

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: NEW, MODEL YEAR 2016 OR MANUFACTURER'S CURRENT PRODUCTION MODEL, HARLEY-DAVIDSON FLHTP ELECTRA GLIDE POLICE MOTORCYCLE

CONTRACT No.: OT903816

EFFECTIVE DATES: 12/01/15 to 09/30/16

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903816 that opened on 10/23/15. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#) (Revised 10/2013), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to OHIO DEPARTMENT OF PUBLIC SAFETY, OHIO STATE HIGHWAY PATROL (OSHP), as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Signed: _____
Robert Blair, Director Date

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
Special Contract Terms and Conditions	3-5
Amendments to Contract Terms and Conditions	3
Delivery and Acceptance	3
Evaluation	3
Contract Award	3
Fixed Firm-Price Contract	3
Automobile Liability Insurance	5
Disclosure of Subcontractors	5
Placement of Orders	4
Purchase Orders	4
Submission of Invoices	4
Service	4
Service Policy	4
Certificate of Title	4
Advertisement	4
Authorized Dealer	3
Usage Reports	5
<u>CONTRACT ITEMS</u>	
Specifications (Requirements and Standard Equipment)	6-9
Vehicle Specifications and Pricing	9
Contractor Index	10

SPECIAL TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

BRAND SPECIFIC: The product(s) specified in this bid is/are being bid as Brand Specific. That signifies that no alternates will be accepted for award. Bid is in accordance with the Ohio Administrative Code 123:5-1-10 (k).

AUTHORIZED DEALER STATEMENT: Bidders responding to this bid must be an authorized dealer or manufacturer of the products bid. Bidders should submit a letter with their bid response certifying that they are the manufacturer or an authorized dealer of the manufacturer for all products bid. This certification must be on the manufacturer's letterhead and must be signed by a duly authorized representative of the manufacturer. The Bidder will be required to provide the said certification letter within five (5) business days, after notification to do so, to the Office of Procurement Services. Failure to submit the certification letter within the stated time period may result in the Bidder being deemed as not responsive.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within 30-90 days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

Contractor shall contact Tammy-Fast Waller, (614) 466-4141, forty-eight (48) hours prior to making delivery of the purchase. Orders for the Ohio Department of Public Safety, Ohio State Highway Patrol are to be delivered to:

Ohio Department of Public Safety
Ohio State Highway Patrol
ATTN: Tammy Fast-Waller, Fleet Manager
1583 Alum Creek Drive
Columbus, OH 43209

If requested by the ODPS a manufacturer or dealer representative must be present at the time of delivery. The police motorcycles will be inspected at the time of delivery, at the delivery site, by the ODPS. Any police motorcycle that shows defects, damage(s) or does not meet the specifications and requirements, will not be accepted by the ordering agency.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will evaluate the bid based on low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid, including all options, and then adding each of the totals together to arrive at a total for all items. If estimated usages are unknown a quantity of one (1) will be used for the evaluation. Bid price should include equipment installed, operational and adjusted to factory specifications as well as the cost of freight, FOB Destination prepaid.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

FIRM FIXED-PRICE CONTRACT: The contract is a Firm Fixed-Price Contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.

SPECIAL TERMS AND CONDITIONS (Cont'd)

PLACEMENT OF ORDERS/PURCHASE ORDERS: Ordering entity is strongly encouraged to place orders as early as possible in the model year. Purchase Orders for item(s) listed in this contract will be placed directly with the contractor by the ordering agency. All purchases, issued by the ordering agency, will be placed using the official State of Ohio Purchase Order. The State will not be obligated to pay for purchases of any supplies or services, made by any other method. No order shall specify delivery to exceed thirty (30) days beyond the expiration, termination, or cancellation date of the contract. A Purchase Order will authorize the contractor to provide the required supplies or services and, upon delivery, acceptance and submission of a proper invoice, will obligate the ordering agency to pay for the supplies or services furnished by the contractor.

When applicable, purchase orders may be placed for delivery to the agency on a quarterly basis. Any orders issued prior to the expiration, termination, or cancellation date of the contract, which require delivery up to ninety (90) days beyond the approved expiration, termination, or cancellation date are to be fulfilled by the contractor.

ALL purchase orders placed against this contract are to contain verbiage exactly as to how the title, delivery instructions, etc. are to read, e.g.:

TITLE TO:	SHIP TO:	BILL TO:
AGENCY TAX NO. _____		
AGENCY _____	_____	_____
ADDRESS _____	_____	_____
CITY/STATE _____	_____	_____
COUNTY _____	CONTACT _____	TELEPHONE _____

In addition, list on each purchase order an agency contact person with phone number for dealer questions, delivery notification, etc., as shown above.

CERTIFICATE OF TITLE: The contractor must submit application for certificate of title within one (1) business day after delivery of vehicle(s) has been made to the ordering agency. The title shall be delivered within fifteen (15) days after delivery of vehicle(s) to the ordering agency.

ADVERTISEMENT: Dealer name and/or signs shall not be affixed to any part of the delivered police motorcycle and/or equipment.

VEHICLE DESIGN AND SAFTEY: The police motorcycle purchased and delivered are to comply with all current (at time of delivery) U.S. Federal Motor Vehicle Safety Standards (FMVSS), State regulations, requirements and other regulations applicable to the design and manufacture of police motorcycles.

SERVICE: The police motorcycle will be completely dealer serviced and conditioned as per the manufacturer's pre-delivery recommendations and all equipment is to be completely installed with all adjustments made which are required to prepare the police motorcycle for immediate and continuous operation upon delivery. Unit shall conform to all current Federal Safety Regulations including Occupational Safety & Health Administration (OSHA). All equipment not specifically stated shall be furnished.

SERVICE POLICY: The Contractor shall furnish the Manufacturer's Owner Service Policy with each police motorcycle delivered, or within three (3) days after the delivery of the police motorcycle(s). In addition, the Owner Service Policy shall be recognized and accepted and accepted by all authorized dealers within the boundaries of the State of Ohio regardless of the location of the district under which the police motorcycle is operated.

WARRANTY: Unless ordered with extended warranty, manufacturer's standard warranty shall apply plus any options installed on the police motorcycle at the time of order. A copy of warranty to be delivered with each police motorcycle purchased. Order will be considered incomplete until warranty is delivered. There may be cases of delay, in which the police motorcycles are not placed into operation by the ODPS until several weeks or months after acceptance. The normal warranty start date will become effective from the date the respective police motorcycle is actually placed into operation as evidenced by the ODPS records, rather than originating upon delivery. Upon request of the Contractor, ODPS shall provide documentation confirming such delays of placement of the police motorcycle into operation. The Contractor will be responsible for all expenses incurred for pick-up and return, or transportation and/or service calls, for repair of any of the equipment or components thereof, awarded as a result of this bid while said equipment is under warranty

SPECIAL TERMS AND CONDITIONS (Cont'd)

BID AUTOMOBILE LIABILITY CHECKLIST:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Contract Analyst (DPS050).

SPECIFICATIONSSCOPE:

These specifications define the State's requirements for 2016 police motorcycles to be utilized by the Ohio Department of Public Safety (ODPS), Ohio State Highway Patrol (OSHP) for the use of law enforcement work.

The following specifications detail police motorcycles that the ODPS intends to purchase for the OSHP Motorcycle Unit. For the purposes of this contract, a "new" police motorcycle has never been titled to an individual and does not have more than twenty-five (25) miles on the odometer.

REQUIREMENTS:

- A. The Contractor should have repair parts readily available at the dealer level. Adequate stock of repair parts must be maintained at the national level, unless otherwise agreed upon between the Contractor and ODPS/OSHP in advance. The Contractor must be able to supply the repair parts within two (2) working days of the request.
- B. The proposed police motorcycle must include all standard equipment for model year 2016 or manufacturer's current production model at no extra cost including, but not limited to, the specifications as stated herein and will be manufactured and sold as a law enforcement specific motorcycle.
- C. Standard equipment, including trim, decals and emblems are not to be removed from the police motorcycle, unless specified or requested from the ODPS. Upon delivery each police motorcycle shall be clean, serviced, conditioned, and ready for immediate and continuous operation.
- D. SPECIFICATION SHEET: Shown below are the specifications requirements for equipment that the State desires to purchase. Bidder signifies compliance or non-compliance with the specifications by indicating "YES" or "NO" in the Y/N column of this form and returning with the bid response. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the Department of Administrative Services. In detail, list all deviations/exceptions to the specifications in the bid response in the "EXCEPTIONS" column, if additional space is needed, please use a separate sheet to reference this information with the corresponding line number. Additional descriptive literature must be provided as necessary to explain/justify the exception to the specification. Failure to comply may deem the bid non responsive.

Line No.	STANDARD SPECIFICATION ITEMS (MINIMUM REQUIREMENTS)	Y/N	EXCEPTIONS:
ENGINE			
1.	Harley-Davidson standard displacement 103.1 cubic inches/1690 cc Electra Glide engine		
2.	Air cooled		
3.	Overhead valve		
4.	Two (2) cylinder		
5.	Chain driven camshafts		
6.	Fuel injection system		
7.	Minimum of one hundred (100) foot pounds of torque		
CLUTCH & TRANSMISSION			
8.	Nine (9) plate wet clutch or dry, single-plate design requiring disengagement for starter motor operation		
9.	Low effort hand levers		
10.	Six (6) forward speeds		
DIMENSIONS			
11.	Length: maximum of ninety-seven inches (97"); minimum of eighty-seven and eight tenths inches (87.8")		
12.	Height: maximum of sixty-one inches (61"); minimum of fifty-six and three tenths inches (56.3")		
13.	Ground Clearance: five and three tenths inches (5.3")		
14.	Wheelbase: maximum of sixty four (64"); minimum of fifty-eight and four tenths inches (58.4")		
EXHAUST			
15.	Chrome or stainless steel		
16.	Dual exhaust system or two into one exhaust system		
BRAKES			
17.	Disc brakes for both front and rear wheels		
18.	Anti-lock braking system		

SPECIFICATIONS (Cont'd)

Line No.	STANDARD SPECIFICATION ITEMS (MINIMUM REQUIREMENTS)	Y/N	EXCEPTIONS:
SUSPENSION			
19.	Designed to permit optimum handling conditions as required in law enforcement		
20.	Inclusive of telescopic front forks with cartridge style damping		
21.	Rear air-adjustable shocks		
WHEELS & TIRES			
22.	Cast aluminum wheels		
23.	Bead retention, four-ply, tubeless highway tires designed to remain on the wheel during a sudden loss of air pressure		
FUEL			
24.	Minimum fuel tank capacity of six (6) U.S. gallons with a minimum of one (1) gallon on reserve fuel capacity		
25.	Electric fuel pump		
26.	Low fuel light indicator		
ELECTRICAL SYSTEM FEATURES (NOMINAL 12-VOLT)			
27.	Chassis electrical		
28.	Battery: sealed, heavy-duty maintenance-free, twelve (12) volt, minimum rated capacity of twenty-eight (28) ampere hours (Battery Council International Rating), and two hundred seventy (270) cold cranking amps		
29.	Charging System: three-phase, fifty (50) amp high output alternator, solid state regulator		
30.	Twelve (12) Volt Starter: solenoid operated engagement with relay		
LIGHTING			
31.	Base light package to include engine guard lights (TIR-6's) and front red and blue flashing warning lights		
32.	LED emergency lighting		
33.	LED Day Maker Headlight (915) lumen low beam, (1570) lumen high beam, white		
34.	Turn signals: self-canceling type		
35.	Flashers: four-way, integrated into turn signal switches or other separate switch		
36.	Harley-Davidson brake light conversion kit (Part Number 68000123A)		
VISUAL DISPLAYS			
37.	Gauges: <ul style="list-style-type: none"> • Speedometer: analog or digital, calibrated, range 0-120 miles per hour (mph), re-settable trip meter • Odometer: calibrated, cumulative • Tachometer • Fuel level gauge • Oil pressure or oil temperature indicator on gauge 		
38.	Indicators: <ul style="list-style-type: none"> • Pursuit lamp indicator • Sight glass on brake master cylinders • Low fuel indicator lamp • Turn signal indicators • Neutral indicator • High beam indicator • Engine diagnostic light 		
SEAT			
39.	Deluxe solo special police type		
40.	Breathable material covering		
41.	Seat laden height: twenty-seven and three tenths inches (27.3") minimum; thirty-three and two tenths inches (33.2") maximum		
WEIGHT			
42.	Gross vehicle weight rating: minimum of one thousand, eighty-nine (1,089) pounds		

SPECIFICATIONS (Cont'd)

Line No.	STANDARD SPECIFICATION ITEMS (MINIMUM REQUIREMENTS)	Y/N	EXCEPTIONS:
WEIGHT (Cont'd)			
43.	Dry weight: six hundred seventy-nine (679) pounds minimum; eight hundred forty-nine (849) pounds maximum		
FAIRING AND WINDSHIELD			
44.	Fork mounted fairing		
45.	Breakaway Tinted Lexan ® Windshield, 10" Mid Profile (Part Number 57400225)		
SADDLEBAGS			
46.	Factory installed		
47.	Injection molded fiberglass		
48.	Water resistant		
49.	Law enforcement type injection Molded GTX, opens from the top		
EXTERIOR			
50.	Side stand: jiffy stand, rubber bumper design, and interlock		
51.	Foot boards or pegs: non-skid rubber pads		
52.	Engine guards: front engine guard and rear guard bars/saddlebag guards (Part Number 90200561)		
53.	Mirrors: two (2) with flashing LED police emergency lamps (Part Number 56000020)		
54.	Front Fender Airwing Fender Guard (Part Number 59600033)	N	Correct Harley Part Number 59600022
PERFORMANCE (MINIMUM PERFORMANCE STANDARDS BASED ON MICHIGAN STATE POLICE TESTING)			
55.	Maximum zero to sixty (0-60) mph time: five and a half (5.5) seconds		
56.	Maximum zero to one hundred (0-100) mph time: seventeen (17) seconds		
57.	Maximum top speed: one hundred thirty (130) mph		
58.	Maximum tested stopping distance from sixty (60) mph: one hundred forty-seven (147) feet		
POLICE PERFORMANCE PACKAGE TO INCLUDE THE FOLLOWING			
59.	Screamin' Eagle ® Twin Cam Performance Cam – Se 259E Cam Kit (Part Number 25482-10)		
60.	Screamin' Eagle ® High Performance Inner Cam Bearings (Part Number 24018-10)		
61.	Screamin' Eagle ® High Flow Air Breather for 58mm throttle body, EFI Models (Part Number 29515-08)		
62.	H-D Digital Technician Stage 4 Street Performance Download-50 State Legal		
63.	Screamin' Eagle ® High Flow Exhaust System with Street Cannon Mufflers (Part Number 64800043)		
64.	Screamin' Eagle ® 4" End Caps (Part Number 65100016)		
65.	Harley-Davidson Factory Security System (Part Number 68200-00D)		
66.	Heat grips (Harley-Davidson Part Number 56100034)		
67.	Screamin' Eagle ® Twin Cam Performance Assist and Slip Clutch Kit (Part Number 37000026)		
68.	Screamin' Eagle ® Stage 4 Authorized H-D Dealer installed Engine Performance Upgrade Kit with all required Engine Gaskets (Part Number 92500011)		
69.	Screamin' Eagle ® Pro High Flow Injector Kit (Part Number 27796-08)		
SERVICE			
70.	Set-up and labor: removal and disposal of delivery crate, windshield installation, addition of fluids, battery hood up, clean up, etc.		
71.	Intervals: first one thousand (1,000) miles and then every five thousand (5,000) miles thereafter, dependent upon manufacturer's recommendation		Any Authorized Harley-Davidson Dealership Can Provide These Services, Not Required To Return To Selling Dealership.

SPECIFICATIONS (Cont'd)

Line No.	STANDARD SPECIFICATION ITEMS (MINIMUM REQUIREMENTS)	Y/N	EXCEPTIONS:
ADDITIONAL INFORMATION			
72.	Key: one key fits all locks; two (2) sets of keys		
73.	Fuel at Delivery: Full Tank		
74.	Owner's manual to be delivered with each police motorcycle		
75.	Each police motorcycle to be delivered with the low maintenance electrolyte battery installed		
76.	Electronic ignition		
77.	Industrial grade, high quality electrical accessory connectors		
78.	Water-resistant switches		
79.	Horn: sound level audible above police motorcycle and traffic noise for a minimum of two hundred (200) feet		

PRICE SCHEDULE

DELIVERY: 30-90 DAYS A.R.O. (SEE III)	INDICATE CITY/STATE OF MANUFACTURER: PA
CONTRACTOR: NSJ Motorsports d.b.a. Harley-Davidson of Cincinnati	MODEL: NEW, MODEL YEAR 2016 OR MANUFACTURER'S CURRENT PRODUCTION MODEL, HARLEY-DAVIDSON FLHTP ELECTRA GLIDE POLICE MOTORCYCLE
ITEM ID NO.: 29200	UNIT PRICE: \$ 23,233.32

ITEM ID NO.	DEALER OPTION/ORDER CODE	OPTION	UNIT COST
29201		Additional 12 Month Warranty	\$ 967.00
29202	54179-10 WHITE	Harley-Davidson Police Tour Pak System	\$ 974.96
29203	54180-10 BLACK	Harley-Davidson Police Tour Pak System	\$ 974.96
29204	53196-09	Tour Pak Mounting Adaptor Plate	\$ 82.46
29205	57400225	10" Low Profile Windshield	\$ 101.96
29206	57400224	15" Tall Profile Windshield	\$ 101.21
29207		Brilliant Silver Color Upgrade	\$ 450.00

CONTRACTOR'S INDEX

CONTRACTOR AND TERMS:



06927
NSJ Motorsports d.b.a. Harley-Davidson of Cincinnati
1799 Tennessee Ave.
Cincinnati, OH 45229

CONTRACTOR'S CONTACT: Rick Krummen

Preferred Method of receiving Purchase Orders:

CONTRACT NO.: OT903816 - 1

DELIVERY: See Price Schedule

TERMS: Net 30 Days

Telephone: (513) 641-1188
FAX: (513) 482-2761
E-mail: sales@harley-davidsonofcincinnati.com

FAX: (513) 482-2761
