

City of Asheville North Carolina



REQUEST FOR BIDS AND PROPOSALS
INFORMAL BID REQUEST NO. **IBR 1020-17**

HARLEY DAVIDSON POLICE MOTORCYCLES
FOR THE CITY OF ASHEVILLE

BIDS DUE DATE:

Tuesday, August 9, 2016

AT 3:00 PM LOCAL TIME

(Informal Bid, No Public Bid Opening)

ISSUED BY: CITY OF ASHEVILLE PURCHASING DIVISION
70 COURT PLAZA, CITY HALL, 1ST FLOOR SUITE 100C
ASHEVILLE, NC 28801
PHONE: (828) 259-5954
BEATRICE ABERNATHY, PURCHASING SPECIALIST

BIDS ARE NOT SEALED AND MAY BE
DELIVERED TO THE PURCHASING DIVISION OFFICE
LOCATED AT 70 COURT PLAZA SUITE 100C, CITY HALL,
1ST FLOOR, ASHEVILLE, NC 28801, PO BOX 7148 ASHEVILLE, NC 28802
OR
EMAILED TO: BABERNATHY@ASHEVILLENC.GOV

NOTE: IF MAIL OR DELIVERY BY ANY OTHER MEANS IS DELAYED BEYOND THE DATE AND HOUR SET, THE BID WILL NOT BE CONSIDERED.

PLEASE ALLOW SUFFICIENT TIME TO PARK AND PROCEED THROUGH SECURITY

**REQUEST FOR BIDS AND PROPOSALS FOR
CITY OF ASHEVILLE, NORTH CAROLINA
PURCHASING DIVISION**

Bid Request No. IBR 1020-17

Date: July 25, 2016

City of Asheville Purchasing Division extends an invitation for the submission of bids to supply the City of Asheville with Harley Davidson Motorcycles. Pursuant to General Statutes of North Carolina, Section 143-131, bids and proposals, subject to the conditions and specifications herein, are invited for furnishing the following equipment, materials, services or repair work. **All bids will be received by the City of Asheville Purchasing Division, 70 Court Plaza, City Hall, 1st Floor, Suite 100 C Asheville, NC until 3:00 p.m. Tuesday, the 9th day of August, 2016.** This is not a public bid opening, bids are simply due by this date and time at the specified location.

TERMS: Net 30 Days
DELIVERY: ASAP - Bidder Specify Best Delivery

CITY OF ASHEVILLE, N. C.
Beatrice Abernathy, Purchasing Specialist
(828) 259-5954

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

NOTICE TO BIDDERS: All tax imposed upon any article on which you are bidding shall be shown as separate items and in no case included with price bid. Failure to comply with these conditions will be considered grounds for rejection.

		<p>HARLEY DAVIDSON POLICE MOTORCYCLES FOR THE CITY OF ASHEVILLE PER THE ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS.</p> <p>Required paperwork to include Manufacturer's Statement of Origin, North Carolina Title Application (MRV-1) and a copy of the invoice. Original invoice to be mailed directly to the Finance Department as indicted on the purchase order. "City of Asheville" is the owner on all paperwork. The physical address is 173 S. Charlotte St., Asheville, NC 28801. All required paperwork must be submitted with the vehicle at the time of delivery. Any questions after the bid, please contact Fleet Management directly at (828) 259-5700.</p> <p>PLEASE CONTACT BEATRICE ABERNATHY, PURCHASING SPECIALIST, BY E-MAIL IN WRITING WITH ANY QUESTIONS REGARDNG THE BID AT BABERNATHY@ASHEVILLENC.GOV Deadline for questions is 3:00 p.m. on Monday, August 1, 2016</p>		
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Company Name	Bid Submitted By (Signature)
Address	Printed Name and Title
City State Zip	Email Address
Telephone No.	Fax No.
Web Address	Federal Taxpayer ID No.
Delivery to City _____ calendar days after receipt of order	Payment Terms: Net _____ Discount: _____ % Net _____

**CITY OF ASHEVILLE, NORTH CAROLINA
PURCHASING DEPARTMENT
INFORMAL BID REQUEST**

**CITY OF ASHEVILLE
PURCHASING DIVISION**

TERMS AND CONDITIONS

1. **DETAILED SPECIFICATIONS:** Detailed specifications for the motorcycles are included within the bid request. Bids to be submitted in accordance with the specifications and these Terms and Conditions, both of which require doing all that is necessary, proper, or incidental to the furnishing of the motorcycles identified herein. All things not expressly stated in the attached specifications or Terms and Conditions but involved in carrying them out must be included in bidder's proposal as though they were specifically stated.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the instructions to Bidders, terms and conditions specific to this Invitation for Bids, the specifications, and General Contract Terms and Conditions. The City of Asheville objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any response appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of a proposal, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
3. **ISSUING OFFICE:** This bid request is issued by the City of Asheville Purchasing Division, 70 Court Plaza Suite 100C, P. O. Box 7148, Asheville, North Carolina 28802. All correspondence and inquiry should be made to this address.
4. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be in writing and addressed to Beatrice Abernathy, Purchasing Specialist with the City of Asheville Purchasing Division. Any and all revisions to this document shall be made only by written addendum from the City of Asheville Purchasing Division. **Therefore, no oral statements by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids and proposals.** The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from any source are of no effect.
5. **COMPLIANCE WITH RULES AND REGULATIONS:** Product furnished must comply with all applicable provisions of the Occupational Safety and Health Act (OSHA), the American National Standard Institute (ANSI) and the Federal Motor Vehicle Standards of the U. S. Department of Transportation.

6. **GENERAL REQUIREMENTS:** The proposed motorcycles shall be new, unused and manufacturer's latest production model or production model specified and furnished complete and ready for use as required by the terms of these specifications.

The product furnished shall be the manufacturer's latest listed and published stock model, or models which meet all the applicable requirements of these specifications. Specifications may require that certain makes and models of vehicles, auxiliaries and/or accessories be provided.

All design, materials, and workmanship shall in every respect be in accordance with the best current practices in the industry and all materials used shall be new.

7. Deviations that do not meet or exceed the minimum requests shall be deemed non-responsive. Any deviations noted in the "Does Not Comply" must have technical data submitted with bid for evaluation.
8. The City of Asheville reserves the right to postpone bid openings for its own convenience. In the event of **inclement weather** and the City offices are closed, the bid opening will be held at 3:00 p.m. the next business day that the City Offices are open. Please check the city's website for details: <http://AshevilleNC.gov/bids>
9. **Brand Names and 'Or Equal':** In all cases product must be furnished as requested, and where brand names are used these must be bid.

Any 'or equal' must be fully supported with technical data, test results, or other pertinent information and evidence that the substitute offered is equal to, or better than, the specification requirement.

In the event that clarifications or changes to bid specifications are necessary changes will be made by written addendum. The City of Asheville will, if necessary, postpone the scheduled opening of bids so as to provide at least seven (7) days between the mailing of the amended bid and the revised bid opening date. All addenda must be signed and returned with the final bid package. This bid and any addenda are posted on the City's website and can be accessed at <http://www.ashevillenc.gov/Bids>. It is the vendor's responsibility to assure that all information is submitted.

10. **NONCONFORMING TERMS AND CONDITIONS:** A bid response that includes terms and conditions that do not conform to the terms and conditions in this bid document is subject to rejection as nonresponsive.
11. **BLACK OUT PERIOD:** Vendors must not make any contact with any City of Asheville Personnel other than those listed in the bid between the date the bid is issued and the actual bid opening date to ensure fairness to all vendors. There will also be no vendor contact during the evaluation period until after the contract award, unless the City has a need to seek clarification from a vendor regarding their bid.

12. **GOVERNING LAW AND JURISDICTION:** The parties acknowledge that this Agreement is made and entered into in Asheville, North Carolina, and will be performed in Buncombe County, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Agreement, and that North Carolina law shall govern the interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles).

By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Buncombe County, North Carolina.

13. **EXPENSES INCURRED IN PREPARING BID:** The City of Asheville accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.
14. **ASSIGNMENT:** During the performance of the contract, the successful bidder/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City of Asheville. In the event of assignment, an assignability letter must be sent to the City of Asheville Purchasing Division.
15. **CONTRACT/AWARD:** Pursuant to the laws governing public contracts in North Carolina, the successful bidder's/vendor's response to this Request for Bids and Proposals and any addenda thereto, plus the issuance of a City of Asheville Purchase Order for the proposed goods and/or services shall constitute a binding contract.
16. **OPTION TO PURCHASE ADDITIONAL REQUIREMENTS:** Subject to the successful bidder's acceptance, the City reserves the option to purchase additional product as specified herein at the price bid and awarded in this Request for Bids and Proposals up to 12 months from date of award. **For this bid, there will be a single award.**
17. **INDEMNIFICATION:** The bidder/vendor covenants to save, defend, keep harmless, and indemnify the City of Asheville and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost – including court costs and attorney's fees, charges, liability, and exposure, however, caused resulting from, arising out of, or in any way connected with the bidder's/vendor's negligent performance or nonperformance of the terms of the contract.
18. **VENDOR APPLICATION AND LICENSES:** **All bidders** are asked to submit a vendor application and return it with bid response. Bidders may download the form from the City's website at the following link: <http://AshevilleNC.gov/Bids>. Select "Vendor Application" located at the bottom of the page. Directions for submittal are available on this page. Please include commodity codes on your application.

NC Certificate of Authority: All **out of state** vendors are required to have a NC Certificate of Authority. If you already have a certificate please submit with your bid. If you do not have one you must apply once you are awarded the bid. You may register with the State of NC at: <http://www.secretary.state.nc.us/Corporations/Forms.aspx?EntityId=2719996&Type=Nonprofit%20Corporation> and **submit a copy to Purchasing immediately after it is received.**

E-Verify Employer Compliance: Per NC HB 786 Session Law 2013-418, Employers and their subcontractors with 25 or more employees as defined, must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program and can be accessed via this link: <http://www.uscis.gov/e-verify/employers>.

Iran Divestment Act of 2015

Seller certifies that: (i) Seller is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 143C-6A-4 (the "Final Divestment List"), and (ii) Seller will not utilize any subcontractor performing work under this Request for Quote which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and should be updated every 180 days.

19. The vendor shall be responsible for seeing that any and all laws of the State of North Carolina concerning certificate of origin, title, transit or transportation documents, et al, are complied with in all respects.
20. Where reference is made to equipment to be "furnished" or "provided" by the bidder these words shall be read to mean suitably installed on each piece of equipment.
21. **WARRANTY:** Bidder to include the warranty provisions as outlined in bid specifications.
22. The City of Asheville reserves the right to postpone bid openings for its own convenience.
23. **TAX EXEMPTIONS:** The City of Asheville is exempt from Federal Excise Tax but not from State and Local Sales Tax. Sales tax should not be included in bid prices, but may be added as separate items.
24. **ADDENDUM:** If it becomes necessary to revise any part of the bid, a written addendum will be posted for all bidders. Bidders shall acknowledge receipt of any amendment/addendum by returning a signed copy with their proposal. All addenda are to become a part of the bid documents and subsequent contract award(s). Addenda must be signed and returned for bid to be considered.
25. **PREPARATION OF FORMS:** All bids must be submitted on the forms provided. Figures should be written in **ink or typewritten**. Any changes on the original bid should be made in ink and initialed by the person signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
26. **DEADLINE FOR RECEIPT OF BIDS:** The date and time of the bid opening are specified in the bid document. Bids received after that time will not be opened.
27. **SUBMITTAL OF BIDS INCLUDING ALTERNATE/MULTIPLE BIDS:** All bids should be clearly marked with the bid number and the date and time the bid is due. Bids should be mailed, e-mailed or delivered to the CITY OF ASHEVILLE PURCHASING DIVISION, 70 COURT PLAZA, CITY HALL, 1ST FLOOR, ASHEVILLE, NORTH CAROLINA 28801. Bids will be received until **3:00 p.m.** on the date set for the bid opening. Please note **IBR 1020-17** on the package/envelope. When submitting **multiple or Alternate bids**, each bid must be submitted in separate packages to be considered.

Bidders to submit one (1) **original bid package** and one (1) **complete copy for each bid submitted, including any alternate bids.**

NOTE: IF MAIL OR DELIVERY BY ANY OTHER MEANS IS DELAYED BEYOND THE DATE AND HOUR SET FOR THE BID OPENING PROPOSALS DELAYED WILL NOT BE CONSIDERED.

28. **DELIVERY:** Delivery of product shall be made F.O.B. City of Asheville Fleet Management Division. 173 South Charlotte Street, Asheville, North Carolina 28801.

29. **INSPECTION, TRAINING, PERFORMANCE TEST AND ACCEPTANCE:**

a. Upon delivery the product will be subject to inspection to verify conformance with specifications by the staff of the City's Fleet Management Division and the Public Works Department. The product offered for bid must meet or exceed these specifications as agreed to and stated by the vendor. Vendor will bear the cost if product does not meet specifications.

b. Any defects or failure of product to perform or comply with any requirements of the City specifications must be immediately remedied by the vendor at the vendor's own expense prior to acceptance by the City. If any units are canceled for non-acceptance, the needed vehicle may be purchased elsewhere and the vendor may be charged any additional increase in cost and handling.

30. **PRODUCT DEMONSTRATION:** Each bidder shall be prepared to schedule a demonstration of the type of equipment proposed at a location mutually agreeable to the bidder and City staff members. If requested by the City, the location should be within reasonable traveling distance from the City of Asheville and the City of Asheville shall be responsible for the travel expense of its staff members in attending any such demonstration. Demonstration may be of vendor owned equipment or third party owned equipment at the discretion of the bidder.

Coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Bests.

31. **QUALITY:** At its option, and in lieu of immediate termination, the City of Asheville may request the awarded bidder to repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, the awarded bidder shall take corrective action within thirty (30) days. Exercise of this option shall not relieve awarded bidder of any liability to the City for damages sustained by virtue of awarded bidder's breach.

32. **COMMERCIAL GENERAL LIABILITY INSURANCE:** The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Coverage shall be written on a Commercial General Liability form and must include finished products/completed operations. The policy shall be written on an occurrence form and shall include Contractual Liability coverage.

The required limits can be provided by one or more policies provided all other insurance requirements are met.

Within 14 days following notice of award, the successful bidder shall furnish the City of Asheville with a current Certificate of Insurance with coverages listed above. The certificate shall be made out to the purchaser and be an original, no photocopies shall be accepted. The Certificate of Insurance shall provide that the City be given 30 days advance notice of cancellation, nonrenewal or material change in coverage.

33. **Minority Business Plan:** The City of Asheville has adopted a Minority Business Outreach Plan to encourage participation by women and minority businesses in the public bidding process. The purpose of this outreach effort is to increase the likelihood of success in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of this Outreach Plan. Questions regarding the Minority Business Outreach Plan may be directed to, Brenda Mills, Office of Economic Development, City of Asheville, Post Office Box 7148, Asheville, NC 28802-7148 or by phone at (828) 259-8050 or by e-mail at minoritybusiness@ashevillenc.gov or bmills@ashevillenc.gov. You can access a listing of certified minority firms at either <https://www.ips.state.nc.us/Vendor/SearchVendor.aspx> (State of North Carolina's VendorLink search) or www.doa.state.nc.us/hub (Link for Office of Historically Underutilized Businesses to search for HUB vendors directly). **Registered minority bidders are notified that they must show proof of minority or woman business status if they are not registered with the NC Office of Historically Underutilized Businesses. The City recognizes other minority registrations as well for our outreach efforts.** It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) to prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.
34. **BIDDERS QUALIFICATIONS:** By submittal of a bid, the bidder represents that they are fully experienced and properly qualified to provide product and services as requested herein, and that they are properly licensed, equipped, organized and financed to perform such service.
35. **DELINQUENT AD VALOREM TAXES:** Bidders/Vendors please note that City Policy adopted by City Council Resolution No. 93-139 prohibits the City from entering into contracts with persons or firms who are delinquent in the payment of ad valorem taxes owed to the City of Asheville.
36. **FALSE OR MISLEADING STATEMENTS:** If in the City's opinion, a proposal contains false or misleading statements or references that do not support a function, attribute, capacity or condition as contended by the vendor the entire proposal may be rejected.
37. **STANDARD OF AWARD:** The statutory provisions controlling purchasing by local governments in N. C. (GS-143) includes selection standards for use in making of awards. The provision reads, "All contracts shall be awarded to the lowest, responsive, responsible bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract". The City of Asheville reserves the right to accept or reject any or all bids and proposals and further specifically reserves the right to make the award or awards in the best interest of the City of Asheville. **When there are options on equipment, bid awards will be based on Lowest Base Price plus Options of the lowest responsive, responsible bidder.**

38. City requests all bids be made firm for no less than thirty (30) days.
39. **INVOICES AND PAYMENTS:** ALL INVOICES AND PACKAGES MUST BEAR THIS PURCHASE ORDER NUMBER. Rejected materials will be returned to the Vendor at the Vendor's risk and expense. Cash discounts will be deducted as provided herein, or in accordance with the terms of your quotation or bid. DISCOUNT PERIOD WILL DATE FROM RECEIPT OF INVOICE OR RECEIPT OF GOODS, WHICHEVER IS LATER. NET PURCHASES WILL BE PAID 30 DAYS FROM DATE OF YOUR INVOICE. The City is exempt from Federal Excise Tax but is not exempt from State and Local Sales Tax. This tax must be shown as separate items on invoices. Purchases for resale are covered by resale exemption No. 901-1-011-12821. **ALL INVOICES ARE TO BE SENT TO: CITY OF ASHEVILLE ACCOUNTING DIVISION, P.O. BOX 7148, ASHEVILLE, N.C. 28802.**

POLICE MOTORCYCLES

Minimum technical specifications for two (2) 2016-2017 Harley Davidson FLHTP Electra Glide Police motorcycles for the City of Asheville Police Dept. Equipment shall be new, unused and manufacturer’s latest production model. All Federal, State and OSHA requirements and standards shall be met.

NOTE: All bidders shall respond to each category below. Any 'no" responses or deviations shall be explained in the space provided. If complies, put a check mark in the appropriate box.

SPECIFICATION	<u>COMPLY</u>	IF NO: DEVIATES AS NOTED
Intended to describe the mechanical, safety and overall requirements for solo-certified traffic law enforcement motorcycles. Motorcycles shall be OEM “Police” models and shall exhibit exceptional handling, performance, stability and maneuverability at high and low speeds.		
1. Motorcycle		
A. 2016- 2017 Harley-Davidson FLHTP Electra Glide Police motorcycle		
B. All standard equipment installed that is normally provided including items listed below:		
2. Powertrain		
A. Engine: Minimum 1690 cc, air-cooled; electronic sequential port fuel injection system.		
B. Engine and transmission to be isolated from motorcycle frame through rubber mounting system.		
C. Standard chrome package.		
D. Dual crossover exhaust and factory air cooler		
E. Clutch to be multiple 9 (plate design wet), hydraulic actuated clutch system type.		
F. Transmission, manual type, with minimum of six (6) forward speeds.		
3. Brakes		
A. Disc brakes shall be provided for both front and rear wheels.		
B. Reflex type link braking with abs linking disengage below 25 mph hydraulic disc brakes for front and rear wheels.		
4. Suspension		
A. Rear shall have swing arms with bearings that require no lubrication for life of motorcycle		
B. Air adjustable rear suspension		
Company Name	Bid Submitted By (Signature)	

C. Minimum of a 49 mm telescopic front forks with cartridge style damping		
D. Designed to permit optimum handling in conditions as required in City traffic law enforcement.		
5. Wheels & Tires		
A. Cast wheels required with a rim material that is impermeable to compressed air.		
B. Tubeless type tires with non-skid tread, 4-ply fabric reinforcement, having bead retention system designed to allow tires to remain on wheel during sudden loss of air pressure.		
6. Fuel Tank:		
A. Capacity minimum of six (6) gallons with reserve capacity when main fuel supply is exhausted.		
B. Low fuel light shall be included.		
C. Electric fuel pump.		
7. Electrical System		
A. 12 volt		
B. Heavy duty, maintenance free, sealed battery with 270 CCA, Rated capacity of 28 amp hours		
C. 50 amp high output alternator and voltage regulator.		
D. Electrical accessory connection to be provided.		
E. Hand controls, water resistant integrated switches		
F. Horn: Shall be provide and audible above traffic noise; however the standard horn shall be disconnected and air horn shall be operated from existing button near left hand grip.		
G. Connectors: Shall be industrial grade and protected		
H. Protective soft lowers to be installed on crash bars		
8. Lighting and Accessories		
A. Headlight: Daymaker LED		
B. 69263-04A Emergency blue lamps PAR 36 type (LED)		
C. 54180-10 Police Officer Dark Blue Police Large Tour-Pak box (system) pre-drilled		
D. 53196-09 Adapter Plate		
E. 69940-10 Blue LED lights (3)		
F. 72641-10 LED Light Trim Ring (3)		
Company Name	Bid Submitted By (Signature)	

G. Battery Tender battery charging system (mounted inside Tour-Pak)		
H. Auxiliary battery 65989-97C (Mounted inside Tour-Pak)		
I. 69705-10 Police Tour-Pak carrier LED brake light, with integrated amber turn signals.		
J. 69000057 Whelen Siren Amplifier, Speaker, Microphone Kit (Police Emergency Response Kit)		
K. 68000137 Wiring Kit		
L. License Plate Lighting with two blue marker lamps		
M. 69265-04 LED blue engine guard light kit		
N. Taillights with brake light feature and emergency 4-way flashers.		
O. Whelen M06MB windshield light array with 5 blue microns.		
P. Electronic Siren System: Emergency Response Kit. Kit includes 100 watt siren speaker, 100 watt siren amplifier, police microphone, and mounting hardware. Siren to be mounted on right side, forward of unit.		
Q. Whelen TIR3 LED blue lighthouse, RSB027CR, (6)		
R. Whelen TIR3 LED amber lighthouse, RSA027CR (2)		
S. TIR3 rear saddlebag mount, RBKTHD3 (2)		
T. TIR3 side saddlebag mount, RBKTHD2 (2)		
9. Gauges:		
A. Speedometer: Certified analog/digital indicating 0 -120 MPH		
B. Speed capture speedometer with speed display, gear position digital display		
C. Odometer: Calibrated and cumulative		
D. Tachometer: Analog and digital		
E. Fuel level gauge		
F. Indicator lamps, including pursuit lamp indicator		
G. Sight glass on brake master cylinder		
H. Low fuel indication lamp		
I. Turn signals		
J. Neutral		
K. High beam		
L. Oil pressure		
M. Engine diagnostic light		
N. ABS indicator light		
Company Name	Bid Submitted By (Signature)	

10. Features		
A. Seat: Deluxe solo saddle, special police type covered with breathable material.		
B. Side Stand: Jiffystand, locking type when engaged		
C. Foot Boards: Adjustable and includes non-skid rubber pads on upper surfaces		
D. Guards: Front engine guards. Rear saddlebag guards Chrome on all guards. 90200561		
E. Saddlebags: Factory installed law enforcement type. Side and rear mounts included (WHE-RBKT9/2)		
F. Fiberglass: Shall be water-resistant and include police style latches.		
G. Windshield/Fairing: Fork-mounted fairing with windshield of Lexan or clear polycarbonate. Designed to breakaway with minimal force. Includes micron windshield array WHE-M06MB		
H. Mirrors: Two (2) long stem true image mirrors per motorcycle		
I. Keys: Three (3) keys per motorcycle. One (1) key shall be capable of fitting all locks and ignition. All motorcycle keys shall be keyed alike (one universal key fits all motorcycles ordered)		
J. Stealth mode feature to be factory installed to facilitate gauge lights illuminated while front rear emergency lights independently operated from front to rear.		
K. Emergency lights shall be capable of operating for at least 30 minutes with ignition turned off.		
L. Color: Paint shall be two tone (Police Officer Dark Blue and white paint scheme in the "Houston" style. Black frame.		
M. Warranty: 24 months, unlimited mileage. Full warranty shall begin at the time the motorcycle is placed into service, not at the time of delivery, as evidenced by the City's records. If at any time during the warranty period the unit cannot be driven to the successful bidder's service facility, the successful bidder will be responsible for recovery and transportation of the unit at no additional cost to the City. (Quote for an extended warranty to be included in the options section below).		
Company Name	Bid Submitted By (Signature)	

<p>N. Dealer to include a projected delivery date with bid submittal.</p>		
<p>O. Touring heated grip kit 56100034</p>		
<p>11. Delivery</p>		
<p>A. FOB – City of Asheville/ Fleet Management at 173 South Charlotte Street, Asheville, NC 28801</p>		
<p>B. Delivery must be made between 9:00 AM and 4:00PM, Monday through Thursday. Advance notice of delivery must be provided no less than three (3) business days prior to proposed delivery date. For any questions, contact Fleet Management directly at (828) 259-5700</p>		
<p>C. Documentation – Manufacturer’s Certificate of Origin, North Carolina title Application (MVR1) and a copy of the invoice. “City of Asheville” is the owner on all paperwork. The physical and mail address is 173 S. Charlotte Street, Asheville, NC 28801 All required paperwork must be with the vehicle at time of delivery. Any missing paperwork at delivery will delay payment of vehicles. Any questions, contact Fleet Management at 828-259-5700.</p>		
<p>12. Service Facilities: The equipment manufacturer shall operate a service facility capable of performing repairs associated with the equipment they represent. This facility shall be located within 10 miles of the City of Asheville, Fleet Management facility at 173 S. Charlotte St. The service facility shall be stocked with common replacement and high wear parts, as may be designated by the equipment manufacturer, and approved by the City of Asheville.</p>		
<p>OPTIONS:</p>		
<p>A. Service: On demand service shall be provided by the successful bidder. Any time during normal business hours, the successful bidder shall provide a technician on demand to perform needed repairs in order to get the specified motorcycles back into service.</p>		
<p>A. Quote for a 36 month warranty (12-month extension)</p>		
<p>Company Name</p>	<p>Bid Submitted By (Signature)</p>	

CITY OF ASHEVILLE
PURCHASING DIVISION

NON-COLLUSION STATEMENT

INFORMAL BID NO. 1020-17

HARLEY DAVIDSON MOTORCYCLES
FOR THE CITY OF ASHEVILLE

THE UNDERSIGNED AFIRMS THAT THE PROPOSAL MADE HERE-IN IS MADE WITHOUT ANY CONNECTIONS WITH ANY OTHER PERSON, OR PERSONS, MAKING ANY OTHER PROPOSAL FOR THE ABOVE ITEM(S): THAT IT IS IN ALL RESPECTS FAIR AND WITHOUT COLUSION OR FRAUD:

THAT _____ (FIRM NAME) IS NOT CONNECTED IN ANY OFFICIAL CAPACITY WITH THE CITY OF ASHEVILLE, AND THAT NO PERSON, OR PERSONS, ACTING IN SUCH CAPACITY ARE DIRECTLY, OR INDIRECTLY, INTERESTED HEREIN OR IN ANY OF THE PROFIT ARISING OR ANTICIPATED FROM THIS TRANSACTION.

IN MAKING THIS PROPOSAL, IT IS UNDERSTOOD AND AGREED, THAT THE CONDITIONS SET FORTH IN THE ADVERTISEMENT FOR BIDS, INSTRUCTIONS TO BIDDERS, TERMS AND CONDITIONS AND SPECIFICATIONS TOGETHER WITH THE PROPOSAL SHALL FORM A PART OF AND BE CONSTRUED WITH THE CONTRACT MADE UNDER THE SAME.

THE ACCEPTANCE OF THIS PROPOSAL BY THE CITY OF ASHEVILLE, AS EVIDENCED BY THE ISSUANCE OF A CITY OF ASHEVILLE PURCHASE ORDER, WILL BE HELD TO BE A MUTUAL AGREEMENT AS TO EACH AND EVERY CLAUSE OF THIS PROPOSAL AND TO CONSTITUTE A CONTRACT BETWEEN THE PARTIES HERETO.

FIRM NAME: _____

ADDRESS: _____

BY: _____

TITLE: _____