



**CITY OF SPRINGFIELD, MISSOURI  
DIVISION OF PURCHASES  
INVITATION FOR BID #016-2010**

**THIS IS NOT AN ORDER**

**RETURN**

**TO:** Mike Bell, Buyer  
City of Springfield  
Division of Purchases  
218 E. Central  
Springfield, MO 65802

Date Issued: August 17, 2009  
Buyer's Email: mbell@springfieldmo.gov  
Telephone Number: 417-864-1594  
Fax Number: 417-864-1927  
**DUE DATE: AUGUST 27, 2009**

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SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO **3:00 P.M. ON THURSDAY, AUGUST 27, 2009**. Bids will be opened by the buyer at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the IFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**

You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

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**DESCRIPTION**

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**HARLEY-DAVIDSON POLICE MOTORCYCLE LEASE**

*See attached General Conditions, Specifications, and Bid Form for detailed information.*

DELIVERY: F.O.B. DESTINATION

*The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.*

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It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the Division of Purchases if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Division of Purchases not later than three (3) days prior to the bid opening date.

**CITY OF SPRINGFIELD  
INSTRUCTION TO BIDDERS**

**01. Opening Location**

The Bids will be opened at the City of Springfield, Division of Purchases, 218 E. Central, Springfield, MO 65802 in the presence of Purchasing officials at the due date and time indicated on the IFB. All bidders or their representatives are invited to attend the opening of the IFB.

**02. IFB Delivery Requirements**

Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the Division of Purchases for receipt on or before the due date and time indicated. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Division of Purchases office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids may be mailed to the Division of Purchases and accepted if the signed bid form and required information was mailed and received prior to the due date and time. Bids sent by email will not be accepted.

**03. Sealed and Marked**

If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the Invitation for Bid number and addressed to:

City of Springfield  
Division of Purchases  
218 E. Central  
Springfield, MO 65802

**04. Legal Name and Signature**

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

**05. Corrections**

No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.

**06. Clarification and Addenda**

Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the Division of Purchases in writing or through email. The Division of Purchases shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Division of Purchases at phone number 417-864-1620, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Bid at: [www.springfieldmo.gov/egov/finance/bid\\_center.html](http://www.springfieldmo.gov/egov/finance/bid_center.html)

**07. IFB Expenses**

All expenses for making Bids to the City are to be borne by the bidder.

**08. Irrevocable Offer**

Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

**09. Responsive and Responsible Bidder**

To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

**10. Reserved Rights**

The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

**11. The Right to Audit**

The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.

## **12. Applicable Law**

All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.

## **13. Right to Protest**

Appeals and remedies are provided for in the City Procurement Regulations. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.

Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

## **14. Ethical Standards**

With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids. A copy of the City's General Ethical Standards is available at the Division of Purchases.

## **15. Collusion**

By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:

- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

## **16. Contract Forms**

Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

## **17. Liability and Indemnity**

- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
- c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

## **18. IFB Forms, Variances, Alternates**

Bids must be submitted on attached City IFB forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

## **19. Bid Form**

All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

**20. Modifications or Withdrawal of Bid**

A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

**21. No Bid**

If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

**22. Errors in Bids**

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.

**23. Prices Bid**

Give both unit price and extended total. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable.

**24. Discounts**

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining award(s).

**25. Descriptive Information**

All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

**26. Deviations to Specifications and Requirements**

When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

**27. Samples (if required)**

For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.

- a. The samples submitted by bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
- b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.
- c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.
- d. All samples packages shall be marked "Sample for Division of Purchases" and each sample shall bear the name of the bidder, item number, Bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.

**28. Quality Guaranty**

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

**29. Quality Terms**

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

**30. Tax-Exempt**

The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12493651.

### **31. Awards**

- a. *Unless otherwise stated in the Invitation for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.*
- b. *As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.*
- c. *Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.*

### **32. Authorized Product Representation**

*The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.*

### **33. Regulations**

*It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.*

### **34. Termination of Award**

*Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.*

### **35. Royalties and Patents**

*The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.*

### **36. Equal Employment Opportunity Clause**

*The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.*

### **37. Bid Tabulation**

*Bidders may request a copy of the bid tabulation of the Invitation for Bid.*

### **38. Budgetary Constraints**

*The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.*

### **39. Additional Purchases by Other Public Agencies**

*The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.*

### **40. Order of Precedence**

*Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.*

### **41. Affidavit for Service Contracts**

*The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.*

### **42. Inspection and Acceptance**

*No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.*

**CITY OF SPRINGFIELD  
INVITATION FOR BID #016-2010  
GENERAL TERMS AND CONDITIONS**

1. **Term:** Lease term shall be for one year beginning on the date of delivery and acceptance of each motorcycle and exchange of police package as requested. The City may, at its option, extend the contract for up to two additional one-year terms. Any extension of this contract will include the exchange for subsequent year model (new) motorcycles.

2. **Escalation/De-Escalation:** Bid prices shall remain firm for a period of one year from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.

All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least 60 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

3. **Quantity:** Eight (8) motorcycles is the standard fleet quantity historically provided; however, the City may increase or decrease the annual quantity to meet on-going operational requirements and budget.

4. **Purchasing Card Program:** The City has implemented a purchasing card program through Commerce Bank, using the Visa network. Bidders may receive payment from the purchasing card in the same manner as other Visa purchases. Bidders should have the ability to accept Visa.

City departments will be encouraged to use purchasing cards to order from this annual contract. In the event the department does not use a purchasing card, a written purchase order will be issued.

5. **Payments:**

5.1 **Motorcycle Leases:** The City shall pay for all motorcycles leased for the contract term an annual lump sum following delivery and acceptance by the City and upon presentation of proper itemized invoice.

5.2 **Police Equipment Exchange:** The City will pay net thirty (30) days for the exchange of the Police Emergency and Safety equipment following completion of the work, upon presentation of proper itemized invoice.

5.3 **Annual Maintenance:** The City will pay net thirty (30) days for work performed as required and approved by the City.

7. **Definition:** Due to the nature of the work and services requested, the terms “Contractor” and “Lessor” shall be used interchangeably.
8. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Springfield for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.
9. **Termination for Convenience:** The City shall have the right by written notice to Contractor (Lessor) to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event, the City shall not be liable to Contractor except for work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the canceled portions of the contract, including a reasonable allowance of profit applicable to the work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor. The Contractor shall make every effort to mitigate cost to the City. Payments due the Contractor resulting from termination of contract pursuant to this paragraph shall be offset by any progress payments made by the City to the Contractor.

**CITY OF SPRINGFIELD  
INVITATION FOR BID #016-2010  
SPECIFICATIONS/SCOPE OF WORK**

1. **Purpose:** The City wishes to establish a lease exchange program for Harley-Davidson Police Motorcycles which shall include the removal of Police specialty equipment from existing motorcycles and re-installation to the new leased motorcycles and annual maintenance as required during the term of the contract.
2. **History:** The Springfield Police Department has established the standard for the lease of Harley-Davidson Police Motorcycles in accordance with requirements set forth by the Manufacturer and through cooperative agreements established with their dealers. The City currently leases eight (8) motorcycles under a lease exchange program. Due to the nature of the delivery timeframes, the current lease terms are staggered; expiring between October 15, 2009 and November 19, 2009. The City will require new motorcycles for lease during this time frame.
3. **New Equipment:** All motorcycles and equipment shall be new and the manufacturer's standard model of the latest design in current production. The equipment shall comply with the specifications set forth herein and shall include all standard features and comply with all performance specifications as advertised or otherwise represented by the Contractor and Manufacturer.

4. **Specifications:** *No Exceptions*

4.1 Reference: 2010 Harley-Davidson FLHP (Windshield) Road King Solo Law Enforcement Motorcycles

5. **Scope of Work:** Minimum Requirements.

5.1 **The Contractor:** The Contractor shall provide the following:

5.1.1 **Motorcycle Leases:** Lessor shall enter into a one (1) year Lease Agreement with option to extend for two additional one years with the City of Springfield (Lessee) for new Harley-Davidson Motorcycles equipped with the required Police Package components and accessories as required. Some accessories may be provided by the City for such application. All motorcycles and equipment are subject to inspection and acceptance by the City. It is the intention of the City that this document along with a duly executed Purchase Order, serve as the sole contract for the lease agreement.

5.1.1.1 Lessor shall provide to the Purchasing Division and the City's Risk Manager a complete list of the motorcycles being provided prior to the delivery of new motorcycles and any exchange of equipment. The list shall describe each motorcycle by year, make, model, and serial (VIN) number, actual odometer reading, and scheduled time/date of exchange delivery.

5.1.2 **Police Equipment Exchange:** Contractor shall provide full service at the firm fixed rates established herein for the exchange of all Police Emergency and Safety Equipment, Components, and Accessories provided by the City from the current lease motorcycles to the new lease motorcycles. This includes: Intersection Lights (red/blue that attach to the crash bars), Siren, Electrical Control Box (that mounts on the back of the bike), and Radio Wiring/Quick Connects, and Push to Talk Button (this provides portable radio plug in access). This shall include all materials and labor to perform the exchange. In the event the lease is not renewed, Contractor shall remove City owned equipment from the bikes at the same firm, fixed rates.

**5.1.3 Local Service Facility:** Due to down time for round-trip transportation and performance of required maintenance and repair, the successful Lessor must have full service facilities physically located within 75-miles from the City of Springfield's City Limits. All Lessor provided services shall be conducted on-site at the Lessor's facility, unless otherwise mutually agreed to between Lessor and the City.

**5.1.4 Motorcycle Operator Familiarization:** Contractor shall provide "hands on" basic instructions to the Springfield Police Department Motorcycle Training Instructors regarding the general mechanical operation and preventative maintenance service required by the manufacturer. This will provide the basic mechanical operational knowledge for training new officers that enter the motorcycle section of the Police Traffic Division anytime during the lease term. The Springfield Police Department shall have sole responsibility for training its motorcycle officers regarding general operational requirements and driving operation of the motorcycles.

## **5.2 The City:**

**5.2.1 Motorcycle Leases:** The City as Lessee shall enter into a one year Lease Agreement with the Lessor in coordination and cooperation with the manufacturer, Harley-Davidson Motor Company, to lease new motorcycles.

**5.2.2 Police Equipment Exchange:** The City shall be responsible for providing existing motorcycles along with necessary Police emergency and specialty equipment, components, and/or accessories to the Lessor for removal and installation. Lessor shall provide full installation services for the removal of said equipment from the existing motorcycles and the re-installation of equipment on the new motorcycles prior to acceptance.

**5.2.4 Motorcycle Service:** The City, at its own time and expense, shall drive or otherwise transport the leased motorcycles to the Lessor's facility for any/all services, as required, at anytime during the term.

**5.2.5 Motorcycle Operator Familiarization:** As new Motorcycle Training Instructors are assigned by the Springfield Police Department, the City will send them to the Contractor's facility for a "hands on" basic instruction regarding the general mechanical operation and preventative maintenance service required by the manufacturer. The Police Motorcycle Instructors will train new motorcycle officers, as required during the term.

**5.2.6 Insurance:** The City shall provide and maintain Liability, Collision and Comprehensive Insurance on each leased vehicle.

**CITY OF SPRINGFIELD  
 BID FORM – PROPOSAL  
 IFB #016-2010**

SUBMITTED BY \_\_\_\_\_  
 Company Name

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.  
 The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Springfield, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1.	8 each	<p><b>2010 Harley-Davidson FLHP Motorcycle (Windshield) Road King Solo Law Enforcement Motorcycle Lease:</b> in accordance with this Invitation for Bid.</p> <p><b>Delivery:</b> _____ days after date of order</p>	\$ _____/yr	\$ _____/yr
2.	8 each	<p><b>Remove and Re-install Police Package Equipment on Motorcycles:</b> Equipment shall include Police Emergency and Safety equipment, components, and accessories necessary for a complete police package as described in specifications. Equipment may be existing Equipment or new. Exchange/installation shall be completed prior to final delivery of motorcycles to the City and is subject to inspection and acceptance.</p> <p><b>Removal</b> of Police Package from existing bikes:</p> <p><b>Re-install</b> Police Package on new bike:</p> <p><b>Time of Completion:</b> Removal and re-install shall be complete within _____ hours after receipt of current motorcycles for exchange from the City.</p>	<p>\$ _____/ea</p> <p>\$ _____/ea</p>	<p>\$ _____</p> <p>\$ _____</p>
3.	8 each	<b>Annual Routine Motorcycle Maintenance:</b> as required, in accordance with manufacturer's scheduled		

	<p>maintenance requirements:</p> <p><b>Time of Completion:</b> All work shall be completed within 24 hours of delivery of bike to the shop.</p> <p>Maintenance term shall run concurrently with motorcycle lease.</p>	<p>\$ _____/ea</p>	<p>\$ _____</p>
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DELIVERY: F.O.B. DESTINATION

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days, Net \_\_\_\_\_ Days



**CITY OF SPRINGFIELD  
STATEMENT OF "NO BID"  
IFB #016-2010**

**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES  
TO DO SO.**

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB #016-2010** FOR **HARLEY-DAVIDSON POLICE  
MOTORCYCLE LEASE** FOR THE FOLLOWING REASON(S):

\_\_\_\_\_ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY  
(PLEASE EXPLAIN BELOW).

\_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

\_\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

\_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS.

\_\_\_\_\_ UNABLE TO MEET INSURANCE REQUIREMENTS.

\_\_\_\_\_ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

\_\_\_\_\_ OTHER (PLEASE SPECIFY BELOW).

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_