

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New     OTR     Sole Source     Bid Waiver     Emergency     Re-Bid

Previous Contract/Project No: 5206-4/14-5

LIVING WAGE APPLIES: No

Requisition No./Project No.: RQPD1400008 TERM OF CONTRACT: 5 Years

Requisition /Project Title: Police Solo Motorcycles

Description: The purpose of this solicitation is to establish a contract for the purchase of Police Solo Motorcycles in conjunction with the County's needs on an as-needed when-needed basis.

Issuing Department: Miami-Dade Police Department

<u>User Department</u>	<u>5 Year Term</u>	<u>Funding Source</u>
MDPD	\$1,250,000.00	General Funds

Contact Person: Tracey Jones    Phone: 305-375-4803    Estimate Cost: \$1,250,000.00

**ANALYSIS**

<u>Commodity Codes: 070-12</u>			
Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.			
	<u>5206-4/14-5</u>	<u>5206-4/14-4</u>	<u>5206-4/14-3</u>
<b>Contractor:</b>	Peterson's Harley Davisons of Miami LLC	Peterson's Harley Davisons of Miami LLC	Peterson's Harley Davisons of Miami LLC
<b>Small Business Enterprise:</b>	<ul style="list-style-type: none"> <li>• Bid Preference, SBE 10%</li> <li>• SBE MICRO</li> </ul>	<ul style="list-style-type: none"> <li>• Bid Preference, SBE 10%</li> <li>• SBE MICRO</li> </ul>	<ul style="list-style-type: none"> <li>• Bid Preference, SBE 10%</li> <li>• SBE MICRO</li> </ul>
<b>Contract Value:</b>	\$404,000.00	\$141,000.00	\$141,000.00
<b>Comments:</b>			
Continued on another page (s):			

**RECOMMENDATIONS**

SBE	Set-aside	Sub-contractor goal	Bid preference	Selection factor

Basis of recommendation:

Signed: Tracey Jones	Date sent to DBD: 4/1/2014
	Date returned to DPM:

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2014 APR -2 PM 4:38

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

The purpose of this solicitation is to establish a contract for the purchase of Police Solo Motorcycles in conjunction with the County's needs on an as-needed when-needed basis.

**2.2 TERM OF CONTRACT: FIVE (5) YEARS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the five (5) year period.

**2.3 OPTION TO RENEW**

INENTIONALLY OMITTED

**2.4 METHOD OF AWARD: LIFE CYCLE COSTING**

Award of this contract shall made to the responsive, responsible Bidder, who offers the lowest price, for either Method A or Method B, as may be deemed in the best interest of the County. **Method A** is a direct purchase price. **Method B** is a Life Cycle Cost, which consists of the Direct Purchase Price and a deduction of the average Guaranteed Buyback Price.

If award Method A is selected, the award shall made to the responsive responsible Bidder, who offers the lowest price to the County, exclusive of the options.

If award Method B is selected, the award shall made to the responsive, responsible Bidder, who offers the lowest Life Cycle Cost, exclusive of the options.

**2.5 PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT:**

If the Bidder is awarded a contract under this solicitation, the prices proposed by the Bidder shall remain fixed and firm for the term of the contract

**2.6 METHOD OF PAYMENT**

Please refer to general invoice requirement set forth in Section 1.34 and below, in Section 2, Paragraph 2.9.17.

**2.7 SPECIAL CONDITIONS FOR BIDDING MOBILE EQUIPMENT****BIDDING EQUAL PRODUCTS, NO SUBSTITUTION COMPONENTS, MANUFACTURER'S CATALOGUES, BROCHURES AND PRODUCT DEMONSTRATIONS:**

2.9.1 The use of a manufacturer's name, brand name and/or model number within this solicitation is for the sole purpose of establishing minimum requirements of levels of quality, standards of

performance and design. These references are in no way intended to prohibit the offer of other manufacturer's brands of equal material, quality, design and standards of performance, unless the wording NO SUBSTITUTION is used. When an equal product is offered, the awarded Bidder may be required to furnish the factory information sheets (specifications, brochures, etc.) that show the product meets the required specifications. If required, the Bidder shall given ten (10) calendar days to submit the information to the County during the bid evaluation period. Failure to meet this requirement may result in that bid being rejected. The County shall be sole judge of equality or similarity and its decision shall be final.

- 2.9.2 When NO SUBSTITUTION is used in combination with a manufacturer's name, brand name and/or model number, that named item is the only item that shall accepted by the County.
- 2.9.3 Manufacturer's standard information sheets, catalogues, brochures and all supporting documentation submitted must show the product meets the required specifications. Bids that are submitted with standard product literature which offer technical data or product descriptions indicating the item or product does not meet the required specifications must be accompanied by a letter on the awarded Bidder's company letterhead identifying those differences and describing how compliance with the required specifications is to be accomplished. Failure to comply with this requirement may result in the rejection of that offer for failure to meet the required specifications.

Photographs and picture illustrations that are part of standard product literature will not be used in determining product compliance with the technical specifications set forth in this solicitation.

- 2.9.4 After the offers have been evaluated by the County, the Bidder who is the apparent awardee pursuant to Section 2.6 of this solicitation, may be required to demonstrate the equipment which has been proposed for evaluation by, and at no cost to, the County. Should the equipment bid be a custom fabrication or one time build item, the County, at it's discretion, may accept a demonstration of similar equipment manufactured by the awarded Bidder. The purpose of the demonstration is to observe the equipment in an operating environment and verify its capability, suitability, and adaptability in conformance with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the awarded Bidder of such in writing and will specify the date, time and location of the demonstration. If the awarded Bidder fails to perform the demonstration on the date stipulated in the notice, the County may elect to reject the offer or to re-schedule the demonstration, whichever course is determined by the County to be in the County's best interest. The County shall be the sole judge of the acceptability of the equipment in conformance with this solicitation and its decision shall be final. Regardless of the unit demonstrated the final delivered product must conform fully to all solicitation requirements.
- 2.9.5 The equipment used for the demonstration shall the same as the manufacturer's model identified in the awarded Bidder's offer and meet all specification requirements unless similar equipment is accepted for demonstration purposes as cited above. When similar equipment is not accepted for demonstration the equipment used in the demonstration shall create an express warranty that the actual equipment provided by the awarded Bidder during the contract period shall conform to the equipment used in the demonstration. Should that equipment be new, not previously demonstrated and conform with all technical specifications and requirements, the County reserves

the right to purchase that equipment upon successful completion of the demonstration and approval of the Board of County Commissioners, if applicable.

#### EQUIPMENT FURNISHED

- 2.9.6 The equipment furnished by the awarded Bidder shall be new and the most recent model available. Demonstrators are not acceptable. Any optional components that are required in accordance with the work tasks described in these technical specifications or within this solicitation shall be considered standard equipment for the purposes of this solicitation. Any optional components that are recommended by the vehicles' manufacturer for the application intended must be included and shall be considered standard equipment for the purposes of this solicitation. The application and usage of all components, sub-components or parts must be in accordance with their manufacturers' recommendations as well as the recommendations of all associated component manufacturers. Omission of any essential detail from these specifications does not relieve the awarded Bidder from furnishing a complete and ready to work unit. The silence of specifications on any point shall mean that only the finest commercial practices of the industry shall apply and all interpretations of the technical specifications shall be so governed. The unit shall conform to all applicable OSHA, State and Federal and ANSI requirements and standards, and DOT regulations. All components and included craftsmanship are to be in accordance with current SAE standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with or exceeding the best industry standards.
- 2.9.7 The equipment and features required are listed in this solicitation. During the full term of the contract (to include any option to renew periods), the County may, after delivery and acceptance of the initial equipment order, make changes to the required equipment or equipment options supplied provided; such changes are mutually agreed between the awarded Bidder and the County, and, all changes in per unit pricing are no more than the actual change in per unit cost that is documented by the awarded Bidder, and, that the net amount of any such changes is no more than five percent of the per unit price originally submitted. Solicitations requiring a pre-construction conference, or, the construction and approval of a prototype unit, shall be considered in satisfaction of the initial equipment order provision of this paragraph.

#### AWARDED BIDDER STATUS

- 2.9.8 Offers will not be accepted for evaluations which are submitted from sources other than the vehicle's manufacturer or fabricator, or, an approved dealer thereof. The County may require the awarded Bidder to furnish authenticating documentation of such status. At such time the awarded Bidder shall be given fifteen (15) calendar days to submit the information. Failure to meet this requirement may result in that offer being rejected.
- 2.9.9 When the Bidder is the equipment's manufacturer or fabricator, an approved service facility capable of performing warranty repairs and supplying needed parts must be located in Miami-Dade or Broward County. The service facility shall be subject to the approval of the County.

When the Bidder is an approved dealer of the manufacturer or fabricator, not located in Miami-Dade or Broward County, they must provide proof of having a mutual agreement with a certified

dealer or service facility of the same manufacturer or fabricator located in Miami-Dade or Broward County, capable of delivering and supporting the proposed sale. This facility must be capable of performing warranty repairs and supplying needed parts and shall subject to the approval of the County.

#### WARRANTY REQUIREMENTS

- 2.9.10 The awarded Bidder shall supply and be responsible for the equipment's warranty. This warranty must cover the entire unit bumper to bumper without deductible and have a minimum term from equipment acceptance of twelve (12) months or 2,100 operating hours or 12,000 miles, whichever comes first. When equipment or component manufacturers provide a warranty with coverage in excess of that stipulated herein, that additional coverage shall not be diminished by the requirements of this paragraph. The administration of delayed in-service warranty starts is specifically included. The awarded Bidder agrees to third-party warranty claim administration and filing at the discretion of the County.
- 2.9.11 The awarded Bidder shall be responsible for promptly correcting any warranted deficiency, at no cost to the County, at a warranty service center that meets the criteria stated in paragraph 2.9.9 within five calendar days after the County notified the awarded Bidder of such deficiency verbally or in writing. If the awarded Bidder fails to honor the warranty and/or fails to correct or replace the defect within the period specified, the County may, at its discretion, notify the awarded Bidder in writing that the awarded Bidder may be subject to contractual default, and/or debarment as a County awarded Bidder, if the corrections, replacement or repairs are not completed to the satisfaction of the County within five (5) calendar days of receipt of notice. If the awarded Bidder fails to satisfy the warranty within the period stipulated in the notice, the County may (a) place the awarded Bidder in default of its contract, and/or (b) procure the products or services from another awarded Bidder and charge the awarded Bidder for any additional costs that are incurred by the County for the work or items; either through a credit memorandum or through invoicing. If the awarded Bidder fails to honor these re-procurement costs, the County may suspend the awarded Bidder from submitting offers on County contracts for a minimum period of sixty (60) months.
- 2.9.12 The awarded Bidder and/or their local service representative may be required, at the discretion of the County and prior to the placing of any equipment order, to enter into an Original Equipment Manufacturer parts and service supply agreement at any time during the useful life of the equipment furnished. This maintenance support agreement would be to supply parts, repairs and training or service at the County's discretion. By the submission of this bid the Bidder agrees to enter into such agreement at the County's discretion, with parts and labor pricing at rates no higher than industry standard. A purchase order for such parts and services as may be needed can be issued by the County as part of the scope of this solicitation and any resulting contract

#### DELIVERY AND PAYMENT

- 2.9.13 All prices are to be quoted F.O.B. destination. Deliveries are authorized at the Shop 2 Truck, located at 6100 SW 87th Avenue , Miami, Florida or at another location that may be so designated on the purchase order. Deliveries may be made between the hours of 8:00 A.M. and 2:00 P.M.

weekdays. The awarded Bidder shall contact the Facility Supervisor, at (305) 273-4125 forty-eight (48) hours prior to delivery.

- 2.9.14 Delivery is required within 180 days from the date that the County department orders the equipment by sending a printed Purchase Order to the awarded Bidder. All deliveries are to be made in accordance with the best commercial practices. All equipment delivered must be in full compliance with the specifications and requirements of this solicitation and resultant contract, and must be in excellent condition ready to work condition. Upon verification of compliance with these requirements the County will accept the delivered equipment. See paragraph 2.9.16 for delivery defect correction requirements.
- 2.9.15 Upon failure to deliver the equipment in accordance with best commercial practices, excellent ready to work condition, and full compliance with the specifications and requirements to the County within the number of days stipulated in paragraph 2.9.14., the awarded Bidder shall be subject to charges for liquidation damages in the amount of \$ 20.00 for each and every calendar day that the equipment is not delivered in acceptable condition. This charge for liquidation damages is in addition to other remedies and timetable requirements listed in paragraph 2.9.16 below.
- 2.9.16 The awarded Bidder shall be responsible for promptly correcting any equipment delivery deficiency, at no cost to the County, within ten calendar days after the County notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct or replace the defect within the period specified, the County may, at its discretion, notify the awarded Bidder in writing that the awarded Bidder may be subject to contractual default, and/or debarment as a County awarded Bidder if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of notice. If the awarded Bidder fails to satisfy the delivery requirements within the period stipulated in the notice, the County may (a) place the awarded Bidder in default of its contract, and/or (b) procure the products or services from another awarded Bidder and charge the awarded Bidder for any additional costs that are incurred by the County either through a credit memorandum or through invoicing. If the awarded Bidder fails to honor these re-procurement costs, the County may suspend the awarded Bidder from submitting offers on County contracts for a minimum period of sixty (60) months.
- 2.9.17 The County shall issue payment within twenty (20) days after completion of both items A. and B. below:
- A. The delivered unit is successfully inspected for compliance with all specifications and requirements and is accepted (including delivery of the required manuals).
  - B. All documentation described in the Purchase Order has been received as stipulated therein.

#### PARTS, REPAIRS AND TRAINING MANUALS

- 2.9.18 The awarded Bidder shall supply the County with a 1 copies of a comprehensive operation manual, and if appropriate, a training manual which describes the appropriate use of the equipment

purchased, and 1 copies of a comprehensive repairs and parts manuals which identify the component parts and which describe the appropriate process for repairing the equipment purchased. These are to be supplied by the awarded Bidder with the first unit delivered for the components supplied by both the truck and body manufacturer when such is appropriate. Manuals may be on CD, online, or in hard copy form. CD or on-line media is preferred. The County reserves the right to withhold any or all payment until such time these manuals are presented to, and accepted by, the County.

- 2.9.19 MULTIPLE OFFERS: Multiple offers as noted in Bid Section 1.3 Sub-Section E are not permitted as part of this solicitation.

#### MOTOR VEHICLE LICENSE REQUIREMENT:

- 2.9.20 If applicable to this bid, per Chapter 320 of the Florida Statutes, "No motor vehicle, foreign or domestic may be sold, leased or bid for sale or lease in this state unless the Manufacturer, Importer or Distributor of such motor vehicle which issues an agreement to a motor vehicle dealer in this state is licensed under SS320.60-320.70". Bidders submitting offers in conjunction with this solicitation should furnish a copy of this license with the offer, however, the awarded Bidder may be given the opportunity to submit the affidavit to the County during the evaluation period. At such time the Bidder shall be given fifteen (15) calendar days to submit the license. Failure to meet this requirement may result in rejection of the offer.

#### PRE-CONSTRUCTION CONFERENCE

- 2.9.21 The Bidder selected for award be required to conduct a Pre-Construction Conference for five (5) County officials designated to represent the County prior to the manufacturing or assembly of the equipment which is specified in this solicitation. The awarded Bidder may select the location of this Pre-Construction Conference subject to concurrence by the County. Any costs incurred by these County officials in conjunction with the Pre-Construction Conference shall borne by the County.

#### PRODUCTION/PROTOTYPE INSPECTION

- 2.9.22 The awarded Bidder is required to conduct an on-site production/ prototype inspection of the first unit manufactured at times which are mutually convenient to the awarded Bidder and the County officials attending. This inspection shall be performed prior to the final assembly of the equipment in order to evaluate the placement of controls and lines, structural changes and general construction techniques. The awarded Bidder shall provide reasonable notice to the County prior to the scheduling of the on-site production inspection.

The County reserves the right to require modifications to the equipment if such modifications are necessary in order to bring the equipment into compliance with the technical specifications, the awarded Bidder's offer, or best commercial practices.

The County reserves the right to require multiple production inspections where multiple locations or companies are involved with the construction of a final unit.

**SOLICITATION TITLE: POLICE SOLO MOTORCYCLES**

**SOLICITATION NO.:**

Any costs incurred by these County Officials in conjunction with on-site production/prototype inspection shall borne by the County.

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

These specifications are the general requirements for the purchase of Police Solo Motorcycles to be used in and for daily patrol service which includes escorts, traffic enforcement and assisting uniform patrol units by the Miami-Dade Police Department's (MDPD) Police Motorcycle Units. The units must meet all the minimum requirements stipulated below as well as all manufacturers' standard equipment for retail sale.

**A. ENGINE:**

Two (2) or four (4) cylinder – 4 cycle – minimum 1200 cubic centimeter gasoline engine factory installed muffler and sound suppression system. An electric starter and manufacturer's maximum capacity fuel tank for police use, which has had the manufacturer's brand name plate deleted are required.

**B. TRANSMISSION:**

1. Manufacturer's standard manual transmission suitable for police use with foot operated heel - toe shift on the left side, if available.
2. The clutch is to be hand control operated and suited for police use.
3. A direct drive shaft, belt, or automatically lubricated chain drive is required.

**C. FRAME:**

Manufacturer's standard frame for the model being bid which shall be reinforced (if applicable) for police work.

**D. FINISH:**

Two color manufacturer's dark green and white scheme as follows:

1. Frame - Black
2. Fenders and gas tank – Green and White acrylic enamel or polyurethane as depicted in attached photos. The actual paint scheme shall determined at the pre-construction conference.

**E. AXLES AND SUSPENSION:**

Pursuit suspension manufactured for police use.

**F. CALIBRATED SPEEDOMETER**

Police speedometer calibrated to within 2 miles per hour and a tachometer.

**G. SEAT:**

Solo type specially contoured for lower back support.

**H. WHEELS & TIRES:**

Manufacturer's standard wheels suitable for police work with alloy bead retention type tubeless blackwall tires with "run flat" capability if available.

**I. BRAKES:**

Manufacturer's largest available for police work with ABS.

**J. ELECTRICAL SYSTEM:**

1. Twelve (12) volt DC system.
2. Heavy duty wiring harness.
3. Manufacturer's maximum duty battery suitable for police use.
4. Manufacturer's maximum output alternator for police use.

**K. MISCELLANEOUS EQUIPMENT:**

The following equipment shall be required, and shall be fully installed and ready to operate upon delivery.

1. Manufacturer's loudest available horn.
2. Self-canceling turn signals.
3. Adjustable, breakaway Lexan windshield.
4. Two (2) handlebar mounted rubber damped largest available rectangular true image mirrors.
5. Dual law enforcement type locking watertight side-mounted storage boxes.
6. Voltmeter

**L. SAFETY/ENGINE BARS:**

Heavy-duty front and rear engine bars shall be provided.

**M. PERFORMANCE REQUIREMENTS:**

The motorcycle shall be able to attain a minimum top speed of 90 M.P.H. with an elapsed time no greater than 14 seconds through a timed standing start 1/4 mile (standard NHRA drag race), as the performance measure of its ability to achieve the necessary speed performance requirements.

N. A complete parts lists and service manual for each vehicle supplied

### 3.2. OPTIONAL ITEMS:

The following are to be bid as optional items.

<u>Emergency Equipment</u>	<u>Number Required per Vehicle</u>	<u>Part Number</u>
B.1 Whelen Frt. Windshield Brkt w/3 LINZ6 LED Blue/Red/Blue & Flanges	1	HDBKT6
B.2 Whelen LINZ6 Bracket Pair	1	HDBKT8
B.3 Whelen LINZ6 blue	4	LINZ6B
B.4 Whelen LINZ6 red	3	LINZ6R
B.5 Whelen Par36 Led Blue	1	2EB00ZCR
B.6 Whelen Par36 Led Red	1	2ER00ZCR
B.7 Whelen Blue/Red 700 Series LED (Mounts on Box )	3	70BR6FJR
B.8 Courtesy Lights Blue LED	2	SD-03227
B.9 Red LED Lights (Turn Signal)	2	SD-03224
B.10 Motolight Halogen Driving Light Kit (Set of two lights)	1	67502P
B.11 Turn Signal Converter	1	69461-06C
B.12 HID Harley Headlight	1	73390-10A
B.13 Power Outlet	2	31743S
B.14 Pak Lock (Set of Four)	1	53848-00
B.15 Speaker	1	91157-88A
B.16 Siren (Power Pack)	1	91156-92
B.17 Stage One Kit (Air Cleaner, download and muffler)	1	
B.18 Radio Box	1	MET10-127

The Items below shall provided by MDPD

- \*Radio Bracket
- \*Microphone Holder Plate
- \*Radio
- \*Radar

A  
If avail: