



**CITY OF CONWAY
1201 Oak Street
Conway, Arkansas 72032**

Invitation and Bid No.

2007-13

INVITATION

TO THE VENDOR ADDRESSED:

Bidders are invited to furnish the items listed herein in accordance with the terms and conditions attached. Sealed bids must be in the hands of the Mayor not later than 10 am, Monday, January 29th, 2007 at which time all bids will be opened and read in the Downstairs Conference Room in City Hall. Unsigned bids will be rejected. Successful bidders will receive purchase order after City Council approval within 30 days after the opening date shown above.

The City of Conway is soliciting bids for the purchase of 2007 Harley-Davidson[®] FLHPI (Windshield) Two Tone (Black & White) Road King[®] Police Solo, Certified, Traffic Law Enforcement Motorcycles for the Conway Police Department.

INVITATION

**SPECIAL TERMS AND CONDITIONS
POLICE TRAFFIC MOTORCYCLES**

I. PURPOSE AND INTENT

It is the intent of this Request for Quotation to solicit and obtain competitive bids as a basis for establishing a contract under which the City of Conway may purchase Police Traffic Motorcycles and equipment.

II. TERM OF CONTRACT

Term of this contract will be from February 28, 2007 through December 31, 2007. Availability of individual line items will depend on factory order cut-off dates. Many items will have cutoff dates by April-May of 2007. Upon mutual agreement, contract for

individual items may be extended up to two (2) additional years, for a period of one-year increments, or a portion thereof in accordance with the terms of the original contract.

III. QUANTITIES

Actual quantities of motorcycles that will be ordered are not known at this time.

IV. SPECIFICATIONS

All vehicles shall be new and shall be the latest model of proven performance and in standard production by manufacturer at time of delivery. Bidder's offering must conform to the City of Conway Specifications referenced herein. Specifications for these motorcycles are minimum and bidders may bid more than one (1) model for each type, but they must meet or exceed the minimum specifications.

V. WARRANTY

The supplier warrants each vehicle to be of good material and workmanship and agrees to promptly replace any part or parts, when the vehicle is returned to the suppliers place of business or a pre-approved location, which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of twenty-four (24) months Unlimited miles, from the date of delivery. If such failure renders the vehicle incapable of being driven, the supplier will be responsible for having the vehicle transported to his place of business. If such failure takes place outside the suppliers service area, the supplier will be responsible for reimbursing the nearest authorized dealer for services rendered under this warranty. Tires are exempted from this warranty but must be covered by the tire manufacturer's standard warranty and services provided by the local authorized dealer of the tire manufacturer.

NOTE: THIS WARRANTY APPLIES TO POLICE TRAFFIC MOTORCYCLES STARTING WITH THE DATE THE VEHICLE IS PUT IN SERVICE, NOT DELIVERED DATE.

VI. ACKNOWLEDGEMENTS

Awarded vendors must send, to the ordering entity, an order acknowledgement within 10 days after receipt of order.

VII. DELIVERY

Bid prices must include delivery of all vehicles to the ordering agency regardless of location with-in the State of Arkansas. Bidder will be required to state approximate delivery in the space provided. If delivery time stated is considered excessive by the City of Conway your bid for that vehicle will be rejected. Failure to deliver the vehicle within the stated time as outlined below will be cause to cancel the contract for that vehicle. If

cancellation occurs the City of Conway may purchase the vehicles and charge the difference (if any) to the defaulting contractor.

Any item not received by the Conway Police Department within thirty (30) days of the Bidders stated delivery date, a 5% reduction in bid price shall be assessed against the successful bidder. If designated items are not received within sixty (60) days, an additional 10% reduction in bid prices shall be assessed against the successful bidder. After seventy (70) days of non shipment, the items shall be awarded to the next lowest bidder meeting specifications and any price difference shall be paid to the City of Conway by the forfeiting vendor.

VIII. OPTIONS

Bidders please note that option prices bid may be a determining factor in award of this Contract (if it is in the City's best interest).

IX. AWARD AND REQUIREMENTS

This contract will be awarded, by item, to the lowest responsive responsible bidder meeting specifications for the motorcycles listed herein. Bidder must also meet all requirements set forth by the Arkansas Motor Vehicle Commission, (501-682-1428), prior to bidding.

If mutually agreeable between successful vendors, the City of Conway reserves the right to renew the contract for an additional one (1) year, if prices do not exceed 10% of the original bid price.

Products will be quoted as "free on board" to destination facility in Conway. Additional charges such as freight or delivery charges may not be added after the bid has been opened.

The Conway City Council will not necessarily award sole provider status to any one bidder, but may accept bids from partial providers.

****NOTE: Interested vendors with questions may contact the Conway Police Department, Fleet Manager, Ralph Screeton, Special Operations Division, 1105 Prairie Street, Conway, Arkansas 72032 (501)450-6175.***



City of Conway, Arkansas Bid Specifications

2007 Harley-Davidson® FLHP Road King® Police

1. **QUANTITY: (2)** 2007 Harley-Davidson® FLHP (Windshield) Two Tone (Black & White) Road King® Police Solo, Certified, Law Enforcement Motorcycles

SCOPE OF SPECIFICATIONS

These specifications describe the mechanical and comfort requirements for solo, certified law enforcement motorcycles which will be used by the [insert agency/department name].

SPECIFICATIONS

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

A. Engine

Piston displacement of not less than 1690cc OHV Twin Cam 103® Vibration Isolated V-Twin, air-cooled with two cylinders equipped with overhead valves and featuring EITMS (Engine Idle Temperature Management System), producing minimal vibration frequencies and magnitudes. Engine and transmission isolated from motorcycle frame through a rubber mounting system.

1. Powertrain deluxe chrome group designed for low maintenance; black wrinkle paint finish on engine; chrome rocker boxes, timer cover, outer primary housing & transmission covers.
2. Compression ratio: 9:6:1
3. Electronic Sequential Port Fuel Injection System (ESPFI)
4. Chain Drive Twin Cams.

B. Clutch / Transmission

1. Clutch shall be of the latest multiple nine (9) plate design, wet.
2. Transmission to be of latest design, manual type, with not less than six (6) forward speeds.
3. Requires clutch disengaged for starter motor operation; low effort hand levers.
4. Primary Drive, double-row chain, 34/36 ratio.
5. Chrome, cross-over dual exhaust system.
6. Greaseless shifter shaft with "anti-vibration" rubber spacers.
7. Gear Ratios

1st – 9.321
2nd – 6.421
3rd – 4.774
4th – 3.926
5th – 3.279 6th – 2.790

C. Brakes

Disc brakes for both front and rear wheels. Front brake having dual 11.5-inch diameter drilled discs; rear brake shall be single disc. Brakes shall be relatively free of heat fade, with four (4) piston calipers and flat expanding rotors. **Note: Optional Anti-Lock Braking system available (Independent Anti-Lock System)**

D. Suspension

1. Motorcycles shall be provided with a suspension system to permit optimum handling conditions as required in law enforcement.
2. Rear air-adjustable shocks.
3. Rear suspension swing arm bearings shall require no lubrication for life of the motorcycle.

E. Wheels / Tires

1. 9 Spoke Cast Aluminum wheels, rim material to be impermeable to compressed air.
2. Tubeless type tires to have non-skid tread, designed to operate on paved highways and shall have a full, four-ply fabric reinforcement. Manufacturer, Dunlop: front and rear MT90B16 blackwall D402PT tires. Bead retention tires designed to remain on wheel during sudden loss of air pressure.
3. 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 five (5) U.S. gallons (or 18.9 liters). Must provide a minimum of 1 gal (3.8 L) reserve fuel capacity when main supply is exhausted.

1. Electric fuel pump.
2. Low fuel light indicator.

G. Electrical System

Electrical system shall be nominal 12-volt as follows:

1. Battery. Sealed, heavy-duty maintenance-free, 12-volt, minimum rated capacity – 28 ampere hours (Battery Council International rating), 270 cold cranking amps.
2. Ignition. Non-waste spark, alpha control.
3. Charging System. Three-phase, 50-amp high output alternator, solid state regulator.
4. Connectors. Industrial grade throughout, provided with electrical accessory connection.
5. Hand Controls. Water-resistant, integrated switches.
6. Starting System. 12-volt starter, solenoid operated engagement, relay required.
7. Horn. Sound level audible above motorcycle and traffic-generated noise.
8. Lighting. Each motorcycle shall be provided with the following lighting equipment:
 - a. Quartz Halogen Headlight, 55 watt low beam and 60 watt high beam.
 - b. Pursuit lamps front mounted PAR-3, one red and one blue (incandescent).
 - c. Tail light.
 - d. Turn Signals, self-canceling system.
 - e. Flashers, four-way, integrated into turn signal switches.
 - f. License plate lighting, two blue indicator lamps.

H. Visual Displays

1. Speedometer. Analog speedometer, range 0-120mph (or kph equivalent), re-settable trip meter.
2. Odometer. Calibrated, cumulative.
3. Tachometer. Analog.
4. Fuel level gauge.
5. Pursuit lamp indicator.
6. Sight glass on brake master cylinders.
7. Low fuel indication lamp.
8. Turn Signals
9. Neutral
10. High beam
11. Oil pressure
12. Engine diagnostic light

I. Feature Requirements

- 1.** Seat. Deluxe solo air saddle, special police type, breathable material covering, rear back support, quick release mechanism; single air bladder with reservoir and integral gauge.
- 2.** Side Stand. Jiffy stand, rubber bumper design.
- 3.** Foot Boards. Adjustable, three position pivoting type, with non-skid rubber pads.
- 4.** Engine Guards. Front engine guard and rear guard bars.
- 5.** Saddlebags. Factory installed, law enforcement type Injection Molded GTX fiberglass saddlebags, water-resistant, utilizing police style speed latches.
- 6.** Drive. Final belt drive, Gates Aramid fiber, reinforced Poly Chain®.
- 7.** Windshield of Lexan® or clear polycarbonate, designed to break away with minimal force.
- 8.** Mirrors. Two (2) long stem true image mirrors.
- 9.** Key. One key fits all locks.
- 10.** Wheelbase. 63.5 inches (1612.9 mm).
- 11.** Seat Laden Height. 27.3 in. (693.4 mm).
- 12.** Gross Vehicle Weight Rating. 1200 lbs. (544 kg.)
- 13.** Dry Weight. 723 lbs. (328 kg.)
- 14.** Running Order. 754 lbs. (349 kg.)
- 15.** Service Intervals. 1st 1000 miles and then every 5000 miles thereafter.
- 16.** Fender Tip Running Lights. Amber at front, red at rear.
- 17.** Warranty. 24 months, unlimited mileage

2. LIFE CYCLE COST FORMULA

Award Factors

The motorcycles selected through this bid offering should offer the Agency the lowest possible long term projected real cost.

1. Real cost to be determined using a Life Cycle Cost (LCC) model including initial purchase price, average projected end of service duty life resale value, and projected comparable operating cost statistics. Award will be made to compliant bidder meeting the specifications based on the lowest LCC. The LCC value will be based on the initial bid value, fuel cost adjustments that differ from the Agency standard, and resale value standard adjustments as necessary.
2. The Agency desires an option to sell these motorcycles back to the successful bidder.

3. CONDITIONAL BUY-BACK AGREEMENT

Bidder agrees to the conditional repurchase of these motorcycles for \$ _____ each, subject to the following conditions:

- a. Returned for repurchase within _____ months of original purchase date.
- b. Returned fully equipped as originally delivered to the Agency.
- c. Returned in operating condition as agreed by representatives of [bidder] and Agency.
- d. Returned for conditional repurchase in sound, undamaged condition.
- e. Routine maintenance during the service duty life has been performed and documented.
- f. Returned units shall be accompanied by their individual regular maintenance record log in mutually agreed upon form provided by the Agency.
- g. Units returned are to be presented in lots of not less than _____ units per request.

Bid Number: 2007-13
CPD - (2) 2007 Harley-Davidson Law Enforcement Motorcycles

Conditional Buy-Back Agreement, financial impact:

\$ _____ **Initial Purchase Price per Unit**

\$ _____ **Less (-) Conditional
Repurchase per unit.**

\$ _____ **Ultimate Total per
Unit Net Cost to Agency.**

Estimated Delivery Date: _____

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

Company Name

Company Representative Name

Representative's Signature

Address Email Address

City State Zip

Telephone Number Fax Number

Date

City of Conway
TERMS AND CONDITIONS
Important – Read Carefully

By Submission of bid, bidder certifies that he has read all terms and conditions and that bid is submitted in accordance therewith.

1. Prices quoted will be considered to be net prices unless otherwise stated by the bidder. Cash discounts requiring payments in less than 30 days will not be considered in making awards.
2. Prices quoted shall be FOB Conway unless otherwise specifically stated on proposal. In either case, delivery charges must be prepaid.
3. All fees and taxes shall be included in prices quoted.
4. Bidder certifies that he will make delivery of items for which he bids within 10 days after receipt of award – unless otherwise specifically stated. Time of delivery in excess of 10 days may be considered a factor in making awards.
5. In case of default of contractor in making deliveries as per contract, the City may procure the articles or services from other sources and hold the contractor responsible for all excess costs occasioned thereby. Bidder's record as to satisfactory performance under previous contracts will be considered a factor in making awards and retention on bid lists.
6. The City reserves the right to reject any or all bids, in part or in whole and to waive information in bids received.
7. If not otherwise specified, bidder must furnish brand names with catalog number, if any, on items which are offered as "equal." In all such cases the burden of establishing equality is upon the bidder and failure to do so within a reasonable time may result in rejection. Alternative bids will not be considered unless no other type bid for the item is received.
8. In the case of equal or tie bids, preference will be given to Arkansas bidders. Other than as stated in the first sentence, awards on tie bids will be made at the discretion of the purchasing official. In such cases, "splitting" will be avoided and awards of previous contract(s) to one or more of the bidders will not be a factor.
9. In the event that bidder is unable to furnish all of an item, bids on portions thereof may be considered.
10. Final inspections and acceptance or rejection will be made after delivery. Items rejected because of non-conformance shall be removed and replaced immediately with those which meet specifications, all at the expense of the contractor. In the event that necessity requires the use of non-conforming items, payment therefore will be made at a proper reduction in price which shall be not greater than contractor's actual cost by purchase, fabrication, manufacture or other production method plus transportation paid to carriers. All costs in connection with testing items that do not meet specifications shall be paid by contractor.
11. Quality, time of performance, probability of performance, and location of bidder will be factors in awards of all contracts.
12. The City reserves the right to purchase any, all or none of the items listed, in combinations thereof that may be in the best interest of the City of Conway.
13. The City reserves the right to change any specifications, terms and/or conditions at any time, with adequate notice in writing to bid invitees of those changes, if any.
14. The City is qualified for "GSA" pricing schedules, if available and applicable.
15. The City reserves the right to waive any informalities or minor defects, but this shall not be construed to indicate waiver of any specification, term and/or condition unless in the best interest of the City in the judgment of the City.
16. **CONSTRUCTION/INSTALLATION:** Any construction work that is worth \$20,000 or more must comply with Arkansas Code Annotated § 22-9-204.
17. **PROHIBITED INTEREST CONDITION:** No official of the City authorized on behalf of the City to specify, plan, design, negotiate, make, accept or approve, or take part in specifying, planning, negotiating, making, accepting or approving any construction or material purchase contract or any subcontract in connection with any purchase made by the City of Conway shall become directly or indirectly interested personally in the purchase in the purchase or any part thereof.
18. **EQUAL OPPORTUNITY IN EMPLOYMENT:** All qualified bidders will receive consideration without regard to race, color, religion, sex, age, disability or national origin.