

Department of Procurement & Contract Compliance



BID #B27717

**Four (4) Harley Davidson Motorcycles
for the
KCK Police Department**

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)



BID #B27717 Four (4) Harley Davidson Motorcycles for the KCK Police Department

Instructions to Bidders: Bidders must bid the item exactly as specified, or indicate with a description any deviation. If no deviation is indicated, the vendor must produce the item as specified in this bid. Additional sheets may be used if necessary but must reference the specification number.

Reasonable accommodations will be made to qualified individuals with a disability on an as needed basis, provided adequate notice is given by prospective vendors. Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. This encouragement does not imply preference and all solicitations will be evaluated equally.

1.0 General Conditions and Requirements:

- 1.1 All bids shall be submitted in TRIPLICATE and shall be signed by authorized personnel. The proposal, bid and contract shall be submitted for the approval of the Purchasing Agent, who reserves the right to reject any or all bids. The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to waive minor deviations from the minimum specifications.
- 1.2 All prices shall be quoted F.O.B., Kansas City, Kansas. All sales will be made in accordance with the prices, terms and conditions of the Invitation for Bid and any subsequent term supply and service contract.
- 1.3 Each bid shall be submitted in a sealed envelope, and shall be addressed as follows: Office of the Unified Clerk, Municipal Office Building, 701 North 7th Street, Room 323, Kansas City, Kansas, 66101. *The outside of each sealed envelope containing a bid shall be plainly marked with the Bid Number, the item or project name, and the name and address of the bidder and delivered to the Office of the Unified Clerk, Municipal Office Building, 701 North 7th Street, Room 323, Kansas City, Kansas, 66101 no later than 8:45 a.m. Wednesday November 15, 2017. If this information does not appear, the bid will be rejected. It is the bidder's responsibility to make sure the bid is delivered to the proper place at the proper time.*

Electronic Filing Requirements

A respondent may submit a complete copy of its response on the Unified Government's e-procurement site which can be accessed at; <https://purchasing.wycokck.org/eProcurement> . Also one (1) copy of the complete response must be submitted on a flash drive in Word Format. If components of the response, such as spreadsheets, pictures, charts or diagrams require the functionality of a non-word-processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format. Late bids will not be accepted and the e-procurement site will act as the official clock, once the Bid is closed it will not allow any bids to be uploaded. Each firm is encouraged to submit their bid early, to allow time to address any electronic submission issues prior to the deadline.

Any respondent that does not comply with these policies may be disqualified from the procurement.

- 1.4 The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to award a contract in whole or in part to the lowest responsive and responsible bidder(s) as provided in R3-404.02 of the Procurement Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- 1.5 The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to reject any or all bids, in whole or in part, as provided in Sections 29-178 of the Procurement Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and all Bidders must agree that such rejection shall create no liability on the part of the Unified Government of Wyandotte County/Kansas City, Kansas, because of such rejections; and the filing of any bid in response to this Notice shall constitute an agreement of the Bidder to these conditions.
- 1.6 It is the expressed intent of these specifications to describe the minimum requirements for the above-referenced item(s). **Please note that all bidders are required to document any deviations from these specifications.**
- 1.7 Any items appearing in the manufacturer's regularly published literature and specifications, and listed therein as standard, shall be supplied in the bidder's proposal unless exceeded by these specifications.
- 1.8 Conditioned bids from the vendor shall be rejected as non-responsive unless the Unified Government of Wyandotte County/Kansas City, Kansas identifies conditions in the bid specifications.
- 1.9 The bid shall include all costs associated with the purchase, shipping, delivery, licenses or any other costs associated with the sale of the products or performance of services.
- 1.10 It is the responsibility of each bidder, before submitting a bid, to examine the documents thoroughly, and request written interpretation of clarifications upon discovering any conflicts, ambiguities, errors or omissions in the bidding documents. Any Questions regarding the Minimum Specifications and Requirements shall be directed in writing to the Office of Procurement and Contract Compliance ATTN: Kelly P. Regan, Room 649, 701 North 7th Street, Kansas City, Kansas 66101 or e-mailed to kregan@wycokck.org All Questions must be received no later than **4:00 P.M. Wednesday November 8, 2017.**
- 1.11 The successful bidder must provide proof of workers' compensation insurance prior to contract approval.
- The successful bidder must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. A bidder's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.
- 1.12 All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, finding, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall be the property of the City.

2.0 Occupational Taxes and Contract Award:

- 2.1 A contract for the item(s) will be awarded, in whole or in part, to the lowest responsive and responsible bidder(s) as determined by the minimum specifications and requirements contained herein.
- 2.2 **Prior to contract award, the successful Bidder(s) must ensure that all occupational taxes are paid. For more information, contact the Unified Government License Division at (913) 573-8780.** An inability or failure to provide tax clearance letters from all of the local government entities with which the Unified Government has entered into an "Intergovernmental Agreement for Tax Verification Information" will result in a determination of nonresponsibility. No other factors or criteria shall be used in the evaluation.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

2.3 Breach of this covenant may be regarded as a material breach of contract.

3.0 Approved Equivalents:

3.1 Bidders shall submit detailed manufacturer's specifications for each item being proposed as an "approved equal". Please note that any use of brand names herein, is for the purpose of describing the standards of quality, performance and desired characteristics of the item(s), and is not intended to limit or restrict competition.

4.0 Cooperative Purchasing:

4.1 The bidder agrees to provide products and/or services to any Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institute, Special Governmental Agency, and Non-Profit corporation performing governmental functions that participates as a joint bidder in or is represented by the Mid-America Council of Public Purchasing (MACPP) and/or Mid-America Regional Council (MARC) in the Greater Kansas City Metropolitan Trade Area.

4.2 Sales will be made in accordance with the prices, terms and conditions of the invitation for bid and any subsequent term contract.

4.3 All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other procurement administration will be the responsibility of the ordering jurisdiction.

4.4 Administrative Procurement Officer:

Each jurisdiction that is a party to the joint bid has authority to act as an Administrative Procurement Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipments to the jurisdiction.

4.5 Principal Procurement Officer:

The principal procurement officer is responsible for handling the solicitation and awarding the contract. The Principal Procurement Officer is Kelly P. Regan; Department of Procurement & Contract Compliance; Unified Government of Wyandotte County/Kansas City, Kansas.

5.0 Required Standard Contractual Terms and Conditions:

The successful Bidder must agree to the following Required Standard Contractual Terms and Provisions, which are hereby made a part of the Agreement entered into between the Unified Government and the successful Bidder (hereinafter also referred to as "Contractor"), unless specifically modified in writing:

Controlling Provisions:

The terms of these Required Standard Contractual Terms and Provisions prevail and control over the terms of any other conflicting provision in any other document relating to the Agreement.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Governing Law:

The Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.

Authority to Contract:

Contractor represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into the Agreement, that its undersigned representative is duly authorized to execute the Agreement on its behalf, that it agrees to be bound by all the provisions of the Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of the Agreement.

Modification of Agreement:

The Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of the Agreement.

Assignment:

Neither the Contractor nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Agreement without the written consent of the other party.

Cash Basis Law:

The Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of the Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate the Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year, or (b) funds made available from any lawfully operated revenue producing source.

Payment of Taxes:

The Unified Government shall not be responsible for nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of the Agreement. If applicable, the Contractor shall pay the Unified Government occupation tax prior to execution of the Agreement.

Licenses and Permits:

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out the Agreement. Contractor shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Independent Contractor Relation:

The parties agree that the legal relationship between them is of a contractual nature. Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Contractor are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to the Contractor.

Discrimination in Delivery of Services Prohibited:

During the performance of the Agreement, Contractor shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.

Equal Opportunity and Affirmative Action:

The Unified Government shall send written Notice of Award to the successful Bidder. The successful Bidder shall, within ten (10) days from the date of receipt of the Notice of Award, come into compliance with chapter 11 of the Procurement Code and Regulations regarding Affirmative Action and Equal Employment Opportunity as required by Sections 18-86 and 18-87 of the Unified Government Code of Ordinances. For more information, contact the Contract Compliance Department located on the 6th Floor of the Municipal Office Building, call (913) 573-5098, or email escovil@wycokck.org.

During the performance of the Agreement, the Contractor agrees as follows:

- a. The Contractor shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
- b. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.
- c. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- d. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor.
- e. The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with the Agreement.
- f. If the Contractor fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and the Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contracts for a period of up to one (1) year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. The Contractor shall maintain sufficient records to document that, under all aspects of the Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. The Contractor, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of the Agreement.

Representations:

The Contractor makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Code.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §12-106 (Gratuities and Kickbacks) of the Procurement Code.
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Waiver of Breach:

The waiver by either party of a breach of any provision of the Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Severability:

If a court of competent jurisdiction declares any part of the Agreement to be invalid, the balance of the Agreement will remain valid and enforceable.

Entire Agreement:

The Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in the Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

Disclaimer of Liability:

The Unified Government shall not hold harmless or indemnify the Contractor for any liability whatsoever.

Termination for Default:

- a. If the Contractor refuses or fails to perform any of the provisions of the Agreement with such diligence as will ensure its completion within the time specified in the Agreement, or any extension thereof, or commits any other substantial breach of the Agreement, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten (10) days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.
- b. The Unified Government shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Contractor because of the default.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of the Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within fifteen (15) days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- d. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the Unified Government and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.
- e. The following acts committed by the Contractor will constitute a substantial breach of the agreement and may result in termination of the agreement.
 - (1) If the Contractor is adjudged bankrupt or insolvent;
 - (2) If the Contractor makes a general assignment for the benefit of his creditors;
 - (3) If a trustee or receiver is appointed for the Contractor;
 - (4) If the Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
 - (5) If the Contractor repeatedly fails to supply services required under the Agreement;
 - (6) If the Contractor disregards the authority of the Procurement Officer;
 - (7) Acts other than those specified may constitute substantial breach of the Agreement.

Termination for Convenience:

- a. The Procurement Officer may, when the interests of the Unified Government so require, terminate the Agreement in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the Agreement terminated and when termination becomes effective.
- b. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified.
- c. The Procurement Officer shall pay the Contractor the following amounts:
 - (1) All costs and expenses incurred by the Contractor for work accepted by the Unified Government prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work.
 - (2) All costs and expenses incurred by the Contractor for work not yet accepted by the Unified Government but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.
- d. Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Disputes:

- a. All controversies between the Unified Government and the Contractor which arise under, or are by virtue of, the Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within thirty (30) days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within thirty (30) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.
- b. The Procurement Officer shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.
- c. The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of the Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, the Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.
- d. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

Interest Payable on Claims:

Pursuant to Section 9-301 (Interest) of the Procurement Code, interest on amounts ultimately determined to be due to a contractor of the Unified Government shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.

Ownership of Materials:

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Contractor in connection with the work pursuant to the Agreement, shall be in the Unified Government.

Availability of Records and Audit:

The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "Records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of the Agreement.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

The Contractor agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals and the term of the Agreement any of the Records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the Contractor shall preserve and make available to persons designated by the Unified Government its Records for a period of three (3) years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

No Limit of Liability:

Nothing in the Agreement shall be construed to limit the Contractor's liability to the Unified Government as such liability may exist by or under operation of law.

Tax Clearance for City and Local Governments:

The local governments of City of Kansas City, Jackson County, Missouri, Johnson County, Kansas and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to Parties making each of the first payment under their subsequent contract or any contract renewal.

The selected Contractor may obtain the Unified Government tax clearance letter from Procurement and Contract Compliance Department and authorize the County to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri and Johnson County, Kansas (collectively the "Local Governments"), dated not more than ninety (60) days from the date of submission

Indemnification:

Contractor shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, or costs arising from or in any way related to Contractor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

6.0 MINIMUM SPECIFICATIONS:

The Unified Government of Wyandotte County/Kansas City, Kansas Police Department is soliciting competitive sealed bids from vendors for Police Pursuit Motorcycles. Vendors providing the commodities/services requested that meet specifications as indicated in this specification document are encouraged to submit a bid.

Certified, Traffic Law Enforcement Motorcycles

6.1 Engine:

- Minimum piston displacement of not less than 1690cc.
- Air or liquid cooled.
- Minimum of two cylinders must be equipped with overhead valves.
- Engine and transmission must be isolated from the motorcycle frame through a rubber mounting system or system equal to this in quality.
- Engine designed to insure minimal vibration frequencies and magnitudes.
- Powertrain shall have factory chrome components.
- Sequential Port Fuel Injection System (SPFI).

6.2 Clutch / Transmission:

- Current multiple plate wet design.
- Transmission, manual type with no less than six (6) forward speeds.
- Final Drive to be a belt type
- Clutch disengaged for starter motor operation.
- Low effort hand levers.

6.3 Brakes:

- Front dual (2) disc brakes.
- Brakes must be relatively free from heat fade.
- Rear disc brakes.
- Independent ABS brake system.

6.4 Suspension:

- Rear suspension equipped with swing arms bearings that do not require lubrications for the life of the motorcycle.
- Heavy duty, air adjustable anti-dive or hydraulic telescopic front suspension and air adjustable rear suspension.
- Ability to adjust rear ride height to compensate for imposed loads.
- GVWR to be no less than 1200 pounds.

6.5 Wheels/Tires:

- Cast wheels required. Rim material shall be impermeable to compressed air.
- Tubeless style tires, with non-skid tread, designed to operate on paved highways and shall have full four-ply fabric reinforcement.
- Tires must be of bead retention design (Dunlop Touring Elite II or **Approved Equal**).

6.6 Fuel Tank:

- Capacity of six (6) gallons with a minimum 1 gallon reserve capacity.

6.7 Electrical System: Nominal twelve (12) volt system.

- Heavy-duty center mount battery required.
- List minimum rated capacity of battery _____

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- Minimum 50 amp high output alternator and voltage regulator with industrial grade connectors. State amperage
- Twelve (12) volt power outlet provided.
- Water resistant switches.
- Twelve (12) volt starter with solenoid operated engagement and relay required.
- Horn must emit a sound level, which can be heard above the motorcycle, and the traffic generated noise.
- Lighting:
 - a.) Quartz Halogen headlight.
 - b.) Pursuit lamps – Front mounted PAR36 lamps, one red, one blue.
 - c.) Tail light.
 - d.) Turn signals.
 - e.) Four-way flashers integrated into the turn signal switches.
- 100 watt electronic siren system (amplifier and speaker). Amplifier must be waterproof with three tones (wail, yelp and airhorn). **other existing emergency equipment on trade-in motorcycles to be changed out by Unified Government personnel**
- Microphone jack.

6.8 Visual displays:

- Certified police analog speedometer, to indicate 0-120 M.P.H.
- A calibrated, cumulative odometer.
- Analog tachometer.
- Fuel level gauge.
- Indicator lamp (including a pursuit lamp indicator).
- ABS indicator lamp
- High beam indicator.
- Sight glass on brake master cylinders.
- Voltmeter.

6.9 Feature Requirements:

- Seat – Deluxe solo air saddle with integral gauge, special police type, black cover with rear back support design and quick release mechanism.
- Handgrips - Heated
- Side Stand – Jiffy type steel stand, locking when engaged.
- Side Stand Extensions
- Footboards – Adjustable provided with non-skid rubber pads on upper surfaces.
- Engine Guards – Front engine guard, rear sturdy saddlebag guards.
- Saddlebags– Factory installed, law enforcement type fiberglass saddlebags. Bags shall be nominally waterproof. Police style speed latches.
- Saddlebag Guards. (double-row chrome)
- Color scheme to be Black/White, white front fender and fairing, B/W tank and black saddle bags.
- Fairing Model with lexan windshield.
- Mirrors– Two (2) true image mirrors.
- One key fits all locks.
- List any additional features available not listed.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

6.10 Warranty Agreement:

All motorcycles will carry a complete two-year warranty from date of acceptance, including parts and labor.

6.11 Delivery and Acceptance of Motorcycles:

New Motorcycles will be delivered to, and trade-in motorcycles picked-up at:

Unified Government of WYCO/KC Ks
Fleet Services Division
5033 State Avenue
Kansas City, Kansas 66102

Contact Merle McCullough, Fleet Manager at (913) 573-8375 prior to delivery or pick-up.

6.12 Trade-In:

The Police Department will be trading in four units. Vendors may view the motorcycles to be traded-in by appointment, call Merle McCullough at (913) 573-8375.

Below is a list of the four (4) motorcycles to be traded-in: (as of August 24th, 2017)

<u>Make</u>		<u>Year</u>	<u>Mileage</u>	<u>ID#</u>
Harley-Davidson	-FLHTPI 304	2012	26967	1HD1FMM15CN666369
Harley-Davidson	-FLHTPI 314	2012	25773	1HD1FMM18CB665880
Harley-Davidson	-FLHTPI 303	2014	40001	1HD1FMM16EB608774
Harley-Davidson	-FLHTPI 305	2014	27006	1HD1FMM12EB611753

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

7.0 Bid Deadlines and Delivery Instructions:

- Sealed bids must be addressed and delivered to: Bid # B27717, Four (4) Harley Davidson Motorcycles for the KCK Police Department, Office of the Unified Clerk, Unified Government of Wyandotte County/Kansas City, Kansas, 3rd Floor, Room 323, Municipal Office Building, 701 North 7th Street, Kansas City, Kansas, 66101 NO LATER THAN 8:45 a.m., Wednesday November 15, 2017.

8.0 Signatures:

- No bid will be considered unless signed with the autograph signature of an officer authorized to bind the vendor.

Company Name

Authorized Representative

Mailing Address

Signature

Date

City, State, Zip Code

Title

Phone Number

Fax Number

Federal Tax ID #

E-Mail Address

Attachment A

Cost Calculation Work Sheet

Delivery/Trade-In

Per Unit Cost Quantity Extended Total

\$ _____ x 4 = \$ _____

(_____) Less trade in value of Four (4) Police Motorcycles

\$ _____ **Net Cost**