

**CITY OF ANN ARBOR  
INVITATION TO BID**



**TWO WHEELED POLICE MOTORCYCLES**

**ITB No. 4646**

**Due Date: October 27, 2020 at 10:30 a.m. (Local Time)**

City Administration  
Fleet & Facilities Unit

Issued By:

City of Ann Arbor  
Procurement Unit  
301 E. Huron Street  
Ann Arbor, MI 48104

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**ATTACHMENTS**

- City of Ann Arbor Standard Purchase Order Terms and Conditions*
- City of Ann Arbor Vendor Conflict of Interest Disclosure Form*
- City of Ann Arbor Non-Discrimination Ordinance Declaration Form and Notice*

## INSTRUCTIONS TO BIDDERS

### General

Work to be done under this Contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

Any Bid which does not conform fully to these instructions may be rejected.

### Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on an "Alternate" section of Bid form.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

### Questions or Clarification on ITB Specifications

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before **October 19, 2020 @ 4:00 p.m.** and should be addressed as follows:

Specification/Scope of Work questions emailed to [mjkulhanek@a2gov.org](mailto:mjkulhanek@a2gov.org)  
Bid Process and Compliance questions emailed to [CSpencer@a2gov.org](mailto:CSpencer@a2gov.org)

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of **Colin Spencer, [cspencer@a2gov.org](mailto:cspencer@a2gov.org)** after discovery as possible. Further, the contractor and/or service provide shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

### Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) and/or City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org) for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

## Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **Tuesday, October 27, 2020 @ 10:30 a.m.** Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and two (2) Bid copies in a sealed envelope clearly marked: **ITB No. 4646 – Two Wheeled Police Motorcycles.**

### **Bids must be addressed and delivered to:**

City of Ann Arbor  
Procurement Unit,  
c/o Customer Services, 1<sup>st</sup> Floor  
301 East Huron Street  
P.O. Box 8647  
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

**The following forms provided within this ITB Document must be included in submitted bids.**

- **City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**
- **Vendor Conflict of Interest Disclosure Form**

**Bids that fail to provide these forms listed above upon bid opening will be rejected as non-responsive and will not be considered for award.**

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule of City Hall which is open to the public at all hours. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

## Award

The City intends to award a Contract(s) to the lowest responsive and responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the Contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing Bids, the City will give consideration to alternate Bids for items listed in the bid forms. All key staff and subcontractors are subject to the approval by the City.

## Official Documents

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on [www.MITN.info](http://www.MITN.info) and obtain an official Bid.

## Taxes

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder with tax exemption certificates when requested.

## Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of sixty (60) days specified in the Advertisement.

## Human Rights Information

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

## Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a

disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

## Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

## Disclosures

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

## Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the intent to award action. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

## Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

## Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

## INVITATION TO BID

City of Ann Arbor  
Guy C. Larcom Municipal Building  
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements, Vendor Conflict of Interest Form, Instructions to Bidders, Bid Forms, Purchase Order (or Agreement) Terms and Conditions, General Conditions, Detailed Specifications, and all Addenda, and understands them. The Bidder declares that it conducted a full investigation of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered \_\_\_\_\_, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract. The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

(This Space Intentionally Left Blank)

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Official Address

\_\_\_\_\_  
(Print Name of Signer Above)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address for Award Notice



## LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

\* A corporation organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the office title of \_\_\_\_\_, whose signature is affixed to this Bid, is authorized to execute contracts.

**NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority**

• A limited liability company doing business under the laws of the State of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

\* A partnership, organized under the laws of the State of \_\_\_\_\_ and filed in the county of \_\_\_\_\_, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

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\* An individual, whose signature with address, is affixed to this Bid: \_\_\_\_\_ (initial here)

**Authorized Official**

\_\_\_\_\_ **Date** \_\_\_\_\_, 2020

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Email \_\_\_\_\_

**BID FORM**

Section 1 – Schedule of Prices

Company: \_\_\_\_\_

Project: **Two Wheeled Police Motorcycles, ITB – 4646**

Quantity: **Four Motorcycles**

Police Motorcycles – Please indicate the requested information listed below:

Model Year: \_\_\_\_\_

Model: \_\_\_\_\_

Mfg. By: \_\_\_\_\_

Supplied By: \_\_\_\_\_

Motorcycle Rated Radar Model: \_\_\_\_\_

Mfg. By: \_\_\_\_\_

Supplied By: \_\_\_\_\_

P.A. Compatible Siren Model: \_\_\_\_\_

Mfg. By: \_\_\_\_\_

Supplied By: \_\_\_\_\_

Price per Motorcycle as specified \$ \_\_\_\_\_

**Grand Total for Four Police Motorcycles**

**TOTAL BID** \_\_\_\_\_

**CERTIFICATION:** We hereby certify that unless otherwise stated the "Two Wheeled Police Motorcycles" in the bid are new, in unused condition and will meet or exceed your specifications in every respect.

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Authorized Representative's Signature

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Printed Name

**BID FORM**

Section 2 - Delivery and Service

**DELIVERY PROCEDURE OF COMPLETE UNIT:** Units must be delivered ready for immediate operation. This includes oil in engine, oil filter filled, plastic removed, tools and equipment mounted, etc., and unit thoroughly washed.

The above service will be performed by: \_\_\_\_\_

**DELIVERY:** Delivery of the four Police Motorcycles is desired as soon as possible. At a minimum the units should be delivered within 90 calendar days after receipt of purchase order.

\_\_\_\_\_ We can meet delivery schedule.

\_\_\_\_\_ We cannot meet the above delivery schedule, but we offer the following:

\_\_\_\_\_  
\_\_\_\_\_

**NOTE:** The City of Ann Arbor reserves the right to reject bids which offer an unsatisfactory delivery schedule.

**DELIVERY LOCATION:** The vehicle as specified should be delivered F.O.B. Destination, freight prepaid to the following location:

City of Ann Arbor  
Fleet & Facilities Unit  
4251 Stone School  
Ann Arbor, MI 48108

**PARTS AVAILABILITY:** Repair parts are should be available within 24 hours after order.

\_\_\_\_\_ We can meet delivery.

\_\_\_\_\_ We cannot meet the **24** hour limit, but offer the following: \_\_\_\_\_

\_\_\_\_\_

**NOTE:** The City of Ann Arbor reserves the right to reject low bids which do not offer satisfactory parts availability.

**PARTS DISCOUNT:** Vendor shall allow a \_\_\_\_\_% discount on parts, which are not covered during the warranty period or after the warranty, has expired.

**SERVICE AVAILABILITY:** Vendor hereby certifies that service is available for the units quoted in this ITB, within 24 hours after a request is made:

\_\_\_\_\_ We can meet service schedule.

\_\_\_\_\_ We cannot meet the service schedule, but offer the following: \_\_\_\_\_

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**SERVICE LOCATION:** The above services will be performed by:

\_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

The vendor is open for hours of business (service only) from \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M., telephone number: \_\_\_\_\_ for service calls.

**NOTE:** The City of Ann Arbor reserves the right to reject low bids which offer unsatisfactory service availability or service location.

**BID FORM**

Section 3 – Warranty and Training

**WARRANTY:** The motorcycles shall be warranted a minimum of thirty-six (36) months / 60,000 miles of actual use or the manufacturer's standard warranty if greater.

The Police Motorcycles quoted in this ITB are guaranteed for \_\_\_\_\_ months / \_\_\_\_\_ miles of actual use.

**TRAINING:** The winning vendor shall hold a training seminar at a time agreed to by both The City of Ann Arbor and Vendor on the proper operation and all safety practices that need to be followed when operating these motorcycles for all current employees using the vehicles.

In addition, the vendor shall arrangement training for a minimum of two (2) mechanics from the Fleet & Facilities Unit to attend a factory sponsored maintenance and repair classes for the brand of motorcycle offered.

\_\_\_\_\_ Yes, we will provide training at No Charge

\_\_\_\_\_ No, we cannot provide training at no charge but will provide it for a total charge of \$ \_\_\_\_\_.

Please indicate what is provided for total training charge listed above:

Registration \_\_\_\_\_

Travel \_\_\_\_\_

Lodging \_\_\_\_\_

Meals \_\_\_\_\_

## **GENERAL CONDITIONS**

### **PROJECT SUMMARY**

The City of Ann Arbor is looking for a single vendor to provide four two wheeled Police motorcycles in accordance with the specifications provided in this documentation.

### **BASIS OF DESIGN/ USE OF SPECIFIC PARTS OR EQUIPMENT**

The City of Ann Arbor has noted manufacturer and model information throughout the detailed specifications as "basis of design." These manufacturer's and models are acceptable to the City or the vendor can provide an equivalent or better product. The City of Ann Arbor shall be the sole decision maker on an "equivalent" product. The City has noted "No substitutions" on certain products or components throughout the detailed specifications. As the City is standardizing certain components in our Fleet, a manufacturer or model noted as "No substitution" **must** be provided as specified.

### **DELIVERY**

Equipment is to be delivered, with the cost included in the base bid, to the City of Ann Arbor Wheeler Service Center, Fleet Garage, located at 4251 Stone School Road, Ann Arbor, MI.

### **DOWN PAYMENTS**

Any bid proposal submitted which requires a down payment or prepayment of any kind prior to delivery and acceptance of the item, as being in conformance with the specifications will not be considered for award.

### **MANUALS**

Successful vendor to provide one complete set of service, parts, operations and maintenance manuals per unit. Wiring schematics, service manuals and operator's manuals shall be supplied in printed form. Parts manuals will be acceptable on CD.

### **PURCHASE ORDER**

The successful bidder will be issued a purchase order from the City of Ann Arbor, which will create a bilateral contract between the City and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with the specifications and the terms and conditions of the purchase order.

The terms and conditions of the Purchase Order are provided herein.

**DETAILED SPECIFICATIONS**  
**Two Wheeled Police Motorcycles**

**The delivered unit MUST meet or exceed all MIOSHA Standards in place at the time of delivery.**

<b><u>QUANTITY</u></b>	<b><u>DESCRIPTION</u></b>	
Four (4)	NEW 2020 OR 2021 BMW MODEL R-1250 RT-P MOTORCYCLE DESIGNED AND BUILT FOR THE USE BY LAW ENFORCEMENT AGENCES OR APPROVED EQUALS TO BE EQUIPPED AS FOLLOWS:	
<b>ITEM</b>	<b>SPECIFICATION</b>	<b>MEETS SPECIFICATIONS?</b>
<b><u>OPERATORS COMPARTMENT:</u></b>	Operator's area to include: Front fairing with motorized windshield. Water proof, heated seat with height adjustment. Heated hand grips. Note pad holder. Full color TFT dashboard with adjustable angle to eliminate glare, and at a minimum the following High/Low indicator, Speedometer, RMPs, turn signal indicator, radio head mounting bracket.	_____ Yes _____ No
<b><u>ENGINE:</u></b>	2 cylinder, 4 valve head, twin motor with a minimum of 1,000 cc displacement and 125 bhp @7,500 rpm.	_____ Yes _____ No  _____ CC _____ BHP  At _____ RPM.
<b><u>COOLING SYSTEM:</u></b>	Engine cooling system shall include a combination of liquid and air cooling with an air flow management that directs engine heat away from operator.  Engine to be equipped with factory installed thermostatically-controlled radiator cooling fan	_____ Yes _____ No  _____ Yes _____ No



<p><b><u>TRANSMISSION:</u></b></p>	<p>Minimum of Six Speed using constant mesh gear design with neutral indicating light easily visible to operator.</p> <p>A curb side rocker type foot shift lever designed to be operated by toe or toe and heel and shall not interfere with normal foot position on foot peg or board</p> <p>Foot shift lever shall be adjustable for size of rider's boot</p> <p>Shift pattern shall be as follows: Neutral located between first and second gears, shall shift down from neutral to first gear and up from neutral to second, third, fourth, fifth, etc.</p> <p>8 plate, self-energizing, Wet Clutch with self-adjusting hydraulic actuation. Operated by a curb side hand lever that shall be adjustable to the size of operator's hand.</p>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>
<p><b><u>SAFETY CONTROLS:</u></b></p>	<p>The motorcycle MUST be equipped with the manufactory's latest Traction Control system. the system must include at a minimum:</p> <p>Anti-Slip Control</p> <p>Tire Pressure Monitoring</p>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>
<p><b><u>BRAKES:</u></b></p>	<p>Linked or partially linked braking system with the manufacturer's most current anti-lock braking system for the motorcycle.</p> <p>Front brakes shall be dual disks; hand operated from the street side handlebar and will be adjustable to fit the operator.</p> <p>Rear brake shall be single disk with foot brake lever on street side of Motorcycle.</p> <p>Brake pedal shall incorporate a non-skid pedal surface or pad. Foot pedal and linkage shall be designed and located so that full travel of pedal or rider's foot shall be such that brake can be applied without lifting heel from the, footrest/footboard.</p>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>
<p><b><u>SUSPENSION:</u></b></p> <p>Front Forks</p>	<p>Hydraulic design front forks to be adjusted to permit the shortest possible turning radius with handling characteristics for police service. Fork pre-load shall not be gas pressure adjustable.</p>	<p>_____ Yes _____ No</p>
<p>Rear Springs</p>	<p>Swinging arm type rear fork shall have integral coil springs and hydraulic/gas shock absorbers. Rear shock absorbers shall have provision for adjustment to accommodate rider's weight</p>	<p>_____ Yes _____ No</p>

<p><b><u>ELECTRICAL SYSTEM:</u></b></p>	<p>Heavy duty 540 watt alternator, producing a minimum of 25A at recommended engine idle speed (without special police equipment in operation)</p> <p>Dual heavy duty gel batteries, one for the operation of the motorcycle and anti-lock brake system, and one auxiliary battery connected to a minimum of 8 fused circuits for the operation of specialized police equipment.</p> <p>Both batteries shall be linked to recharge from the central alternator during motor operation.</p> <p>An electrical management system shall disengage the auxiliary battery when the engine is not running (or producing current) to enable all special police equipment to draw only from the auxiliary battery, thereby preserving the primary battery to enable reliable restarting.</p> <p>The electrical system shall allow the emergency lighting and police equipment to operate with the ignition key removed from the cycle.</p>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>
<p><b><u>LIGHTING:</u></b></p>	<p>The Motorcycle must be equipped with the manufactures “Full Light Package” All emergency lights must be LEDs and wired to a single, handle bar mounted control switch.</p> <p>The “Full Light Package” must at a minimum include the following components:</p> <p><b><u>Street Side Front module</u></b> consisting of three red/blue combination light assemblies, one forward facing, one 10-degree off set, and one 90-degree off set. Plus one white take down light assembly and one white alley light assembly.</p> <p><b><u>Rear Module</u></b> consisting of four red/blue combination light assemblies, two rear facing, one curb side facing, and one street side facing. Plus an auxiliary duplex assembly with two red/blue light assemblies, both rear facing.</p> <p>High mounted, auxiliary LED brake and taillight assembly with intergraded rear and side facing LED turn signals</p> <p>Dual element low beam and single element high beam, quartz halogen head lights. Head light’s high/low beams shall wig wag when emergency lights are activated.</p>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>
<p><b><u>SIREN:</u></b></p>	<p>Code 3 brand, 120 db, Public Address compatible, siren with handle bar mounted controls.</p> <p>A wireless Push to Talk (PTT) system with handle bar mounted rocker switch that allows the operator’s helmet mounted microphone to operate both Public Address system and Motorola radio.</p>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>

<p><b><u>STORAGE:</u></b></p>	<p>Two, top opening, composite saddle bags with a minimum capacity of 23 liters each. Saddle bags lid must be lockable and sealed from moisture and dirt. A glove-friendly rear latch shall allow operator to open lid while seated on motor. Latch secures lid without requirement to lock / key lock standard for security.</p> <p>Behind seat there shall be a lockable integrated radio storage box with grounded base suitable for mounting of police radio / video system / etc.</p>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>
<p><b><u>RADAR:</u></b></p>	<p>One Kustom K-brand radar, including one front facing antenna, one remote control, and one Kustom Radar display head. Radar Must be rated for use on Motorcycles</p>	<p>_____ Yes _____ No</p>
<p><b><u>WHEELS:</u></b></p> <p>Front</p> <p>Rear</p>	<p>3.5 X 17" cast Aluminum with MTH@ rim profile</p> <p>5.50 X 17" cast Aluminum with MTH@ rim profile</p>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>
<p><b><u>TIRES:</u></b></p> <p>Front</p> <p>Rear</p>	<p>120/70 ZR 17 Michelin Pilot Road 4</p> <p>180/55 ZR 17 Michelin Pilot Road 4</p>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>
<p><b><u>MISCELLANEOUS:</u></b></p>	<p>Center service stand permanently fitted to motor, raising one wheel off the ground when deployed, to enable operator to rotate - check condition of either tire.</p> <p>Three sets of ignition key for each unit</p> <p>Motorcycle dust cover</p> <p>Motorcycle MUST include <u>ALL Factory Standard</u> equipment plus any optional equipment listed in these specifications.</p>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>
<p><b><u>MANUALS:</u></b></p>	<p>One operation manuals, one service manual, and one parts manual for each of the following</p> <p><b>Engine</b></p> <p><b>Electrical System</b> (must include wiring diagram)</p> <p><b>Body and Frame</b></p> <p>All manuals shall including manufactures, parts break downs and part numbers for all hydraulic cylinders</p> <p><b><u>NOTE:</u></b> Note: The City reserves the right to withhold a minimum of <b>\$500.00</b> from payment until all manuals are supplied</p>	<p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p> <p>_____ Yes _____ No</p>

## City of Ann Arbor: General Terms and Conditions

The following General Terms and Conditions shall apply.

**Tax Exemption:** The City of Ann Arbor is tax exempt, ID# 38-6004534.

**Acceptance of Contract:** This order is the City's contract to purchase the goods and services described on the reverse front side of this document from the Vendor. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this purchase order. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made part hereof.

**Amendments:** No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent.

**Delivery:** All prices must be F.O.B. delivery point. Time is of the essence on this contract. If delivery dates cannot be met, the Vendor agrees to advise the City, in writing of the earliest possible shipping date. The City reserves the right to cancel or purchase elsewhere and hold the Vendor accountable.

**Risk of Loss:** Regardless of F.O.B. point, the Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to delivery or acceptance by the City, whichever is later. No such loss, injury, or destruction shall release the Vendor from any obligations hereunder.

**Inspection:** Goods and materials must be properly packaged. Damaged goods and materials will not be accepted. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. All rejected goods shall be returned to the Vendor at no cost to the City, whether the damage is readily apparent at the time of delivery or later. The City's acceptance is conditioned on such inspection.

**Patents and Copyrights:** If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

**Uniform Commercial Code:** All applicable portions of the Michigan Uniform Commercial Code shall govern contracts for goods with the City of Ann Arbor; except as modified by contract documents.

**Non-waiver of Rights:** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**Material Safety Data Sheets:** Applicable Material Safety Data Sheets, in compliance with OSHA/MIOSHA hazard communication regulations/standards, must be provided by the Vendor to the City at the time of purchase.

**Assignments:** The Vendor agrees not to assign or transfer this contract or any part thereof without the written consent of the City of Ann Arbor, acting through its authorized representative. Any unauthorized assignment may subject the contractor to immediate termination.

**Laws Governing, Severability:** This contract shall be governed by and construed according to the laws of the State of Michigan. Vendor agrees to submit to the jurisdiction and venue of the Circuit Court of Washtenaw County, MI, or if original jurisdiction is established, the U.S. District Ct. for Eastern District of MI, Southern Division. The Vendor stipulates venues referenced are convenient and waives any claim of non-convenience. If any term herein is found to be ineffective, unenforceable or illegal under any present or future laws, such term shall be fully severable, and the remaining terms shall not be affected and shall remain full force and effect.

**Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage requirements and/or the Davis-Bacon Act as amended.

**Living Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the City of Ann Arbor's Living Wage Ordinance as defined in Chapter 23, Section 1:811-1:821.

**Non-Discrimination:** It shall be the responsibility of the Vendor to comply, when applicable, with, all State, Federal and Local non-discrimination laws, including MCL 37.2209 and Section 9:158 of the City Code.

**Indemnification:** To the fullest extent permitted by law the Vendor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result from any act or omission, associated with the performance of this contract by the Vendor or anyone acting on the Vendor's behalf under this contract. The Vendor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This indemnity survives delivery and acceptance of the Vendor's goods and services.

**Warranty:** The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this contract, including any drawings, specifications and standards incorporated herein. In addition, the Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

**Payment Terms:** The City of Ann Arbor's payment terms are net 30. The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later.

**Payments:** All invoices for goods and services shall be emailed to [accountspayable@a2gov.org](mailto:accountspayable@a2gov.org). Mailed invoices shall be addressed to the City of Ann Arbor, Accounts Payable, P.O. Box 8647, Ann Arbor, MI 48107, as indicated on the front of this purchase order. Invoices must include the Vendor's name, phone number, and clearly listed item descriptions, quantities and units of measure. The Vendor acknowledges and understands that invoices not addressed as stated above shall have the net 30 begin once the invoice is received by Accounts Payable.

**Compliance with Laws:** The Vendor certifies that in performing this contract it will comply with all applicable provisions of Federal, State and Local laws, regulations, rules and orders.

**Termination for Cause:** In the event the Vendor fails, at any time, to comply with, fully perform or strictly adhere to any covenant, condition or representation contained within the contract, the City shall have the right to give written notice to Vendor of such failure. If such failure is not cured to the City's satisfaction within ten (10) business days from the time of delivery to Vendor of such notice, the City shall have the right to terminate immediately without the requirement of a further notice.



## Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative



## CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.  
You can review the entire ordinance at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights).

**Intent:** It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

**Discriminatory Employment Practices:** No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

**Discriminatory Effects:** No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

**Nondiscrimination by City Contractors:** All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

**Complaint Procedure:** If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights). Then submit it to the Human Rights Commission by e-mail ([hrc@a2gov.org](mailto:hrc@a2gov.org)), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at [hrc@a2gov.org](mailto:hrc@a2gov.org).

**Private Actions For Damages or Injunctive Relief:** To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND  
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.