES

1. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified.
2. Disassemble, lubricate and inspect every 50,000 miles (80,000 kilometers).
3. Perform annually or at specified intervals, whichever comes first.
4. Change D.O.T. 4 brake fluid and flush system every two years.
5. Perform spoke tension check at the 1000, 5000, 20,000 mile services and every 15,000 mile interval thereafter. Not all vehicles are equipped with spoke wheels. Consult appropriate topic in service manual.
6. Replace fork oil and inspect every 50,000 miles (80,000 kilometers).
7. Perform at each rear tire change.

50,000 Mile Service

ITEM SERVICED	PROCEDURE	NOTES
Engine oil and filter	Replace	
Oil lines and brake system	Inspect for leaks	1
Air cleaner	Inspect, service as required	
Tires	Check pressure, inspect tread	
Wheel spokes	Check tightness	1,6
Primary chaincase lubricant	Replace	
Transmission lubricant	Replace	
Clutch	Check adjustment	1
Drive belt and compensator sprocket	Inspect, adjust belt	1
Compensator sprocket isolators	Perform at each rear tire change	5
Brake and clutch controls	Check, adjust and lubricate	1
Jiffy stand	Inspect and lubricate	1
Fuel lines and fittings	Inspect for leaks	1
Fuel tank filter	Replace	1
Brake fluid	Check levels and condition	4
Brake pads and discs	Inspect for wear	
Spark plugs	Inspect	
Electrical equipment and switches	Check operation	
Front fork oil	REBUILD	1,2
Steering head bearings	Adjust	1
Air suspension	Check pressure, operation and leakage	1
Windshield bushings (if applicable)	Inspect	1
Fuel door, Tour-Pak, saddlebags	Lubricate hinges and latches	
Windshield bushings (if applicable)	Inspect	1
Battery	Check battery and clean connections	3
Exhaust system	Inspect for leaks, cracks and loose or missing fasteners or heat shields	3
Road test	Verify component and system functions	

NOTES

1. Should be performed by an authorized Harley-Davidson dealer, unless you have the proper tools, service data and are mechanically qualified.
2. Disassemble, lubricate and inspect every 80,000 kilometers (50,000 miles).
3. Perform annually.
4. Change D.O.T. 4 and flush brake system every two years.
5. Perform at each rear tire change.
6. Not all vehicles are equipped with spoke wheels. Consult appropriate topic in service manual.

REQUEST FOR PROPOSALS

Police Motorcycle Lease

RFP No. 18-04-22



The City of Miramar City Commission:

**Mayor Wayne M. Messam
Vice Mayor Yvette Colbourne
Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Darline B. Riggs**

Vernon E. Hargray, Interim City Manager

**City of Miramar
2300 Civic Center Place
Miramar, FL 33025**

DATE ISSUED: May 16, 2018

**CLOSING DATE: Wednesday, June 13, 2018
AT 2:00 P.M. EST**

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INTRODUCTION

INSTRUCTIONS FOR SUBMITTING A PROPOSAL IN RESPONSE TO A FORMAL REQUEST FOR PROPOSALS

Each Proposal submitted to the City of Miramar (the "City") will have the following information clearly marked on the face of the envelope:

- a) Proposer's name and return address;
- b) Solicitation number;
- c) Solicitation Due Date and Time; and
- d) Title of the Solicitation.

Failure to include this information may result in your Proposal being deemed "Non-Responsive" if the City determines that the Proposal resulted in prejudice to other Proposers. A Proposer shall have no grounds to protest should a Proposal that has failed to include the information described above be opened in error.

All Proposals must be submitted on 8 ½-inch by 11-inch paper, neatly typed on one side only, with one inch margins and single line spacing. The original document package must not be bound, although the document package copies should be individually bound. An unbound one-sided original and four bound copies (**a total of five**) and **one USB with an electronic version** of the complete Proposal must be received by the deadline for receipt of Proposals specified in the Solicitation Timetable set forth below. The original and all copies must be in a sealed envelope or container setting forth the information listed in items a) through d) above and submitted to:

**OFFICE OF THE CITY CLERK
CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025**

Proposals submitted at the same time for different solicitations shall be placed in separate envelopes and each envelope shall separately set forth the information listed in items a) through d) above. Failure to comply with this requirement shall result in any such incorrectly packaged Proposals not being considered.

NOTE: The Request for Proposals number must be stated clearly on the envelope or container containing the Proposal. All required forms must be completed by the Firm submitting the Proposal.

SUBMITTING A PROPOSAL TO THE OFFICE OF THE CITY CLERK ON OR BEFORE THE STATED DATE AND TIME OF:

JUNE 13, 2018 AT 2:00 P.M. EST

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE POSTAL SERVICE, OR DELAYS CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DEADLINE FOR RECEIPT OF PROPOSALS STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR PROPOSALS SHALL NOT BE OPENED AND SHALL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-carried Proposals may be delivered to the above address during the City's regular business hours, Monday through Thursday, between the hours of 7:00 A.M. to 6:00 P.M., excluding holidays observed by the City, but not beyond the Due Date and Time. Proposers are solely responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required Services and/or provide the required Goods at the price stated by the Proposer.

SECTION 1

GENERAL TERMS AND CONDITIONS

1-1

DEFINITIONS

The term "Chief Procurement Officer" shall refer to the Director of the City's Procurement Department.

The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.

The term "Contract" shall refer to the Contract or Contracts that may result from this Request for Proposals.

The terms "CBE Firm" or "SBE Firm" shall respectively refer to a County Business Enterprise ("CBE") or Small Business Enterprise ("SBE") as defined by Section 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that has a Broward County Business Tax Receipt, is located and doing business in Broward County, and is certified as such by the Broward County Office of Economic Development and Small Business Development.

The term "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable.

The term "Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Scope of Services, and the Terms and Conditions of this Solicitation.

The term "Local Business" shall refer to a firm that has an office and is actively doing business within the City of Miramar, is domiciled within the City of Miramar City limits, and is in compliance with all City of Miramar licensing requirements and be current on all City taxes.

The term "Procurement Office" shall refer to the Procurement Department of the City of Miramar.

The term "Proposal" shall refer to any offer(s) submitted in response to this Request for Proposals.

The term "Proposal Forms" shall refer to any and all forms required to be completed by the Proposer in submitting a Proposal in response to this Solicitation.

The terms "Proposer" or the "Firm" shall refer to any person or entity submitting a Proposal in response to this Request for Proposals.

The terms "Provider" or "Successful Proposer" shall refer to the Proposer receiving an award as a result of this Request for Proposals.

The terms "Request for Proposals", "RFP" or "Solicitation" shall mean this Request for Proposals, including all Exhibits and Attachments as approved by the City, and amendments or change orders issued by the Procurement Department.

The term "Specifications" shall refer to any and all requirements set forth in this Solicitation relating to the Goods and/or Services to be provided by the Successful Proposer.

The term "Subcontractor" or "Subconsultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

The terms "Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Services, and the Terms and Conditions of this Solicitation.

1-2

AVAILABILITY OF REQUEST FOR PROPOSALS

Copies of this Solicitation package may be accessed on DemandStar at www.demandstar.com or by calling (800) 711-1712. DemandStar distributes the City's solicitations through electronic download, by facsimile, or through the U.S. Postal Service. Proposers are **not** required to register with DemandStar to receive a copy of any City solicitation. Registration with DemandStar is optional, at the sole discretion of the Proposer. DemandStar charges a nominal fee for distribution of solicitation packages.

Proposers choosing to register with DemandStar may do so online at www.demandstar.com or by requesting a faxed registration form by calling (800) 711-1712. **Note: If you are already registered with DemandStar for Broward County, you do NOT need to register again.**

Proposers who obtain copies of this Solicitation from sources other than DemandStar or the City's Procurement Department run the risk of not receiving amendments to the Solicitation because their names will not be included on the list of Firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks.

1-3

CONE OF SILENCE

Proposers are notified that this Solicitation is subject to a "Cone of Silence." Pursuant to Sections 2-421 and 2-422 of the City Code of Ordinances ("Code"), "Cone of Silence" is defined to mean a prohibition on any communication regarding this RFP between a potential contractor, service provider, bidder, proposer, offeror, lobbyist, or consultant and the City's personnel, including but not limited to the City Manager, member of the City's professional staff, or any member of the selection committee.

The Cone of Silence shall be imposed upon each request for proposals, request for qualifications, request for letters of interest or invitation for bids at the time of short listing by the selection team for responses to the particular solicitation, and for procurements, such as a bid, where a short listing is not created, in which case the cone of silence shall be imposed at the bid opening or at the time responses are received.

This Cone of Silence does not apply to oral communications at pre-proposal conferences; oral presentations before evaluation committees; contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this Solicitation.

The Cone of Silence shall terminate at the time the City Manager or her designee makes a recommendation to the City Commission at a duly scheduled meeting of the City Commission; provided, however, that if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent recommendation.

1-4

INTERPRETATIONS AND REPRESENTATIONS

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery in accordance with Section 1-7(b) below. Any interpretation will be made only by an addendum. Failure on the part of the prospective Proposer to receive a written interpretation before the submission deadline will not be grounds for withdrawal of a Proposal. Proposer will acknowledge receipt of each addendum issued by stating so in his/her Proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a Contract to a Proposer shall be binding. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addenda issued, the last addendum issued will prevail. See also Section 1-5 below.

1-5

RECEIPT OF ADDENDA AND SUBSTITUTE PROPOSAL FORMS

It is the Proposer's responsibility to ensure receipt of all addenda and to substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all addenda have been received.

All inquiries regarding this Proposal must be written and should be **emailed** to:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL33025
Natalie Richmond
Procurement Analyst
Phone: (954) 602-3196
Fax: (954) 602-4357
narichmond@miramarfl.gov

OR

Luz Bartra
Procurement Specialist
Phone: (954) 602-3065
Fax: (954) 602-3631
lbartra@miramarfl.gov

1-6

PRE-PROPOSAL CONFERENCE

No Pre-Proposal conference will be held. **Please submit all questions in writing by MAY 30, 2018 to the contact person(s) listed above.**

1-7

CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Provider.

2) The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable City and county ordinances and/or state and federal statutes, rules and regulations.

b) Additional Information/Amendment.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Office at the address identified above, pursuant to Sections 1-4 and 1-5 above. A request must be received by the Procurement Office no later than seven working days prior to the Solicitation Due Date and Time. Any request received after that time may not be reviewed for inclusion in this Solicitation.

The request shall contain the requester's name, address, and telephone number.

2) The Procurement Office may issue a response to any inquiry if it deems necessary, by written amendment in the form of an addendum to the Solicitation, which shall be issued prior to the Solicitation Due Date and Time. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments/addenda issued.

3) It is the Proposer's sole responsibility to ensure receipt of all amendments/addenda and substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all amendments/addenda have been received. Proposers shall submit the Proposal form entitled "**ADDENDA ACKNOWLEDGMENT FORM**" with their Proposals.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

Where there appears to be a conflict in the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Proposer to verify the Due Date and Time by calling the City's Procurement Office at (954) 602-3054.

1-8

PREPARATION AND SUBMISSION OF A PROPOSAL

a) Preparation/Submission

1) The Proposal Forms shall be used when submitting a Proposal. Use of any other forms may result in the Proposer's Proposal being deemed "Non-Responsive."

2) The Proposal shall either be typed or completed legibly in ink. The Proposer's authorized agent shall sign the Proposal Forms in ink and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or the failure to comply with any of the foregoing may result in the rejection of the Proposal.

3) Upon request, the City will provide a tax exemption certificate, if applicable. Any special tax requirements will be specified either in the Special Conditions or in the Specifications.

4) Telegraphic or facsimile Proposals shall not be considered.

5) The apparent silence of the Specifications, and any amendment regarding any details, or the omission from the Specifications of a detailed description concerning any materials or Services requested, shall be regarded and interpreted as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the Specifications shall be made upon the basis of this Solicitation.

b) Criminal Conviction Disclosure

Any individual Proposer who has been convicted of a felony during the past 10 years and any corporation, partnership, joint venture or other legal entity Proposer having an officer, director, member/manager or executive who has been convicted of a felony during the past 10 years shall disclose this information prior to entering into a Contract with or receiving funding from the City. Forms for the disclosure of such a criminal conviction are available from the Procurement Office.

c) Sworn Statement on Public Entity Crimes

Pursuant to Paragraph (2)(a) of Section 287.133, Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

d) Preference for Local Bidders

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any bid or five points of any Proposal score to a Local Business. Such preference shall apply to bids or Proposals for commodities, Services and construction.

e) Preference for Businesses Employing Miramar Residents

A vendor located outside of the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if it employs a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20 percent of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to bids or Proposals for commodities, Services and construction.

f) Preference for CBE or SBE Firms

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any bid or five points of any Proposal score to a CBE or SBE Firm. Such preference shall apply to bids or Proposals for commodities, Services and construction.

g) Application of Preferences

In the application of any price preference granted by the City Code or City policy, the preference is applied by granting the specified percent price reduction to the price of the bidder/Proposer allowed the preference. Preferences shall be additive and computed as a whole on the bid or Proposal.

h) Drug-free Workplace Preference

All public bids or Proposals are subject to the City of Miramar Preference to Businesses with Drug-free Workplace Programs as set forth in Section 2-456(d) of the City's Code. The City grants a preference to a business with a drug-free workplace program whenever two or more Proposals are equal with respect to price, quality, and Services. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and all other applicable state law. All Proposers shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".

i) Anti-Kickback Affidavit

All Proposers shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT**".

j) Non-Collusion Declaration

All Proposers shall affirm that they have not and shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which their Proposal has been submitted, or to refrain from offering a Proposal in connection with such Service; or, in any manner, directly or indirectly, been sought by another person to fix the price or prices in the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed Services. All Proposers shall submit the duly signed form entitled "**NON-COLLUSION DECLARATION**".

k) Non-Discrimination Affidavit

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Proposers shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws, and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot lawfully be used as a basis for Service delivery. All Proposers shall submit the duly signed and notarized form entitled **“NON-DISCRIMINATION AFFIDAVIT”**.

l) Business/Vendor Profile Survey

All Proposers shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

m) Request for Taxpayer Identification Number and Certification

All Proposers shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

n) Antitrust Laws

By submitting a signed Proposal, the Successful Proposer acknowledges compliance with all antitrust laws of the United States and the State of Florida in order to protect the public from restraint of trade, which illegally increases prices.

o) Conflicts of Interest

The award of a Contract is subject to the provisions of Chapter 112, Florida Statutes. Proposers shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time of the Proposal or at the time of an occurrence of a conflict of interest.

p) Collection of Fees and Taxes

By accepting the award of a Contract, the Successful Proposer acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Proposer for the award of any Contract.

1-9

MODIFICATION OR WITHDRAWAL OF A PROPOSAL

a) Modification of a Proposal

Any modification of a Proposal by the Proposer shall be submitted to the Office of the City Clerk prior to the Solicitation Due Date and Time. The Proposer shall submit the new Proposal and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously submitted Proposal. The sealed envelope or container shall contain the same information as required for submitting the original Proposal. In addition, the envelope or container shall be marked with a statement that "This Proposal Replaces the Previously Submitted Proposal." No modifications of a Proposal shall be accepted after the Solicitation Due Date and Time.

b) Withdrawal of a Proposal

A Proposal may be withdrawn at any time prior to the Solicitation Due Date and Time. A Proposal may also be withdrawn 180 or more calendar days after the Solicitation Due Date and Time, provided that the Proposal is withdrawn prior to a recommendation for the award of a Contract is made. Withdrawals may only be made by written communication delivered to the Office of the City Clerk at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

1-10

LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Proposals received after the Solicitation Due Date and Time will not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date and Time will also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date and Time or prior to the expiration of 180 calendar days after the Solicitation Due Date and Time will not be accepted or considered.

1-11

SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all Proposals, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation or in the Proposals received as a result of this Solicitation.

1-12

COST OF PROPOSALS

All expenses involved with the preparation and submission of Proposals to the City, or any Services provided in connection therewith, shall be borne by the Proposer(s). No payment shall be made for any responses received or for any other effort required of or

made by the Proposer(s) prior to the provision of Services as defined by a contract duly approved by the City Commission.

1-13

ORAL PRESENTATIONS

The City may require Proposers to perform an oral presentation in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Evaluation/Selection Committee or the City Commission. If required, the City shall notify Proposers with as much advance notice as possible prior to the date of such a presentation.

1-14

EXCEPTIONS TO THE SOLICITATION

Proposers may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken shall be submitted in writing by the date for the deadline for questions.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions.

The City is under no obligation to accept or consider any exceptions or accept any Proposal with an exception. Proposers are reminded that they may submit one Proposal without exceptions and an alternate Proposal with exceptions.

1-15

PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Proposers are notified that all information submitted as part of or in support of Proposals will be available for public inspection after opening of the Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law". Any person wishing to view the Proposals in person may make an appointment by calling the Procurement Office at (954) 602-3054.

All Proposals submitted in response to this Solicitation become the property of the City. Unless the City is notified and acknowledges that the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Proposal when determined to be in the City's best interest. Acceptance or rejection of any Proposal shall not nullify the City's rights hereunder.

EVALUATION OF PROPOSALS

a) Rejection of Proposal.

1) The City may reject any Proposer's Proposal and award the Contract to the next highest evaluation scoring, responsive, responsible Proposer;

or

The City may reject the entire or any portion of all Proposals submitted and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."

2) The City may reject any Proposal if the Proposer does not accept or attempts to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

1) A Proposal shall only be considered from a Firm that is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. Proposers must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the Goods and/or Services if awarded the Contract as a result of this Solicitation.

2) The City may conduct a pre-award inspection of the Proposer's site or hold a pre-award qualification hearing to determine if the Proposer possesses the requirement(s) as outlined in the above paragraph and is capable of performing the requirement(s) of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Proposer, including past performance (experience) with the City or any other governmental entity in making the award of a Contract.

3) The City may require the Proposer to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.

4) The City reserves the right to audit all records, financial or otherwise, pertaining to and resulting from any award as a result of this Solicitation.

1-17

NEGOTIATIONS

The City may award a Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best efforts. The City, in its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluation scoring, responsive, responsible Proposer and whose Proposal is most advantageous to the City. Should the City and that Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate contract negotiations and to negotiate same with the next highest evaluation scoring, responsive, responsible Proposer. No Proposer shall have any rights against the City arising from such negotiations until a Contract acceptable to the City has been awarded and executed.

To assure full understanding of and responsiveness to the Solicitation requirements and full understanding of qualified Proposals or offers, discussions may be conducted with qualified Proposers or offerors who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of and responsiveness to the Solicitation requirements. The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining best and final Proposals or offers.

1-18

AWARD OF CONTRACT(S)

a) Contract(s)

This Solicitation contains a sample of the Contract to be awarded as a result of this Solicitation, entitled "**CONTRACT**". After award, a Contract similar to the Contract, inclusive of all attachments and any modifications that the City in its sole discretion may make, and reflecting all requirements, terms and conditions of this Solicitation and any negotiated changes, will constitute the entire Contract between the parties. No rights shall inure to the benefit of any Proposer pursuant to this Solicitation until the Contract has been executed by both parties. **The Proposer shall provide with its Proposal any contract forms desired for consideration by the City as part of the final agreement to be executed.**

b) Additional Information

The award of a Contract may be preconditioned on the subsequent submission of other documents specified in the Special Conditions or Specifications. The Successful Proposer shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Proposer is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City may award the Contract to the next highest evaluation scoring, responsive, responsible Proposer.

c) Independent Contractor

The Successful Proposer shall be a contractor operating independently from the City. All employees and contractors of the Successful Proposer shall be considered to be, at all times, the sole employees or contractors of the Successful Proposer, under the Successful Proposer's sole discretion, and not an employee, contractor, or agent of the City. Nor shall employees and contractors of the Successful Proposer enjoy any privity of contract with the City. Neither the Successful Proposer nor any of its employees shall receive any City benefits available to employees of the City. The Successful Proposer shall supply competent and physically capable employees and contractors. The City may require the Successful Proposer to remove any employee or contractor the City deems careless, incompetent, insubordinate, or otherwise objectionable and/or whose continued performance of the Services is not in the best interest of the City.

d) Contract Extension

The City reserves the right to automatically extend any Contract for up to 180 calendar days beyond the stated Contract term under the same terms and conditions of said Contract. The City shall notify the Successful Proposer in writing of such extensions. Additional extensions beyond the first 180-day extension may occur if approved by the City Commission, with the mutual agreement of the City and the Successful Proposer.

e) Limited Contract Extension

Any specific work assignment which commences prior to the termination date of any Contract and which will extend beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

f) Warranty

Any implied warranty granted under the Uniform Commercial Code shall apply to all goods purchased under any Contract.

g) Estimated Quantities

Estimated quantities or estimated dollars, if provided, are for Proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the period of the Contract. The City is not obligated to

place any order for a given amount subsequent to the award of any Contract. Estimates are based upon the City's actual needs and/or usage during a previous contract period. Said estimates may be used by the City for purposes of determining the highest evaluation scoring, responsive, responsible Proposer meeting the Specifications.

h) Non-Exclusive Contract

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that any Contract awarded does not create the exclusive rights of the Successful Proposer to receive all orders that may be generated by the City in connection with the types of products and/or Services requested, unless otherwise stated herein.

1-19

RIGHT TO APPEAL AWARD RECOMMENDATION

After a notice of intent to award a Contract is posted, any actual or prospective bidder/Proposer who is aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the Chief Procurement Officer. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and accompanying fee is received by the Chief Procurement Officer.

A nonrefundable filing fee from protester is required to compensate the City for the expenses of administering the protest. The fee shall be in the form of cash or a cashier's check, and in accordance with the schedule set forth below:

Contract Award	Amount Filing Fee
\$10,000-\$50,000	\$500.00
\$50,001-\$250,000	\$1,000.00
\$250,001 and greater	1% of the pending award or \$5,000.00, whichever is greater

1-20

RESULTING CONTRACTOR OBLIGATIONS

a) Rules, Regulations, Licensing, and Other Requirements

The Proposer shall comply with all laws and regulations applicable to the Goods and/or Services requested in this Solicitation. The Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Goods and/or Services offered.

b) Condition of Packaging and Packaging Materials

If applicable, and unless otherwise specified in the Special Conditions or Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

1-21

REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

All Contracts with the City for the purchase of supplies, materials, or Services, including professional Services that involve the expenditure of \$25,000.00 or more, shall require that the Proposer submits with its Proposal a list of all first-tier Subcontractors or Subconsultants who will provide any part of the Contract Services and all suppliers who will provide materials for the Contract Services directly to the Successful Proposer. In addition, the Successful Proposer shall not change or substitute Subcontractors, Subconsultants or suppliers from those listed in the Proposal, except upon written approval of the City.

All Proposers shall submit the completed Proposal form entitled “**PROPOSER’S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS**” with their Proposal(s). **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE PROPOSAL “NON-RESPONSIVE”.**

1-22

OTHER AGENCIES (PIGGYBACK CLAUSE)

The successful Proposer(s) from this RFP may permit any other municipality or government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties. Any other agency that chooses to piggyback the terms and conditions of this contract shall do so independently and shall be responsible for its own purchases.

SECTION 2

SPECIFIC TERMS AND CONDITIONS

2-1

PURPOSE: TO ESTABLISH A CONTRACT BETWEEN A PROVIDER AND THE CITY FOR LEASE OF POLICE MOTORCYCLES.

The purpose of this Solicitation is to establish a Contract for the Services specified herein from a qualified firm that will provide lease of police motorcycles in accordance with the terms, conditions, and Scope of Services contained in this RFP.

The City is requesting Proposals from experienced individual(s), group(s), or company(ies), hereinafter referred to as the "Proposer", to provide the Services for the City.

2-2

SOLICITATION TIMETABLE

The anticipated schedule* for this Solicitation and the award of the Contract shall be as follows:

<u>Milestone</u>	<u>Timeframe</u>
RFP Issuance.....	Wednesday, May 16, 2018
Deadline for Clarification Questions	Wednesday, May 30, 2018
Proposals Due to City.....	Wednesday, June 13, 2018 at 2:00 PM EST
Final Ranking of Proposers	TBA
Contract Negotiations	TBA
Award of RFP and Contract by City Commission	TBA

***Dates in this schedule occurring after the Proposal Due Date and Time may be amended by the City in its sole discretion, and no rights shall inure to any Proposer due to such amendment.**

2-3

TERM OF CONTRACT

The term of this Agreement shall be for a term of two (2) years and shall commence upon acceptance of deliverables due under this agreement by the City. The City shall have the option to renew the lease with the successful proposer for one (1) additional two (2) year term which shall include the exchange for subsequent year model (new) motorcycles.

In addition to any renewal, if provided for, the Chief Procurement Officer may authorize up to a 90-day extension of a Contract in accordance with the terms and conditions of the Contract; and the City Manager or his/her designee is authorized to extend, for operational purposes only, for a maximum of 180 days any Contract entered

into by the City pursuant to City Commission approval. Any further extensions of such Contract require the approval of the City Commission.

2-4

METHOD OF AWARD

The award of any Contract resulting from this Solicitation will be made to the highest evaluation scoring, responsive, responsible Proposer whose Proposal will be the most advantageous to the City, taking into consideration price and the other evaluation factors set forth in this Solicitation.

2-5

METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

The Successful Proposer(s) shall submit fully documented invoices within 30 calendar days after Services have been rendered. These invoices shall be submitted to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, and the dates or period that the Service(s) were provided in the prior 30 days.

2-6

CONTENTS OF PROPOSAL

The contents of the Proposal shall be as required by this RFP, including the information required in **Section 3** below.

2-7

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Proposer understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Successful Proposer agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

2-8

ACCEPTANCE OF SERVICES BY THE CITY

The Services shall be performed by the Provider consistent with the highest professional standards. Any Services not provided as required shall be corrected by the Provider to the extent possible at no cost to the City.

2-9

POINT OF CONTACT

For any additional information regarding the Scope of Services and requirements of this Solicitation, contact the Procurement Office at:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL 33025

Natalie Richmond
Procurement Analyst
Phone: (954) 602-3196
Fax: (954) 602-4573
narichmond@miramarfl.gov

OR

Luz Bartra
Procurement Specialist
Phone: (954) 602-3065
Fax: (954) 602-3631
lmbartra@miramarfl.gov

2-10

PUBLIC RECORDS

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
 2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be

delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

SECTION 3 SCOPE OF SERVICES AND SPECIAL REQUIREMENTS; PROPOSAL EVALUATION AND CRITERIA; CONTENT OF PROPOSAL

3-1

PURPOSE AND INTENT OF REQUEST FOR PROPOSALS

The City of Miramar is seeking a qualified firm/dealership to lease motorcycles for use by the Miramar Police Department. The City's intent is to lease ten (10) motorcycles from a firm/dealership that provides the best options for the best value to the City and meets or exceeds both the functional and technical requirements identified in this RFP.

The term of the lease will be for two (2) years with the option to renew for one (1) additional two-year term which shall include the exchange for subsequent year model (new) motorcycles.

3-2

CITY BACKGROUND.

The City of Miramar is a growing municipality located in southeast Florida, approximately halfway between Miami and Fort Lauderdale. Miramar has experienced unprecedented growth over the past 17 years, increasing in population from 72,739 in 2000 to 134,037 in 2016. In addition to the 84.4% population increase, the City's infrastructure, residential, commercial, and economic development has also increased at an explosive pace during the same 10-year period. Miramar is a long and narrow City, approximately 2.5 miles wide (north to south) and 14 miles long (east to west)

3-3

PROJECT BACKGROUND

The City of Miramar Police Department currently leases ten (10) 2016 Harley Davidson, FLHTP, Electra Glide motorcycles that are used by the department's traffic unit. The current lease is with Peterson's Harley Davidson and will expire on or about October 2018.

3-4

MINIMUM REQUIREMENTS

Proposers that wish submit a proposal to this RFP must meet the following minimum requirements:

1. Proposer must be an authorized dealer and service provider for the make and model proposed.
2. Proposal must be accompanied by a minimum of five (5) references of which three (3) or more shall be from government entities that have at least five (5) motorcycles or more (purchased or leased) in their fleet. Reference shall

include name of the company, a contact person, contact person's e-mail address, telephone number and facsimile number.

3-5

3.5.1 SCOPE OF SERVICES

1. The City of Miramar intends to lease approximately 10 current model (2018) Police Type Two-Wheel Motorcycles. No previously titled motorcycles (demonstrators, etc.) will be accepted. All motorcycles shall be delivered with all new parts and components. The quantities shown are estimated as year one's requirement. The City reserves the right to increase or decrease the total quantities.
2. Lease Prices shall include all taxes, fees, financing, standard and supplemental equipment options, warranty parts, labor and services. All lease programs will include full maintenance using Original Equipment Manufacturers ("OEM") parts not limited to but including all factory recommended service intervals along with one set of tires and breaks per motorcycle per lease term. The City of Miramar will receive priority service with minimal downtime.
3. Maintenance and repair of the equipment shall be the responsibility of the Proposer except repairs necessary due to an accident or negligence on the part of the City. Preventative and routine maintenance is to be completed in accordance with manufacturers' recommendations and warranty guidelines. The City will make the equipment available for preventative and routine maintenance in accordance with pre-scheduled appointments. These appointments shall be made considering vendor workloads and officer availability in order to minimize downtime. The Proposer is required to notify the rider of any failure to complete work within the allotted time frame
4. Repairs outside of routine maintenance, over \$100.00 and not covered under warranty must be submitted for approval, to the City of Miramar Police Department Support Services Manager, or designee, prior to any work being done.
5. Since police motorcycles are unique in certain parts from other similar models, it will be the responsibility of the Proposer to have sufficient OEM police motorcycle parts in stock. Such parts to include, but not limited to, fenders, gas tanks, fairing and windshields, and replacement emergency lights (if applicable).
6. In the unlikely event a motorcycle is totaled as a result of accident, the City's Human Resources Department will expect any subrogated value to be returned to the City as a part of the final settlement. The motorcycle(s) shall be carefully inspected by the Proposer to make sure that it is complete in detail and all components and accessories are called for are in accordance with these specifications.
7. All equipment set out in the manufacturer's literature as standard equipment

shall be furnished. Omission of detail from these specifications does not relieve the Proposer from furnishing a complete unit.

8. It will be the responsibility of the Successful Proposer to pick up any unit(s) found unacceptable. After notification, the Successful Proposer will have five (5) working days to respond and make the necessary arrangement to pick up unit(s), and to redeliver same in five (5) working days after date of pick up. Units not in compliance with RFP specifications are not eligible for, or considered delivered, until corrections have been accomplished and in compliance.
9. The Successful Proposer will be held responsible for any defect in material and workmanship, which are of such a nature that they could not be detected by inspection or road test.
10. The City will assume responsibility for the costs associated with Tag/Title and Registration fees. The Successful Proposer will provide a separate invoice to the City outlining each Vehicle Identification Number on the invoice.

3.5.2 Minimum Specifications:

Harley Davidson, FLHTP, Electra Glide Police Motorcycle – Vivid Black (OR EQUAL)

To include the following items and Safety Equipment (OR EQUAL)

- 53848-00 Tour Pack Lock, Keyed to Lock (Harley Davidson)
- 80721-09 Muffler Splash Down Kit (Harley Davidson)
- Screaming eagle muffler
- 15" clear windshield

LIGHTING EQUIPMENT (OR EQUAL)

- MO6MJ FLHT Windshield Light Array (Whelen Brand)
- 68-1183582-3SA 700 Series Back of Bags Clear Optical Lens (Whelen Brand)
- 69200597 Siren Amp Mounting Kit (Harley Davidson Brand)
- 68000123A Kit Light, Aux, Run/Brake/Turn (Harley Davidson Brand)
- 68559-07 Lens, Turn Signal, amber (Harley Davidson Brand)
- Clear front Lens cover Red/ Blue Flasher FDFP11BR is blue FDFP11RR is red
- 90 degree offset mounting bracket red / blue lighting RBKTHD7, RBKTHD8, LINV2r is red LINV2B

3.5.3 Maintenance/Repair Facilities: The Successful Proposer must be able to provide a maintenance/repair facility **within forty (40) miles of the City of Miramar Police Department Headquarters located at 11765 City Hall Promenade, Miramar, Florida 33025.**

3.5.4 Shipping Terms: Prices shall include freight to City's premises, and shall be F.O.B. Destination. The Successful Proposer shall hold title to the goods until such time as they are delivered, installed and accepted by an authorized City representative.

3.5.5 Delivery and Acceptance: The police motorcycles identified in this solicitation shall be ready for immediate delivery within sixty (60) calendar days of the Notice of Award. No factory ordered police motorcycles will be accepted unless this delivery schedule can be met. Proposer shall state in space provided on Proposal pages the time required for delivery after receipt of the purchase order.

The Successful Proposer shall notify agency personnel designated in the Contract no less than 24 hours prior to delivery. Deliveries will be accepted only between 8:00 a.m. and 3:30 p.m. on the City's normal workdays. Transport deliveries must be unloaded and ready for inspection prior to 3:30 p.m. Deliveries not complying with these requirements may be rejected and will have to be re-delivered at the Successful Proposer's expense.

Delivery of all the police motorcycles to the City of Miramar does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the police motorcycle(s) meets contract specifications and conditions. The unit(s) will be inspected and accepted by the Public Works Director, or designated representative, as indicated on the purchase order. Unit(s) must be in conformance with the specifications and that the engineering materials and workmanship exhibit a level of quality and appearance consistent with or exceeding industry standards.

3.5.6 Warranty Requirements: Motorcycles shall have a full factory warranty. The Successful Proposer will provide a complete and detailed copy of warranty.

WARRANTY REQUIREMENTS SHALL BE AT MINIMUM TWENTY-FOUR (24) MONTHS FROM ACCEPTANCE OF PRODUCT.

1. Type of Warranty Coverage Required: In addition to all other warranties that may be supplied by the Proposer, the Proposer shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of twenty-four (24) months after the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full twenty-four (24) month period, regardless of whether the Proposer is under contract with the City at the time of defect. Any payment by the City on behalf of the goods or services received from the Proposer does not constitute a waiver of these warranty provisions.
2. Correcting Defects Covered Under Warranty: The Proposer shall be responsible for promptly correcting any deficiency, at no cost to the City, within five (5) calendar days after the City notifies the Proposer of such deficiency in writing. If the Proposer fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, notify the Proposer, in writing, that the Proposer may be debarred as a City Proposer and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the City within five (5) calendar days of receipt of the notice. If the Proposer fails to satisfy the warranty within the period specified in the notice, the City may (a) place the Proposer in default of its contract, and/or (b) procure the products or services from another vendor and charge the Proposer for any additional costs that are incurred by the City for this work or items; either through

a credit memorandum or through invoicing.

3. **ADDITIONAL QUANTITY OF ITEMS OR UNITS.** Although this solicitation and resultant contract states a specific or an estimated number of items or units to be leased by the City, it is understood and agreed that the City may lease as many additional items or units from the Successful Proposer; provided that these additional items or units represent the same manufacturer, model or brand, and unit price stipulated within the contract.
4. **DEMONSTRATION OF EQUIPMENT MAY BE REQUIRED DURING EVALUATION.** After receipt of offers by the City, the Proposers may be required to demonstrate their specifically offered equipment to cognizant City personnel, at no separate cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the City will notify the Proposers of such in writing and will specify the date, time, and location of the demonstration. If the Proposer fails to perform the demonstration on the specified date stipulated in the notice, the City may elect to reject that Response, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the City. The City shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.
5. The equipment used for the demonstration shall be the same as the manufacturer's model identified in the Response. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the Successful Proposer during the contract period shall conform to the equipment used in the demonstration. The Successful Proposer shall be required to provide adequate restitution to the City, in the manner prescribed by the City, if this warranty is violated during the term of the Contract.

3.5.7 Model Availability: The equipment being offered by the Successful Proposer shall be the most recent model available. Any optional components which are required in accordance with the Contract specifications shall be considered standard equipment for purposes of this solicitation. Demonstrator models will not be accepted. Omission of any essential detail from these specifications does not relieve the Successful Proposer from furnishing a complete unit. The unit shall conform to all applicable OSHA, State, and Federal safety requirements. All components (whether primary or ancillary) of the delivered equipment are to be in accordance with current SAE standards and recommended practices. The engineering, materials, and workmanship associated with effort performed hereunder shall exhibit a high level of quality and appearance consistent with or exceeding industry standards.

3.5.8 Consideration of Equal Product: The manufacturer's name, brand name, and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Price Response

Sheet.

This specific solicitation requires submission of the Price Response Sheet described below to enable City evaluation of “equal” products:

3.5.9 Price Response Sheet: If an “equal” product may be considered by the City in accordance with the Price Response Sheet, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an “or equal” item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal. Also for product information submittals, all supporting documentation submitted by the Proposer must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the Proposer shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

The City shall be sole judge of equality, based on the best interests of the City, and its decision in this regard shall be final. If an item is labeled "No Substitute" on the City's Price Response Sheet, these shall be the only products that will be accepted under this solicitation.

3.5.10 Purchase/Lease of Other Items: While the City has listed all major items and services within this solicitation which are utilized by City departments in conjunction with their operations, there may be similar items/services that must be purchased/leased by the City during the term of the Contract. Under these circumstances, a City representative will contact the Successful Proposer to obtain a price quote for the similar items. The City reserves the right to award these similar items to the Successful Proposer, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

3.5.11 Hourly Rate and Part Discount: The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the Successful Proposer for repairs not covered under Warranty. This rate is assumed to be at straight-time for all labor, except as otherwise noted. Hourly labor rates are specified as follows:

- Hourly Labor Rate I – hourly rate for straight time repairs, i.e. from 8:00 a.m. to 5:00 p.m. Monday – Friday (rate is to include labor and travel, parts are not included).
- Hourly Labor Rate II – hourly rate for overtime repairs, i.e. before 8:00 a.m. or after 5:00 p.m. or on weekends or holidays (rate to include labor and travel, parts are not included).
- Parts Discount – Discount from manufacturer's published price list.

3.5.12 LEASE DOCUMENT: Proposer shall provide a formal written lease agreement with Proposal package for review by the City. Each agreement shall include a “non-appropriation” clause that does not obligate the City to pay any net contract balance remaining beyond any fiscal period wherein funds have not been appropriated for that expense.

3.5.13. Escalation/De-Escalation: Prices shall remain firm for the initial two-year period of the agreement. If the City renews the agreement for the additional two-year period, the City reserves the right to request new motorcycles for the current year. Revisions in the updated lease price shall not exceed 5% per unit increase from the initial term price. Additionally, the successful proposer shall notify the City of any price decline at the manufacturer’s level and shall be reflected in an immediate reduction of the contract prices.

3.5.14 Accounting Reporting Requirements: Lessor will provide to Lessee any necessary schedules and or documentation necessary to satisfy any updated accounting and reporting requirements for Leases.

3-6 FEES AND COSTS

Proposers shall quote an all-inclusive fee for the Work described under Scope of Services. The all-inclusive fee shall include, but is not limited to, all labor, travel, lodging, materials, printing, overhead and profit and any other contractor expense for this Project, unless described as separate cost in this section.

3-7 MANAGEMENT AND PERSONNEL

1. Profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:
 - a. Age and size of the firm and local office.
 - b. Location of the office where the work on this Project is to be performed.
 - c. Number and nature of the staff to be assigned to this Project on a full time basis (resumes are preferred).
2. Indicate any certifications and/or licenses possessed applicable to the delivery of the proposed Project. Provide resumes for each person that will be assigned to this project.
3. Provide a detailed description of the nature and status of any pending or completed litigation, claims made, investigations contract disputes or defaults and liens arising in regard to your company’s performance of any services or current or former members of your firm arising (during the tenure at your firm) within the last five years prior to the Due Date of this RFP. If Subcontractors or Subconsultants are utilized, provide similar information for the Subcontractors/Subconsultants.

5. Proposer must be operating as the same business entity for a minimum of five (5) years and have been successful in the business of leasing/selling motorcycles in the State of Florida continuously for the same number of years.

3-8

SILENCE OF SCOPE OF SERVICES

The apparent silence of the foregoing Scope of Services as to any detail or omission from it as to a detailed description concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of this Scope of Services shall be made upon the basis of this statement.

3-9

PROPOSAL EVALUATION AND CRITERIA

Following the closing of this Solicitation, the Proposals will be evaluated by a selection committee appointed by the Chief Procurement Officer. The selection committee may be comprised of any combination of City staff, consultants, or other non-City persons, all of whom have the appropriate experience and knowledge relating to the Services sought by this Solicitation, while striving to ensure a well-balanced committee.

The selection committee will evaluate and rank the Proposals received on the basis of the criteria and available points indicated below. The committee shall reserve the right to require oral presentations from one or more of the Proposers, either before or after the initial ranking, and shall have the option to short-list and re-rank after the receipt of additional information from such presentations, follow-up questions and answers, on-site Proposer demonstrations (to include module and/or functionality demonstrations, technical demonstrations, service presentation, and other due diligence), completed reference checks, or site visits. After the final ranking, again based on the criteria set forth below, Contract negotiations will be commenced with the highest evaluation ranked, responsive, responsible Proposer and whose Proposal will be the most advantageous to the City. Should the City and such Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate negotiations and to negotiate with the next highest ranked firm, and to continue following this process until a mutually acceptable Contract is reached. Once a mutually acceptable Contract is reached, the City Commission will then be asked to approve the award of the RFP and the successfully negotiated Contract.

The resulting Contract shall contain requirements, terms, and conditions consistent with this Solicitation, along with any modifications which the City, in its sole discretion, may require or accept.

No rights shall inure to the benefit of any Proposer pursuant to this Solicitation until the Contract is approved by the City Commission and has been executed by both parties.

Evaluation Categories	Points
A. Experience and Expertise	10
B. References	10
C. Maintenance and Support	20
D. Price/Fee structure:	60
E. City Local Preference	5
F. CBE/SBE Preference	<u>5</u>
Total Points	110

Scoring for References (Criteria B):

Proposers must submit five (5) completed and signed Reference Questionnaire Forms, three (3) of which shall be from government entities (See Section 4) for which work was satisfactory. Each completed and signed Reference questionnaire that is satisfactory in ALL areas will receive 1/5 of the possible points allocated. If a questionnaire contains an area that is unsatisfactory, Proposer will not be awarded points for that reference questionnaire.

Example 1:

Firm "A" submits 5 Reference Forms and is satisfactory in all areas

$1/5 \times 5 \text{ (reference sheets)} \times 10 \text{ (total possible points)} = 10 \text{ points}$

Example 2:

Firm "B" submits 4 Reference Forms and is satisfactory in all areas

$1/5 \times 4 \text{ (reference sheets)} \times 10 \text{ (total possible points)} = 8 \text{ points}$

Scoring for Price/Fee Structure (Criteria D)

Lowest Cost Proposal divided by Proposer "X" Cost Proposal times maximum available cost points = Proposer "X" Cost Score

Example:

Firm "A" cost proposal is \$10,000 and is the lowest cost proposal

Firm "B" cost proposal is \$15,000

Firm "C" cost proposal is \$20,000

Cost Points Available: 60

Calculation:

Firm "A": Lowest price and receives 60 points

Firm "B": $(\$10,000)/(\$15,000) \times 60 \text{ points} = 40 \text{ points}$

Firm "C": $(\$10,000)/(\$20,000) \times 60 \text{ points} = 30 \text{ points}$

3-10

CONTENT OF PROPOSAL

Proposal Format

To facilitate the analysis of responses to this RFP, Proposers are required to prepare their Proposals in accordance with the instructions outlined in this section. **Proposers** must respond in full to all RFP sections and follow the indicated RFP format (section numbering, and similar matters) in their Proposal. Failure to follow these instructions may result in rejection of the Proposal.

For each question asked in the RFP, Proposers shall provide in their Proposals the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. All parts, pages, figures, and tables should be numbered and labeled clearly. The Proposal should be organized as follows:

Tab	Title
-	Proposal Signature Form
1	Executive Summary
2	Experience and Expertise
3	Resources and Methodology
4	References checks with other clients
5	Proposer Background Information
6	Exceptions and Deviations
7	Other Required Forms and Attachments
8	Cost Proposal
9	Addenda
10	Affidavits and Acknowledgements

Instructions relative to each part of the Proposal are defined in the remainder of this section.

Costs for the Proposer's recommendation(s) should be submitted on the Proposal Pricing Forms provided. Costs should include the complete costs for the solution, including travel and operating costs. Use additional pages as needed. See "Cost Proposal" below.

TAB 1: Executive Summary

This part of the response to the RFP should be limited to a brief narrative, not to exceed two pages, describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.

Minimal Qualifications

- Be licensed to do business in the State of Florida.
- Operating in Business for a minimum of 5 years

TAB 2: Experience and Expertise

Proposers must provide information about their firm so that the City can evaluate the Proposers' stability and ability to support the commitments set forth in the Proposal. Following is the information that Providers should include in this section:

1. The firm's background, including a brief description (e.g., past history, present status, future plans, company size and related matters) and organizational charts. Include a profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:
 - a. Age and size of the firm and local office.
 - b. Location of the office where the work on this Project is to be performed.
 - c. Number and nature of the staff to be assigned to this Project on a full time and part time basis. Include names of representatives, professional/work background and qualifications, with titles and areas of expertise, who will be directly responsible and assist with this Project. (resumes required).
 - d. State whether your Firm is a small or local business as defined in the 1-1 Definitions.
2. If the Proposer is proposing to use a Subcontractor on this Project, please provide background information on the Subcontractor, Provider relationship with that firm and the specific Services and/or products that the Subcontractor will be providing on the Project. A complete list of Subcontractors is required. The City has the right to approve all Subcontractors of the Provider at any time, and receive copies on any agreements or contracts with the Subcontractors. Contractors and Subcontractors are expected to also act as fiduciaries of the City.

TAB 3: Resources and Methodology

1. Adequacy of amount of quality resources assigned to the Project.
2. Overall approach to Project.

TAB 4: References checks with other clients

Proposal must be accompanied by a minimum of five (5) references, of which three (3) or more shall be government entities that have at least five (5) motorcycles or more (purchased or leased) in their fleet. Reference shall include name of the company, a contact person, contact person's e-mail address, telephone number and facsimile number.

TAB 5: Proposer Background Information

The Provider must respond to the Provider Background Questionnaires in Section 4 of this RFP.

TAB 6: Exceptions and Deviations

If the Proposer finds it impossible or impractical to adhere to any portion of this Scope of Services and all attachments, it shall be so stated in its Proposal, with all deviations grouped together in a separate section entitled "Exceptions/Deviations from Proposal Requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation from adherence to specific RFP sections. Objections or deviations expressed only in other parts of the Proposal, either directly or by implication, will not be accepted as deviations, and the Proposer in submitting a Proposal will accept this stipulation without recourse. Also see the provisions of Section 1-12 above. Providers taking exceptions do so at their own risk. The City may, in its sole discretion, choose to accept any or all exceptions and deviations to the proposal requirements. However, the City is not obligated to accept any exceptions or deviations.

TAB 7: Other Required Forms and Attachments

Place all other forms that have not been identified as associated with another tab, including attached questionnaire, under this tab. This should include any Contract forms desired for consideration as part of the Contract.

TAB 8: Cost Proposal

Costs for the Proposer's recommendation(s) should be submitted on the Price Proposal Sheet Forms provided at Section 5 below. The Proposer shall provide price information for each separate component of the proposed Services.

In the event the Goods or Services are provided at no additional cost, the item should be noted as "no charge", or words to that effect.

In the event the Goods or Services are not being included in the Proposal, the item should be noted as "No Bid".

Proposers shall provide all pricing/revenue alternatives in these cost sheets.

Proposers shall provide prices in U.S. dollars.

Proposers shall provide the rationale and basis of calculation of all fees.

Proposers shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

The City prefers that Proposers provide separate prices for each item in the proposed solution. However, the Proposer is also encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the City. Prices shall be guaranteed for the entire term of the Contract.

The City reserves the right to pursue direct purchase of all items and Services proposed, as well as to obtain independent financing.

TAB 9: Addenda

Include all original, signed copies of addenda in this section.

TAB 10: Affidavits and Acknowledgements.

The following forms are attached at Section 5 below and shall be completed and provided as part of this Proposal. FAILURE TO COMPLETE, SIGN AND RETURN THESE FORMS MAY DEEM YOUR PROPOSAL “NON-RESPONSIVE”.

FORM CHECKLIST:

- 1) ____ PROPOSAL COVER SHEET AND SIGNATURE FORM
- 2) ____ PRICE PROPOSAL SHEET
- 3) ____ PROPOSER INFORMATION FORM
- 4) ____ PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
- 5) ____ DRUG-FREE WORKPLACE AFFIDAVIT
- 6) ____ ANTI-KICKBACK AFFIDAVIT
- 7) ____ NON-COLLUSIVE AFFIDAVIT
- 8) ____ NON-DISCRIMINATION AFFIDAVIT
- 9) ____ BUSINESS/VENDOR PROFILE SURVEY
- 10) ____ EXCEPTIONS AND DEVIATIONS FORM

SECTION 4
SUBMITTAL FORM
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 18-04-22 (Pre-Tab1)

PROPOSER'S NAME (Name of firm, entity, or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name:

Title:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE:

(_____) _____

FAX:

(_____) _____

PROPOSER'S ORGANIZATION STRUCTURE:

EMAIL _____

_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (explain): _____

IF CORPORATION:

Date Incorporated/Organized: _____

State of Incorporation/Organization: _____

States registered in as foreign Corporation: _____

PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION:

LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.

Signed by: _____ Date: _____

Print name: _____ Title: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

REFERENCE QUESTIONNAIRE (Tab 4)

Reference for (Proposer's Name): _____

Agency Giving Reference: _____

Contact Person Name: _____

Address: _____

Telephone: _____

E-Mail: _____

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	How would you rate the company's performance in responding to request for emergency repairs		
2	How would you rate the experience of the firm's staff and the quality of the work?		
3	How would you rate the service of the firm/dealership to resolve any problems during the contract term?		
4	How would you rate your overall experience with the firm/dealership for the lease/purchase of motorcycles?		
5	Would your agency lease/purchase from this firm/dealership again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: _____

Signature

Title

**FAILURE TO COMPLETE AND RETURN THIS FOR
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

Exceptions and Deviations Form (Tab 6)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. **Exceptions must be fully explained using a chart in the form of the chart set forth on the bottom portion of this page.**

Please note that the City is not obligated to accept any exceptions and deviations provided in a proposal. Exceptions and deviations provided in a proposal **must not affect the pricing provided on the Cost Proposal Sheet.** Exceptions and deviations must be stated in the Proposal for consideration. The City reserves the right to, in its sole discretion, reject any or all exceptions and deviations taken to this RFP and any Proposal for noncompliance with one or more of the RFP requirements. See also Section 1-14, *Exceptions to the Solicitation*

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION

Proposer's Signature

**FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

PRICE PROPOSAL SHEET (Tab 8)

COST OR PRICING DATA FOR PRICE PROPOSAL

Proposers shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Proposal, reflecting Cost Realism, including all information other than Cost and Pricing Data, and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts, that as of the date of submission of the Proposal, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Proposer's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) "Cost Realism" shall mean that the costs in Proposer's Proposal: (1) are realistic for the Services to be provided; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the Proposer's Proposal.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any fee or profit applicable.

PRICE PROPOSAL SHEET (Tab 8) (CONT.)

1. Motorcycles

Two (2) Year Lease Harley Davidson FLHTP Police Motorcycles "Or Equal" outfitted in accordance with the requirements specified herein	Quantity	Unit Price Per Month	Months	PROPOSED COST
Year/MFG. _____ Model # _____	10	\$ _____	24	\$ _____

2. Labor Rates for Repairs outside of Warranty

NOTE: Total work hours provided below (100) are based on approximate estimated hours to be worked on 10 motorcycles during the lease term. The City does not guarantee the total work hours during the term of the lease and can be more or less than the amount below.

Description	Proposed Hourly Rate	Estimated total work Hours during lease term	PROPOSED LABOR COST
Labor Rate I	\$ _____	100	\$ _____
Labor Rate II (Overtime)	\$ _____	100	\$ _____

3. Additional Costs

Please provide additional fees to be charged during the term of the lease not included in items 1 and 2 above. (Please add additional lines if necessary)

Description	Quantity	Price Per Month	Months	PROPOSED FEE

PRICE PROPOSAL SHEET (Tab 8) (CONT.)

TOTAL PROPOSED COST:

MOTORCYCLE LEASE (Item 1) + Proposed Labor Cost (Item 2) + Additional Fees/Charges
(item 3)

\$ _____
(Figures)

TOTAL PROPOSED: (Items 1 through 3)

(Written Amount)

TOTAL AMOUNT FOR SECTION 1 THROUGH 3 OF THE PRICE PROPOSAL SHEET SHALL BE SHOWN ABOVE IN BOTH FIGURES AND WORDS. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN.

4. PARTS DISCOUNT OFF MSRP _____%

Taxpayer Identification Number (TIN) _____

PROPOSER: _____
(Company Name)

(Signature)

(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR RESPONSE "NON-RESPONSIVE"**

PROPOSER INFORMATION FORM (Tab 10a)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? _____ years
- (2) State of Florida occupational license type and number: _____
- (3) County (state county) Business Tax Receipt type and number: _____
- (4) City of Miramar Business Tax Receipt type and number: _____

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE
NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY
OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing Services and or commodities for similar (government) organizations:
- _____
- _____
- _____
- _____
- _____
- (6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?
- _____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Tab 10b)

Please list all Subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SME Firms. Please specify the category for each Subcontractor or supplier.

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND
SUPPLIERS (CONTINUED) (Tab 10b)**

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10c)

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR
PROPOSAL "NON-RESPONSIVE"**

ANTI-KICKBACK AFFIDAVIT (Tab 10d)

STATE OF FLORIDA }
 }
COUNTY OF BROWARD }

ss:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and _____ or its Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

NON-COLLUSIVE AFFIDAVIT (Tab 10e)

State of)
) ss:
County of)

I, _____, the undersigned authority, being first duly sworn, deposes and says that:

a) He/she is the (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Service; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Services;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10e)

Signed, sealed and delivered
in the presence of:

Witness

By:_____

Witness

(Printed Name)

(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10e)

ACKNOWLEDGMENT

State of)
) ss:
County of)

BEFORE ME, the undersigned authority, personally appeared _____, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this _____ day of _____ ,
20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

NON-DISCRIMINATION AFFIDAVIT (Tab 10f)

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20_____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

BUSINESS/VENDOR PROFILE SURVEY (Tab 10g)

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES _____ NO _____

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming local Business Preference YES _____ NO _____

(Choose below as applicable)

- ☐ **A Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. **Proof of Miramar residents employed will be required prior to AWARD.**
- ☐ Business is domiciled within the City of Miramar city limits, complies with all City of Miramar licensing requirements and is current on all taxes.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**



Date of Issuance: June 4, 2018

City of Miramar
Procurement Department

ADDENDUM No. 1
For
RFP No. 18-04-22
Police Motorcycle Lease

Proposers are hereby notified that this Addendum No.1 shall be attached to and made part of the above named Request for Proposal ("RFP") issued on May 16, 2018

This Addendum No. 1 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 1 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

The Proposer shall acknowledge receipt of this **Addendum No. 1** by including a signed copy of this form in each Proposal.

This addendum consists of (2) pages.

QUESTIONS AND ANSWERS:

1. What is the average miles per year your units ride?

ANSWER: 1500-5000

2. Does the city own its equipment boxes? If not, you need to add part # 54180-10

ANSWER: The City does not own its equipment boxes. The City will need Harley Equipment box with lighting and back up battery system and Public Address System (PA).

3. Does the City have lights for their boxes? if not please advise what lights and how many

ANSWER: The City does not have lights for the boxes. The City owns the light bars, front and rear MOTO lights, and three sets of box lights.

4. Muffler part #80721-09 is for 2016 and older bikes do you want to use part #64900552 for the mufflers and part #65100078 is for the slash end caps.

ANSWER: Please use the appropriate model muffler and end caps for the current year bike. (Screaming eagle package)

ADDENDUM ACKNOWLEDGEMENT

BY: _____
PRINT NAME

SIGNATURE

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

Peterson's Harley-Davidson of Miami

19400 NW 2nd Avenue

Miami, FL 33169

RFP No. 18-04-22

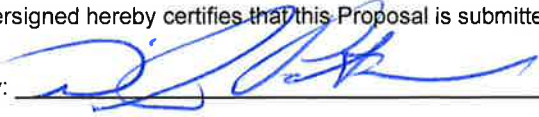
Request for Proposals

Police Motorcycle Lease

Wednesday, June 13, 2018 at 2:00 P.M. EST

PROPOSAL SIGNATURE FORM

**SECTION 4
SUBMITTAL FORM
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 18-04-22 (Pre-Tab1)**

PROPOSER'S NAME (Name of firm, entity, or organization): Peterson's Harley-Davidson of Miami, LLC	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 65-0418864	
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:	
Name: Dirk Peterson	Title: Owner
MAILING ADDRESS:	
Street Address: 19400 NW 2nd Avenue	
City, State, Zip: Miami, FL 33169	
TELEPHONE: (305) 651-4811	FAX: (305) 653-8006
PROPOSER'S ORGANIZATION STRUCTURE:	EMAIL dirk@miamiharley.com
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (explain):	
IF CORPORATION:	
Date Incorporated/Organized: 1954	
State of Incorporation/Organization: Florida	
States registered in as foreign Corporation: N/A	
PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION:	
Motorcycle Sales, Service, Parts, Motorclothes and Accessories	
LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:	
N/A	
PROPOSER'S AUTHORIZED SIGNATURE:	
The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.	
Signed by: 	Date: 6/11/18
Print name: Dirk Peterson	Title: Owner

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

(TAB 1)

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY (TAB 1)

Executive Summary

Peterson's Harley-Davidson of Miami is proposing to lease ten (10) Harley-Davidson FLHTP Touring Motorcycles to the City of Miramar's Police Department. With the customer in mind, Peterson's Harley-Davidson of Miami is here to serve you. In many aspects quantity has replaced quality but here at Peterson's we uphold old time values and pride in ownership which reflects in our customer service. Peterson's Harley-Davidson of Miami has continually been a recipient of the Bar & Shield National Award - multiple times for our outstanding performance in Sales and Service.

Peterson's Harley-Davidson of Miami provides lease fleets to various law enforcement agencies in Broward and Miami-Dade County and has been providing this service for over 25 years. Because we value the relationship with these agencies, our dedication to the highest level of customer service and safety is our number one priority. Our Service Department ranks in the top 1% nationwide.

By entrusting your partnership with Peterson's Harley-Davidson of Miami, the City of Miramar will continue to receive the highest quality of work as well as an outstanding customer service experience.

(TAB 2)

EXPERIENCE AND EXPERTISE

EXPERIENCE AND EXPERTISE (TAB 2)

Peterson's Harley-Davidson of Miami is a local family owned business that has been in operation since 1954. We currently have two stores located in Miami-Dade County that employ an average of 100 employees between the two stores. The North Store is currently located at 19400 NW 2nd Avenue, Miami, FL 33169 and has been at this location since 1995. This store location is responsible for all police leasing fleets where all repairs are conducted at this address.

Our Service Department has nine trained and certified technicians with an average tenure of eighteen years, several which are master level and are specialized in electrical, powertrain, chassis, damage repairs, and have earned the highest qualification available from Harley-Davidson University. In addition, all technicians attend a yearly educational program at Harley-Davidson University to learn the most up to date information and enhance their skills. The Following Service Department Staff are responsible for Miramar's Lease Fleets (resumes are attached):

- Stuart Lamont, Service Manager
- Lotte Barzola – Service Administrator
- Mark Correia – Service Writer
- Ricky Paranos – Master Technician
- Adam Mucci – Master Technician

2
EXPERIENCE AND EXPERTISE

Lotte Barzola – Warranty and Lease Administrator
Petersons' Harley-Davidson of Miami
June 2004 to Present

Summary Description

Responsible for administrative duties related to all Lease Departments. Submits, edits, and tracks all warranty related claims to Harley-Davidson and/or other Warranty entities.

Responsibilities

- Oversee billing and collections for all lease departments.
- Set up all work orders for leased units.
- Achieve and maintain a claim entry accuracy rate of 80% or better for the dealership
- Responsible for all administrative duties in relations to lease departments.
- Oversee/manage the warranty claims process within the dealership from initial customer contact through to claim reconciliation and customer satisfaction within the guidelines of the applicable warranty policy. This includes claim documentation, decision making as to claim eligibility, customer complaint resolution, proper parts retention, and overall follow through on all aspects of claim management.
- Be the single point of contact between the dealership and Harley-Davidson personnel for all issues related to warranty.
- Train other staff members on Harley-Davidson warranty policies, warranty definitions, and procedures.
- Be the key contact for ensuring customers are fully educated about Harley-Davidson warranty policy and that all customer issues are resolved satisfactorily.
- Maintain up-to-date knowledge of all Harley-Davidson warranty policies and procedures.
- Ensure that all eligible warranty claims are submitted electronically and in a timely manner.

Qualifications and Experience

- 12 years as Manager of the Rental Fleet consisting of thirty (30) units.
- Competent in claim creation using TALON Service Shop or Warranty Maintenance Module and/or H-Dnet Warranty Express and "add a claim" modules.
- Thorough knowledge and understanding of all Harley-Davidson warranty policies and recommended procedures.
- Expert on Harley-Davidson warranty policies and procedures.
- Excellent customer service and communications skills.
- Team player with leadership skills.
- Current, valid motorcycle license.

2
EXPERIENCE AND EXPERTISE

Stuart Lamont – Service Manager
Petersons' Harley-Davidson of Miami
April 2004 to Present

Summary Description

Manage employees and operations of the entire Service Department. Oversee and manage all service related procedures and processes for all Lease Departments ensuring the highest quality of work and customer service is received.

Responsibilities

- Provide prompt, dependable, high quality vehicle service to (internal & external) customers.
- Ensure service department contributes an acceptable level of gross \$ net profit.
- Maximize productivity levels of service technicians.
- Ensure service personnel are alert, well trained, and available when needed.
- Review work-in-progress to ensure quality and timeliness.
- Occasionally assist technicians when they are having difficulty performing service work.
- Make estimates for internal and wreck repairs.
- Establish procedures to initiate and forward all customers paid, warranty and internal repair orders.
- Develop procedures in conjunction with the Parts Manager that ensures a smooth flow of parts to Service Technicians during jobs.
- Become familiar and efficient with all phases of the computer system required for service and parts management.
- Ensure employees keep a clean, efficient, and orderly department.

Qualifications and Experience

- Twenty (20) years progressive experience within the service department of a motorcycle dealership.
- Knowledge and experience with Service of Harley-Davidson/Buell motorcycles, and all other products sold by the dealership.
- Experience with point-of-sale and parts & service management computer software.
- Current, valid motorcycle license.

2
EXPERIENCE AND EXPERTISE

Ricky Paranos – Master Service Technician
Petersons' Harley-Davidson of Miami
March 1989 to Present

Summary Description

Repair, customize, maintain, or overhaul all customer, city leased, and dealer owned motor vehicles as close to the allotted time schedule as possible with excellent quality.

Responsibilities

- Provide prompt, dependable, high quality, vehicle service to (internal & external) customers.
- Complete repair work within the scheduled or allotted time period whenever possible. Continually improve this "efficiency" skill.
- Maintain productivity (time spent working on billable jobs) as close to 100% as possible.
- Accept work assignments from Service Writer/Manager.
- Request parts for the job as early as possible when needs become known.
- Perform service, repair and customization work in accordance to factory specifications.
- Assist Service Writer, when requested, with writing up work orders, communication with customers, test riding, or any other issue which will help ensure customer satisfaction.
- Notify Service Writer/Manager of additional work needed or any delays in expected completion as soon as they become known so that customer may be contacted and notified of the delay.
- After job is finished ensure proper completion and filing of paperwork.
- Keep work areas clean and assist others with maintaining shop cleanliness.
- Maintain technical (PHD and other) qualification by completing any necessary training programs assigned by the Service Manager.

Qualifications and Experience

- Thirty (30) years as a certified Harley-Davidson Master Technician.
- Completion of a factory authorized training program such as MMI Service School or equivalent work experience.
- Current Motorcycle license.

2
EXPERIENCE AND EXPERTISE

Adam Mucci – Master Service Technician
Petersons' Harley-Davidson of Miami
September 2012 to Present

Summary Description

Repair, customize, maintain, or overhaul all customer, city leased, and dealer owned motor vehicles as close to the allotted time schedule as possible with excellent quality.

Responsibilities

- Provide prompt, dependable, high quality, vehicle service to (internal & external) customers.
- Complete repair work within the scheduled or allotted time period whenever possible. Continually improve this "efficiency" skill.
- Maintain productivity (time spent working on billable jobs) as close to 100% as possible.
- Accept work assignments from Service Writer/Manager.
- Request parts for the job as early as possible when needs become known.
- Perform service, repair and customization work in accordance to factory specifications.
- Assist Service Writer, when requested, with writing up work orders, communication with customers, test riding, or any other issue which will help ensure customer satisfaction.
- Notify Service Writer/Manager of additional work needed or any delays in expected completion as soon as they become known so that customer may be contacted and notified of the delay.
- After job is finished ensure proper completion and filing of paperwork.
- Keep work areas as clean as possible and assist others with maintaining shop cleanliness.
- Maintain technical (PHD and other) qualification by completing any necessary training programs assigned to you by the Service Manager.

Qualifications Experience

- Twenty (20) years as a certified Harley-Davidson Master Technician.
- Completion of a factory authorized training program such as MMI Service School or equivalent work experience.
- Current Motorcycle license.

2
EXPERIENCE AND EXPERTISE

Mark Correia – Service Writer
Petersons' Harley-Davidson of Miami
February 2007 to Present

Summary Description

Receive customer and city leased vehicles, write up concerns and service needs, schedules work, assigns jobs to service technicians, and communicates job status to customer.

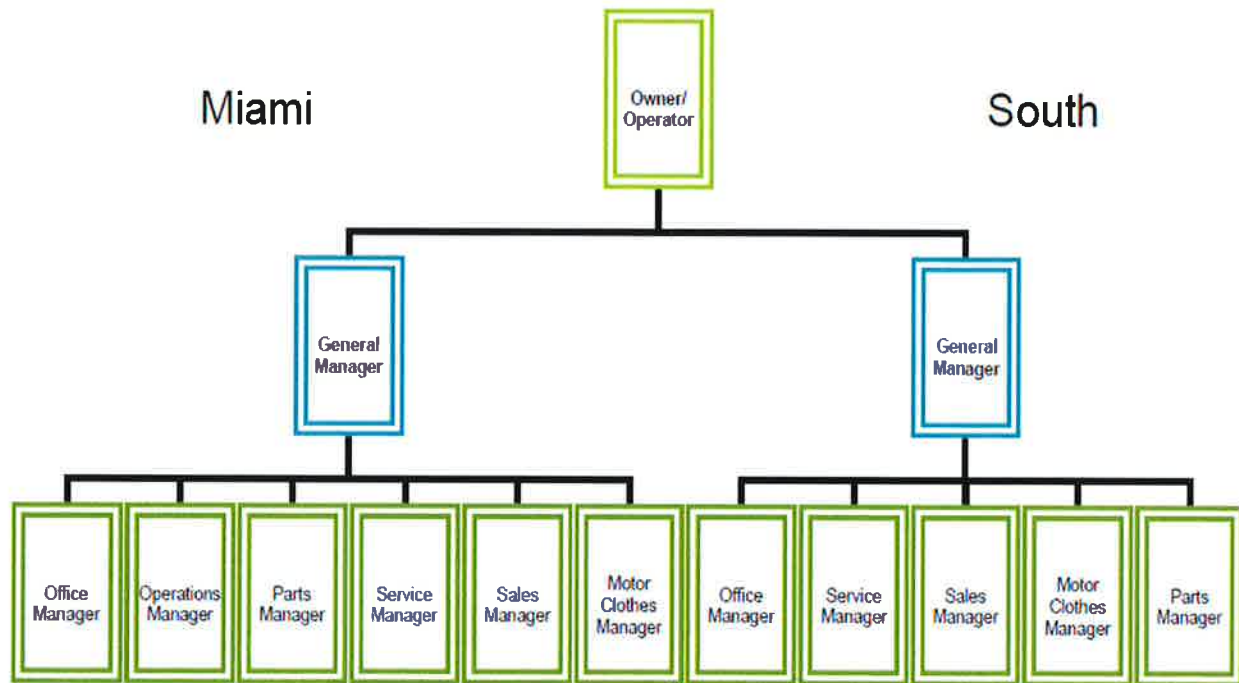
Responsibilities

- Assist Service department manager in maintaining a smooth running efficient service department with a high degree of customer satisfaction.
- Diagnose problems accurately, and clearly describe them on the repair order.
- Estimate costs and completion times at point of sale. Clearly communicate them to customer.
- Assign jobs to technicians based on skill level and current resource utilization.
- Review work-in-progress to ensure quality and timeliness.
- Occasionally assist technicians when they are having difficulty performing service work.
- Determine correct part numbers on repair orders and assist the parts department with picking and posting of parts before job starts.
- Perform cashier functions, as needed.
- Make estimates for internal and wreck repairs.
- Open & close all customer paid, warranty, and internal repair orders.
- Follow procedures for quick and efficient handling of warranty items, including and proper storage of these items.
- Become familiar and efficient with all phases of the computer system required for service and parts management

Qualifications and Experience

- Superior communication and customer service skills.
- Ability to get along with a broad customer base.
- Knowledge and experience with servicing Harley-Davidson/Buell motorcycles, and other products sold by the dealership, or the demonstrated ability to quickly learn them.
- Experience with point-of-sale and Parts and Service management computer software or the ability to quickly learn due to general knowledge and experience with computers.
- Current, valid motorcycle license.

2 EXPERIENCE AND EXPERTISE



(TAB 3)

RESOURCES AND METHODOLOGY

RESOURCES AND METHODOLOGY (TAB 3)

Peterson's Harley-Davidson employs only factory trained and certified Service Technicians in which several of them are already and will continue to be assigned to the City of Miramar. In addition to the factory recommended service intervals, Peterson's Harley-Davidson includes additional preventative maintenance to the fleet to ensure the safety of the officers.

We also provide loaner motorcycles while units are out of service. Servicing of fleet units is one of our top priorities as we make every effort to get the officers back on the road in a safe and timely manner.

(TAB 4)

**REFERENCES CHECKS
WITH OTHER CLIENTS**

REFERENCE CHECKS WITH OTHER CLIENTS (TAB 4)

Reference List

1. **Agency Name:** City of Coral Gables
 - a) Address: 2800 SW 72nd Avenue
 - b) City, State & Zip Code: Miami, FL 33155
 - c) Contact's name & Phone #: Vanessa Flores, 305-460-5104
 - d) Fax: 305-261-1601 Email: vlfores@coralgables.com

2. **Agency Name:** City of Doral
 - a) Address: 6100 NW 99th Avenue
 - b) City, State & Zip Code: Doral, FL 33178
 - c) Contact's name & Phone #: Lilianne Delgado, 305-593-6699
 - d) Fax: 305-406-6720 Email: lilianne.delgado@doralpd.com

3. **Agency Name:** City of Miami Beach
 - a) Address: 1700 Convention Center Drive
 - b) City, State & Zip Code: Miami Beach, FL 33139
 - c) Contact's name & Phone #: Joyce Dickerson, 305-673-7641
 - d) Fax: 305-673-7639 Email: joycedickerson@miamibeachfl.gov

4. **Agency Name:** City of Miami Springs
 - a) Address: 201 Westward Drive
 - b) City, State & Zip Code: Miami Springs, FL 33166
 - c) Contact's name & Phone #: Officer C. Shubert, 786-942-9128
 - d) Fax: 305-406-6720 Email: cshubert@mspd.us

5. **Agency Name:** City of Sweetwater
 - a) Address: 500 SW 109th Avenue
 - b) City, State & Zip Code: Sweetwater, FL 33174
 - c) Contact's name & Phone #: Officer Kevin Schwartz, 305-395-8828
 - d) Fax: 305-552-8052 Email: rschwartz@cityofsweetwater.fl.gov

REFERENCE QUESTIONNAIRE (Tab 4)

Reference for (Proposer's Name): PETERSON'S HARLEY DAVIDSON

Agency Giving Reference: M.D.A.D.

Contact Person Name: C. RUTLEDGE

Address: 9105 NW 25 ST


Telephone: 786 586 7972

E-Mail: _____

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	How would you rate the company's performance in responding to request for emergency repairs	✓	
2	How would you rate the experience of the firm's staff and the quality of the work?	✓	
3	How would you rate the service of the firm/dealership to resolve any problems during the contract term?	✓	
4	How would you rate your overall experience with the firm/dealership for the lease/purchase of motorcycles?	✓	
5	Would your agency lease/purchase from this firm/dealership again? (Circle One)	(YES) Satisfactory	NO/ Unsatisfactory

Additional Comments: AS A LEO - THAT ALWAYS HAVE HAD A GREAT REPORE
W/ THE LISTED COMPANY. I HAVE NO ISSUE(S) PERSONALLY OR PROFESSIONALLY.
#5 (N/A) CANT SPEAK OF THE DEPARTMENTAL PURCHASES.


 Signature

OFFICER
 Title

FAILURE TO COMPLETE AND RETURN THIS FOR
 MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

REFERENCE QUESTIONNAIRE (Tab 4)

Reference for (Proposer's Name): PETERSONS HD

Agency Giving Reference: MCPD Miami Gardens PD

Contact Person Name: Wm. BRADSHAW

Address: 18605 NW 27th Ave

Telephone: 305-478-6473

E-Mail: WILLIAM.BRADSHAW@MGPDFL.ORG

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	How would you rate the company's performance in responding to request for emergency repairs	YES	
2	How would you rate the experience of the firm's staff and the quality of the work?	YES	
3	How would you rate the service of the firm/dealership to resolve any problems during the contract term?	YES	
4	How would you rate your overall experience with the firm/dealership for the lease/purchase of motorcycles?	YES	
5	Would your agency lease/purchase from this firm/dealership again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: Very knowledgeable, service is top notch.

WS
Signature

officer
Title

**FAILURE TO COMPLETE AND RETURN THIS FOR
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

REFERENCE QUESTIONNAIRE (Tab 4)

Reference for (Proposer's Name): Petersons Harley

Agency Giving Reference: Miami Beach P.D

Contact Person Name: A. Descalzo

Address: 1100 Washington Ave

Telephone: (305) 673-7901

E-Mail: _____

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	How would you rate the company's performance in responding to request for emergency repairs	✓	
2	How would you rate the experience of the firm's staff and the quality of the work?	✓	
3	How would you rate the service of the firm/dealership to resolve any problems during the contract term?	✓	
4	How would you rate your overall experience with the firm/dealership for the lease/purchase of motorcycles?	✓	
5	Would your agency lease/purchase from this firm/dealership again? (Circle One)	YES/✓ Satisfactory	NO/ Unsatisfactory

Additional Comments: People in service are great. Sometimes work takes a while depending on bikes being serviced
Overall good dealership and employees

[Signature]
Signature

L.E.P
Title

FAILURE TO COMPLETE AND RETURN THIS FOR
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"


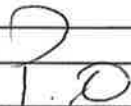
REFERENCE QUESTIONNAIRE (Tab 4)

Reference for (Proposer's Name): D. Jeanite
 Agency Giving Reference: North Miami PD
 Contact Person Name: R. DEJESUS
 Address: 700 NE 124th St
 Telephone: 305 891-0294
 E-Mail: Djeanite@northmiamipolice.com

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	How would you rate the company's performance in responding to request for emergency repairs	✓	
2	How would you rate the experience of the firm's staff and the quality of the work?	✓	
3	How would you rate the service of the firm/dealership to resolve any problems during the contract term?	✓	
4	How would you rate your overall experience with the firm/dealership for the lease/purchase of motorcycles?	✓	
5	Would your agency lease/purchase from this firm/dealership again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: _____

 Signature Title

**FAILURE TO COMPLETE AND RETURN THIS FOR
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

REFERENCE QUESTIONNAIRE (Tab 4)

Reference for (Proposer's Name): Peterson's Harley-Davidson of Miami

Agency Giving Reference: Sweetwater Police Department

Contact Person Name: Off. Rodney Schwartz

Address: 500 SW 109 Ave Sweetwater, FL 33174

Telephone: (305) 552-9900

E-Mail: rschwartz@cityofsweetwater.fl.gov

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	How would you rate the company's performance in responding to request for emergency repairs	✓	
2	How would you rate the experience of the firm's staff and the quality of the work?	✓	
3	How would you rate the service of the firm/dealership to resolve any problems during the contract term?	✓	
4	How would you rate your overall experience with the firm/dealership for the lease/purchase of motorcycles?	✓	
5	Would your agency lease/purchase from this firm/dealership again? (Circle One)	<u>(YES)</u> 100% Satisfactory	NO/ Unsatisfactory

Additional Comments: Dick, Stuart, Emily and the entire staff are always friendly and incredibly helpful. Always there to help. We will always be grateful for all they have done for us.

[Signature] Signature Off. Rodney Schwartz Title

FAILURE TO COMPLETE AND RETURN THIS FOR
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

REFERENCE QUESTIONNAIRE (Tab 4)

Reference for (Proposer's Name): H-D of Miami
 Agency Giving Reference: Sweetwater Police Department
 Contact Person Name: Off. Rodney Schwartz
 Address: 500 SW 109 Ave Sweetwater, FL 33174
 Telephone: (305) 552-9900
 E-Mail: rschwartz@cityofsweetwater.fl.gov

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	How would you rate the company's performance in responding to request for emergency repairs	✓	
2	How would you rate the experience of the firm's staff and the quality of the work?	✓	
3	How would you rate the service of the firm/dealership to resolve any problems during the contract term?	✓	
4	How would you rate your overall experience with the firm/dealership for the lease/purchase of motorcycles?	✓	
5	Would your agency lease/purchase from this firm/dealership again? (Circle One)	<div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;">YES</div> 100% Satisfactory	NO/ Unsatisfactory

Additional Comments: Dink, Stuart, Emily and the entire staff are always friendly and incredibly helpful. Always there to help. We will always be grateful for all they have done for us.

Signature _____

Off. Rodney Schwartz
 Title

FAILURE TO COMPLETE AND RETURN THIS FOR
 MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

(TAB 5)

**PROPOSER BACKGROUND
INFORMATION**

PROPOSER INFORMATION FORM (Tab 5)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? 64 years
- (2) State of Florida occupational license type and number: Motor Vehicle Retail Seller: MV0900886
- (3) County (state county) Business Tax Receipt type and number: Retail: 85183 Service: 1925750
- (4) City of Miramar Business Tax Receipt type and number: N/A

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE
NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY
OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing Services and or commodities for similar (government) organizations:

Peterson's Harley-Davidson of Miami, LLC provides lease fleet motor units to ten (10) other organizations and has been providing this service for over 25 years. We have eight (8) factory trained service technicians available for repairs and maintenance for leased police bikes along with three (3) service writers, available six (6) days per week, and one (1) dedicated police fleet service supervisor. We also provide a pool of universal spares available for use during motor unit servicing.

- (6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?

_____ yes _____ X _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

183

BUSINESS NAME/LOCATIONPETERSONS HARLEY DAVIDSON OF MIAMI
19400 NW 2 AVE
MIAMI GARDENS FL 33169**RECEIPT NO.****RENEWAL**
1925750**LBT****EXPIRES****SEPTEMBER 30, 2018**Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10**OWNER**

PETERSONS HARLEY DAVIDSON OF

SEC. TYPE OF BUSINESS

213 SERVICE BUSINESS

**PAYMENT RECEIVED
BY TAX COLLECTOR**\$76.50 07/20/2017
FPPU13-17-015139

Employee(s) 17

Not a Contractor Receipt

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

000073

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

85183

BUSINESS NAME/LOCATIONPETERSONS HARLEY DAVIDSON OF MIAMI
19400 NW 2 AVE
MIAMI GARDENS FL 33169**RECEIPT NO.****RENEWAL**
85183**LBT****EXPIRES****SEPTEMBER 30, 2018**Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10**OWNER**

PETERSONS HARLEY DAVIDSON OF

SEC. TYPE OF BUSINESS

214 RETAIL SALES

**PAYMENT RECEIVED
BY TAX COLLECTOR**\$85.50 07/20/2017
FPPU13-17-015139

Employee(s) 19

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



THE LICENSEE IDENTIFIED BELOW IS AUTHORIZED TO CONDUCT BUSINESS AS INDICATED BY THE LICENSE TYPE.

LICENSE TYPE: Motor Vehicle Retail Installment Seller

LICENSE NAME: PETERSONS HARLEY DAVIDSON OF MIAMI LC

DBA NAME:

ORIGINAL DATE OF LICENSE: 2/17/1994

LICENSE NUMBER: MV0900886

LICENSE EXPIRATION DATE: 12/31/2018

LICENSE MAIN ADDRESS:

STREET: 19400 N W 2 AVE

CITY: MIAMI

STATE: FL

ZIP CODE: 33169

LICENSE CERTIFICATE

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND
MOTOR VEHICLES
DIVISION OF MOTORIST SERVICES

PETERSON'S HARLEY DAVIDSON OF MIAMI, LLC
19400 NW 2ND AVE
MIAMI, FL 33169

License

FOR A DEALER IN FRANCHISED
MOTOR VEHICLES

LICENSE NUMBER
VF/1002228/1

PRIMARY LOT

EFFECTIVE DATE

11/18/2016

EXPIRATION DATE

12/31/2018

THIS CERTIFIES, THAT

PETERSON'S HARLEY DAVIDSON OF MIAMI, LLC

AT 19400 NW 2ND AVE
MIAMI, FL 33169

IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

320.27, FLORIDA STATUTES TO CONDUCT AND CARRY ON BUSINESS AS
A DEALER IN FRANCHISED MOTOR VEHICLES AT THE ABOVE DESCRIBED
LOCATION

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.

Julie W. Gentry

BUREAU CHIEF



Robert R. Kynoch

DIRECTOR

HSMV 84103 (REV. 2/11)S

STATE OF FLORIDA

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(TAB 6)

EXCEPTIONS AND DEVIATIONS

Exceptions and Deviations Form (Tab 6)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. **Exceptions must be fully explained using a chart in the form of the chart set forth on the bottom portion of this page.**

Please note that the City is not obligated to accept any exceptions and deviations provided in a proposal. Exceptions and deviations provided in a proposal **must not affect the pricing provided on the Cost Proposal Sheet.** Exceptions and deviations must be stated in the Proposal for consideration. The City reserves the right to, in its sole discretion, reject any or all exceptions and deviations taken to this RFP and any Proposal for noncompliance with one or more of the RFP requirements. See also Section 1-14, *Exceptions to the Solicitation*

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION
	N/A	



Proposer's Signature

**FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

(TAB 7)

**OTHER REQUIRED FORMS
AND ATTACHMENTS**

OTHER REQUIRED FORMS AND ATTACHMENTS (TAB 7)



**LEASE AGREEMENT
BETWEEN THE CITY OF MIRAMAR
AND PETERSON'S HARLEY-DAVIDSON OF MIAMI, LLC
FOR HARLEY-DAVIDSON POLICE MOTORCYCLES**

This Agreement made and entered into between Peterson's Harley-Davidson of Miami, LLC, designated as the Lessor, and the City of Miramar, designated as the Lessee, made this _____ day of _____, 20____ for the purpose of leasing Ten (10) Black Harley-Davidson Police motorcycles under the following terms and conditions:

- 1) **EQUIPMENT:** 2019 black FLHTP Harley-Davidson Police solo motorcycle with the complete description provided on specification sheet attached hereto as Exhibit 1.
- 2) **AGREEMENT TERM:** The term of this Agreement shall commence on the date of delivery of the aforesaid police motorcycles and continue thereafter for a period of twenty-four (24) months. At the end of the Agreement term, Lessee shall have the option to return the 2019 models and acquire the 2021 models. The same terms and conditions may or may not be sustained as set forth herein. If Lessee decides not to retain the motorcycles, they must be returned to Peterson's Harley-Davidson of Miami, L.L.C. Motorcycles leased under this Agreement are to be used for police and related activities: off-duty details, funeral escorts and parades only. Any other use shall require the prior written consent of Lessor.

By mutual agreement of the parties, Lessee may extend the term of this Agreement for up to ninety (90) calendar days beyond the expiration of the term, if needed, while a new agreement is being negotiated. If this right is exercised, Lessee shall notify Lessor, in writing, and prior to the expiration of the term, of its intent to extend the Agreement beyond the term for a specific number of days, subject to the same terms and conditions set forth in this Agreement. If Lessee keeps possession of the motorcycles past the expiration of this Agreement, the Lessee shall continue to pay the monthly payments as specified in this Agreement. The Lessee shall also pay the Lessor any damages, which the Lessor may be due, because the Lessee failed to return the motorcycles at the expiration of this Agreement, unless such arrangement was mutually agreed upon prior to the expiration of this Agreement.

OTHER REQUIRED FORMS AND ATTACHMENTS (TAB 7)

- 3) **PAYMENT PERIOD:** Lessee shall pay monthly payments in the amount of \$750.00 for each motorcycle. Payments include the cost of equipment, payment of interest, maintenance and administrative costs, less the residual value of the motorcycle. Lease of motorcycles will be billed around the 5th day of each month and payable within 30 days of the date billed during the term of this lease.
- 4) **INSURANCE:** At its own expense, the lessee shall carry casualty insurance in the amount of \$2,000,000 with respect to the motorcycle and shall carry Public Liability and Property Damage Insurance sufficient to protect the actual cash value of the equipment and to protect the Lessor from liability in all events. The Lessee shall carry Worker's Compensation covering all its employees working on, in, or about the motorcycle. The Lessee shall furnish to the Lessor certificates or other satisfactory evidence of all insurance coverage described above as required by the terms and conditions of this Agreement. The Lessor shall be named as additional insured and loss payee.
- 5) **HOLD HARMLESS INDEMNIFICATION BETWEEN PARTIES:** Subject to the provisions and monetary limitations of Section 768.28 (5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the Lessee shall and does hereby indemnify and save the Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery and/or return of the motorcycle including, but not limited to injuries causing personal injury, property damage and/or death, except for damages resulting from a design fault in the product, but shall be credited with any amounts received by the Lessee with respect thereto from liability insurance by the Lessee. The indemnification shall include all costs and expenses including Attorney's fees incurred by the Lessor in connection with any suits or actions resulting from and special liability. Nothing contained herein is intended nor shall be construed to waive Lessee's right and immunities under common law and Section 768.28, Florida Statutes.
- 6) **LIENS:** The Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, and encumbrance or claim on or with respect to the motorcycle, except with respect to the respective rights of the Lessor as herein provided. Lessee shall promptly, as its own expense, take such actions as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time due to the Lessee's action or inaction.
- 7) **TAXES AND FEES:** The Lessee shall pay any necessary taxes or fees, including but not limited to Sales and Use Tax, Excise Tax, Personal Property Tax, assessments, penalties, licenses, fees, registration fees, freight and transportation charges, permits and any similar charges imposed on the ownership, possession or use of the motorcycle during the term of the Agreement. Both parties recognize that the Lessee is tax exempt under Florida Law.
- 8) **CARE AND USE OF EQUIPMENT:** The Lessor agrees to maintain the motorcycle pursuant to the manufacturer's standard preventative maintenance plan and/or

OTHER REQUIRED FORMS AND ATTACHMENTS (TAB 7)

recommendation, pursuant to the provisions set forth in Paragraph 13 below. All repairs shall be made at Peterson's Harley-Davidson of Miami LLC., located at 19400 NW 2nd Ave., Miami, FL 33169. The Lessee, at its own cost and expense, shall ensure delivery of the Motorcycle to Peterson's Harley-Davidson of Miami LLC., located at 19400 NW 2nd Ave., Miami, FL 33169, at regular intervals set up by the Lessor in accordance with the service schedule attached hereto as Exhibit 2. The Lessee shall protect the motorcycle from deterioration other than normal wear and tear, shall use the motorcycle for police related activities only, without abuse, and shall not make modifications, alterations or additions to the motorcycle (other than normal operating accessories or controls) without written consent of the Lessor, which shall not be unreasonably withheld. The Lessor shall have the right, during regular business hours to enter upon the premises where the motorcycle is located in order to inspect, observe or otherwise protect the Lessor's interest and the Lessee shall afford them the opportunity to do so.

- 9) **DAMAGE OR DETERIORATION OF MOTORCYCLES:** In the event the motorcycle is damaged due to the actions of the Lessee or its employees prior to the end of this Agreement, the Lessee will promptly have the motorcycle repaired and restored to its original condition and working order. Any damage done to lease motorcycles during the officers' training will be repaired as soon as the training is completed at Lessee's expense. This includes damage done to engine, transmission, brakes, paint, and body parts. All repairs must be done at the Lessor's repair facility located at 19400 NW 2nd Ave., Miami, FL 33169. In case of theft or total loss of the motorcycle, the replacement value shall be \$23,000.00 minus 2% for each month the agreement is in effect.
- 10) **SELECTION OR RIDER:** The Lessor reserves the right to reject any rider of his motorcycle so as to be assured that proper handling and care is exercised.
- 11) **RIDER RESPONSIBILITY AND PRIVILEGES:** The rider will be responsible for keeping the motorcycle clean and is required to report any defects or abnormalities. The rider shall be allowed to use the motorcycle to go back and forth to work provided that it is fully insured at all times by the Lessee and the distance is no more than thirty (30) miles each way per motorcycle during the lease period. For each mile driven per motorcycle over 20,000 total miles during the lease period, there shall be a 15 cents per mile charge.
- 12) **EVENTS OF DEFAULT AND REMEDIES:** Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default:
- a) Lessee shall fail to make any periodic payment, or to pay any other payments required to be paid hereunder, or
 - b) Lessee shall fail to keep any such other term, covenant or condition contained herein.

Upon the occurrence of an event of default as specified above, and upon the failure of Lessee to remedy such event of default with all reasonable dispatch within a period of thirty (30) days, Lessor or its assigns shall have the right, at its option without any demand or notice, to pursue any of the following remedies:

OTHER REQUIRED FORMS AND ATTACHMENTS (TAB 7)

- a) By written notice to Lessee, declare an amount equal to all payments due during the Agreement term to be immediately due and payable as liquidated damages and not as a penalty, whereupon the same shall become immediately due and payable.
- b) Re-enter and take possession of the equipment, enforce this Agreement or terminate the Agreement, and repossess the equipment and sell or lease the equipment for the account of the Lessee, holding Lessee liable for all payments up to the effective date of such leasing or selling and for the difference in the purchase price, rental and other amounts paid by the Lessee or purchaser pursuant to such lease or sale and the amounts payable by Lessee hereunder, and
- c) Any action at law or in equity as may appear necessary to collect the payments then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement upon failure to comply with any term, covenant or condition contained herein.

13) MAINTENANCE AND EQUIPMENT: Lessor shall provide full maintenance for the motorcycle at no cost to the Lessee. Maintenance will include regular scheduled services as recommended by the factory in accordance with the service schedule attached hereto as Exhibit 2, including parts and labor for repair and/or replacement of tires, brakes and clutches. Transfer of any department owned equipment, such as radars, radios, set-com, moto-lights, and cameras will also be installed at no charge to the Lessee. Parts and labor required as a result of physical damages will not be considered maintenance and will be the responsibility of the Lessee. The Lessor shall not supply Lessee with gasoline or radios. All maintenance shall be done at Peterson's Harley-Davidson, located at 19400 NW 2nd Ave., Miami, FL 33169.

The Harley-Davidson Motor Company warranty on the leased motorcycles is for a period of twenty-four (24) months coinciding with the lease term agreed upon between the parties. In the event the Lessee retains the motorcycles at the conclusion of the twenty-four (24) month lease, the Lessee shall be responsible for the cost of maintenance, labor, and parts incurred subsequent to the expiration of the twenty-four (24) month lease.

14) SUBLEASE OR ASSIGNMENT: Neither the Lessor, nor the Lessee may assign this lease. Neither the Lessor nor the Lessee may affect the subleasing of the motorcycle.

15) TERMINATION: Either party may at any time during the term hereof, upon thirty (30) days written notice to the other party, terminate this Agreement with or without cause. Lessor shall be entitled to lease payments due or incurred to the date of such termination.

16) ENTIRE AGREEMENT; AMENDMENTS: This Agreement constitutes the entire agreement between Lessor and Lessee, and all negotiations and oral understandings are merged herein. No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement and signed by each Party.

OTHER REQUIRED FORMS AND ATTACHMENTS (TAB 7)

- 17) **CONSENT TO JURISDICTION:** The Parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.
- 18) **GOVERNING LAW:** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.
- 19) **HEADINGS:** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 20) **SEVERABILITY:** If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 21) **WAIVER:** The waiver by either Party of any failure on the part of the other Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.
- 22) **COSTS AND ATTORNEY'S FEES:** If either Lessor or Lessee are required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing Party shall be entitled to recover from the other Party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

City:

Peterson's Harley-Davidson of Miami, LLC:

Signature of Authorized Representative



Signature of Authorized Representative

Name & Title

Dirk Peterson, Owner

(TAB 8)

COST PROPOSAL

PRICE PROPOSAL SHEET (Tab 8)

COST OR PRICING DATA FOR PRICE PROPOSAL

Proposers shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Proposal, reflecting Cost Realism, including all information other than Cost and Pricing Data, and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts, that as of the date of submission of the Proposal, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Proposer's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) "Cost Realism" shall mean that the costs in Proposer's Proposal: (1) are realistic for the Services to be provided; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the Proposer's Proposal.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any fee or profit applicable.

PRICE PROPOSAL SHEET (Tab 8) (CONT.)

1. Motorcycles

Two (2) Year Lease Harley Davidson FLHTP Police Motorcycles "Or Equal" outfitted in accordance with the requirements specified herein	Quantity	Unit Price Per Month	Months	PROPOSED COST
Year/MFG. <u>2019</u>				
Model # <u>FLHTP</u>	10	\$ <u>750.00</u>	24	\$ <u>180,000.00</u>

2. Labor Rates for Repairs outside of Warranty

NOTE: Total work hours provided below (100) are based on approximate estimated hours to be worked on 10 motorcycles during the lease term. The City does not guarantee the total work hours during the term of the lease and can be more or less than the amount below.

Description	Proposed Hourly Rate	Estimated total work Hours during lease term	PROPOSED LABOR COST
Labor Rate I	\$ <u>110.00</u>	100	\$ <u>11,000.00</u>
Labor Rate II (Overtime)	\$ <u>110.00</u>	100	\$ <u>11,000.00</u>

3. Additional Costs

Please provide additional fees to be charged during the term of the lease not included in items 1 and 2 above. (Please add additional lines if necessary)

Description	Quantity	Price Per Month	Months	PROPOSED FEE
None				

PRICE PROPOSAL SHEET (Tab 8) (CONT.)

TOTAL PROPOSED COST:

**MOTORCYCLE LEASE (Item 1) + Proposed Labor Cost (Item 2) + Additional Fees/Charges
(item 3)**

\$ 180,000.00 + \$11,000.00
(Figures)

TOTAL PROPOSED: (Items 1 through 3)

One Hundred and Ninety-One Thousand Dollars and Zero Cents
(Written Amount)

**TOTAL AMOUNT FOR SECTION 1 THROUGH 3 OF THE PRICE PROPOSAL SHEET SHALL
BE SHOWN ABOVE IN BOTH FIGURES AND WORDS. IN CASE OF DESCREPARNCIES, THE
AMOUNT SHOWN IN WORDS SHALL GOVERN.**

4. PARTS DISCOUNT OFF MSRP 10 %

Taxpayer Identification Number (TIN) 65-0418864

PROPOSER: Peterson's Harley-Davidson of Miami
(Company Name)


(Signature)

Dirk Peterson, Owner
(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR RESPONSE "NON-RESPONSIVE"**

(TAB 9)

ADDENDA



Date of Issuance: June 4, 2018

City of Miramar
Procurement Department

ADDENDUM No. 1
For
RFP No. 18-04-22
Police Motorcycle Lease

Proposers are hereby notified that this Addendum No.1 shall be attached to and made part of the above named Request for Proposal ("RFP") issued on May 16, 2018

This Addendum No. 1 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 1 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

The Proposer shall acknowledge receipt of this **Addendum No. 1** by including a signed copy of this form in each Proposal.

This addendum consists of (2) pages.

QUESTIONS AND ANSWERS:

1. What is the average miles per year your units ride?

ANSWER: 1500-5000

2. Does the city own its equipment boxes? If not, you need to add part # 54180-10

ANSWER: The City does not own its equipment boxes. The City will need Harley Equipment box with lighting and back up battery system and Public Address System (PA).

3. Does the City have lights for their boxes? if not please advise what lights and how many

ANSWER: The City does not have lights for the boxes. The City owns the light bars, front and rear MOTO lights, and three sets of box lights.

4. Muffler part #80721-09 is for 2016 and older bikes do you want to use part #64900552 for the mufflers and part #65100078 is for the slash end caps.

ANSWER: Please use the appropriate model muffler and end caps for the current year bike. (Screaming eagle package)

ADDENDUM ACKNOWLEDGEMENT

BY: Dirk Peterson
PRINT NAME


SIGNATURE

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

(TAB 10)
AFFIDAVITS
AND
ACKNOWLEDGEMENTS

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Tab 10b)

Please list all Subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SBE Firms. Please specify the category for each Subcontractor or supplier.

Company Name: N/A

Address:

City, State, & Zip Code:

Local Business CBE Firm SBE Firm

Company Name:

Address:

City, State, & Zip Code:

Local Business CBE Firm SBE Firm

**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND
SUPPLIERS (CONTINUED) (Tab 10b)**

Company Name: N/A

Address:

City, State, & Zip Code:

Local Business CBE Firm SBE Firm

Company Name:

Address:

City, State, & Zip Code:

Local Business CBE Firm SBE Firm

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10c)

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Vendor's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR
PROPOSAL "NON-RESPONSIVE"**

ANTI-KICKBACK AFFIDAVIT (Tab 10d)

STATE OF FLORIDA }
 }
COUNTY OF BROWARD } ss:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and Peterson's Harley-Davidson of Miramar or its Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
Title: Owner

Sworn and subscribed before this

11 day of May, 2018.


Notary Public
State of Florida at Large

My commission expires: 5/3/20



**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

NON-COLLUSIVE AFFIDAVIT (Tab 10e)

State of)
) ss:
County of)

I, Dirk Peterson, the undersigned authority, being first duly sworn, deposes and says that:

a) He/she is the (Owner, Partner, Officer, Representative or Agent) of Peterson's Harley-Davidson of Miami, LLC, the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Service; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Services;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10e)

Signed, sealed and delivered
in the presence of:



Witness



Witness

By: 

Dirk Peterson
(Printed Name)

Owner
(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10e)

ACKNOWLEDGMENT

State of)

) ss:

County of)

BEFORE ME, the undersigned authority, personally appeared Dirk Peterson, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this 11 day of May, 2018.

Emily Wardell

Notary Public
State of Florida at Large

My commission expires: 5/3/20



**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

NON-DISCRIMINATION AFFIDAVIT (Tab 10f)

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: 

Title: Owner

Sworn and subscribed before this

11 day of May, 2018.



Notary Public

State of Florida at Large

My commission expires: 5/31/20



**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

BUSINESS/VENDOR PROFILE SURVEY (Tab 10g)

Name of Business: Peterson's Harley-Davidson of Miami, LLC

Address: 19400 NW 2nd Avenue, Miami, FL 33169

Phone No.: 305-651-4811

Contact Person (Regarding This Form): Dirk Peterson

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☒ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES _____ NO X

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming local Business Preference YES _____ NO X
(Choose below as applicable)

- ☐ A **Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Proof of Miramar residents employed will be required prior to AWARD.
- ☐ Business is domiciled within the City of Miramar city limits, complies with all City of Miramar licensing requirements and is current on all taxes.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**