

**Hardy Mid-Ohio Bike Enterprise dba  
S&P Harley-Davidson**

**80 Thunder Road  
Williamstown, WV 26187**

Phone (304) 375-2530

Fax (304) 375-2438

TO: Department of Administration  
Purchasing Division  
Building 15  
2019 Washington Street, East  
Charleston, WV 25305-0130  
Fax Number **(304) 558-3970**

FROM: Steve Hardy *SH*  
Owner  
Hardy Mid-Ohio Bike Enterprises dba  
S&P Harley-Davidson  
Vendor Number \*922145906

Date: December 8, 2010 *(12 pages)*

RE: Buyer:-----TL/FILE 32-----

RFQ. NO.:-----DPS1111-----

Bid Opening Date:-----12/09/10-----

RECEIVED  
2010 DEC - 8 P 2:50  
STATE OF WV  
PURCHASING DIVISION

Please see our attached packet for the 10 three-wheel motorcycle units. Information includes the data on the Request for Quotation Documents as well as the vehicle specifications for our bid.



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# Request for Quotation

REQUEST FOR QUOTATION  
DPS1111

PAGE  
1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
TARA LYLE  
304-558-2544

\*922145906 304-375-2530  
HARDY MID OHIO BIKE ENTERPRISE  
80 THUNDER ROAD

WILLIAMSTOWN WV 26187

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE  
SOUTH CHARLESTON, WV  
25309 304-746-2141

DATE PAID	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS	
11/08/2010					
BID OPENING DATE: 12/09/2010		BID OPENING TIME 01:30PM			
LINE	QUANTITY	UNIT	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS	070-12		
<p>MOTORCYCLES</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>					
SEE REVERSE SIDE FOR TERMS AND CONDITIONS					
SIGNATURE <i>Steve Hardy</i>			TELEPHONE 304-375-2530		DATE 12/8/2010
TITLE <i>Owner</i>			20-592-7406		ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABEL FOR VENDOR

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# Request for Quotation

FORM NUMBER  
DPS1111

PAGE  
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ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE  
304-558-2546

\*922145906 304-375-2530  
HARDY MID OHIO BIKE ENTERPRISE  
80 THUNDER ROAD

WILLIAMSTOWN WV 26187

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE  
SOUTH CHARLESTON, WV  
25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	T.O.B.	FREIGHT TERMS	
11/08/2010					
BID OPENING DATE	12/09/2010	BID OPENING TIME	01:30PM		
LINE	QUANTITY	UNIT	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p>					
SEE REVERSE SIDE FOR TERMS AND CONDITIONS					
QUOTATION BY	304-375-2530		DATE		12/8/2010
TITLE	20-592-7406		ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# Request for Quotation

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DPS1111

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ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

\*922145906 304-375-2530  
HARDY MID OHIO BIKE ENTERPRISE  
80 THUNDER ROAD

WILLIAMSTOWN WV 26187

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE  
SOUTH CHARLESTON, WV  
25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/08/2010				
BID OPENING DATE	12/09/2010		BID OPENING TIME 01:30PM	
LINE	QUANTITY	UOP	UNIT PRICE	AMOUNT
<p>REV. 05/26/2009</p> <p>INQUIRIES: WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL THE CLOSE OF BUSINESS ON 11/23/2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p>				
SEE REVERSE SIDE FOR TERMS AND CONDITIONS				
SIGNATURE	TELEPHONE		DATE	
Shen Hard	304-375-2530		12/8/2010	
TITLE	FAX		ADDRESS CHANGES TO BE NOTED ABOVE	
Owner	20-592-7406			

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED VENDOR



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# Request for Quotation

REF NUMBER
DPS1111

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ADDRESSEE CORRESPONDENCE (ATTENTION OF)
TARA LYLE
304-558-2544

\*922145906 304-375-2530  
HARDY MID OHIO BIKE ENTERPRISE  
80 THUNDER ROAD

WILLIAMSTOWN WV 26187

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE  
SOUTH CHARLESTON, WV  
25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
11/08/2010						
BID OPENING DATE: 12/09/2010		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOM	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(P) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: ----- TL/FILE 32-----</p> <p>RFQ. NO.: ----- DPS1111-----</p> <p>BID OPENING DATE: ----- 12/09/2010-----</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE	TELEPHONE			DATE		
Stem Hardy	304-375-2530			12/8/2010		
TITLE	FAX			ADDRESS CHANGES TO BE NOTED ABOVE		
Owner	20-5927406					

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
DPS1111

PAGE
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ADDRESS CORRESPONDENCE TO (CITY, STATE, ZIP)
TARA LYLE 304-558-2544

\*922145906 304-375-2530  
HARDY MID OHIO BIKE ENTERPRISE  
80 THUNDER ROAD

WILLIAMSTOWN WV 26187

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE  
SOUTH CHARLESTON, WV  
25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERM		
11/08/2010						
BID OPENING DATE	12/09/2010	BID OPENING TIME	01:30PM			
QNTY	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BID OPENING TIME: -----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (304) 375-2438</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Steve or Kenny Hardy</p> <p>***** THIS IS THE END OF RFQ ***** TOTAL: \$252,750.00 for 10 units.</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE	304-375-2530			DATE	12/8/2010	
TITLE	20-592 7406			ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## Specifications for 3-Wheel Motorcycle Handlebar Control

The West Virginia Commission on Drunk Driving Prevention through the West Virginia State Police is requesting competitive bids for three wheel motorcycles for Public Education/Awareness, Traffic and DUI Enforcement.

Motorcycles bid shall be 2011 Can Am Spyder Model RTS or Equal

Vendors shall furnish product literature for the units bid that includes a picture, manufacturer, model number, and general specifications. This literature should be submitted with the bid.

Bidder shall be a Certified Dealer for new, unregistered units. Units shall not be custom conversions.

### General Requirements:

1. 3 wheels
2. Steering handlebar controlled
3. Seat driver must straddle
4. Engine displacement 998 cc
5. 5 speed manual gear box
6. Electric starter
7. Maintenance free sealed battery 12V, 21 amp
8. 14 inch front tires
9. 15 inch rear tires
10. 14x5 aluminum front tires
11. 15x7 inch rear tires
12. Front braking system 4 piston calipers, 32 inch maximum diameter 32 mm
13. Rear braking system single piston sliding pins caliper with maximum diameter 38.1 mm
14. Lever actuated dual parking brake
15. Security system
16. Dry Weight maximum 929 lbs.
17. Fuel capacity 6 gallons
18. Oil capacity 1 gallon
19. Ground clearance 4.5 inches
20. Overall length 105 inches
21. Wheelbase 66.6 INCHES
22. Seat height 27.1 inches
23. Minimum storage capacity 40.95 gallons
24. Blue and gold color choices
25. Speedometer, tachometer, fuel gage, odometer, trip meter
26. Gear position minimum neutral and 6<sup>th</sup> gear
27. Heated driver handlebar grips
28. Reverse drive



- 29. Cruise control.
- 30. Passenger seat with back rest and arm rest
- 31. High windshield minimum 31 inches
- 32. Manufacturer standard two year warranty

Delivery of units - 4124 Kanawha Turnpike, South Charleston, WV 25309

All units shall be assembled and in running order upon delivery.

Delivery shall be no later than 30 days after receipt of order.

Manufacturer Bid Harley-Davidson

Model Bid FLHTCUTG

Estimated Quantity 10 Price Each \$25,275.00 x 10 = \$252,750.00

Price shall include all requirements, features, delivery and warranty described above.

RFQ No. DPS 1111STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

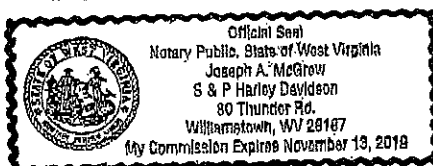
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form of business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form of business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**Vendor's Name: Hardy Mid Ohio Bike EnterpriseAuthorized Signature: Steve Hardy Date: 12-8-10State of West VirginiaCounty of Wood, to-wit:Taken, subscribed, and sworn to before me this 8 day of December, 2010.My Commission expires Nov 13, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC Joseph A. McGraw

## Tri Glide Ultra Classic FLHTCUTG | Trike Motorcycles | Harley-Davidson USA

## 2011 MOTORCYCLES

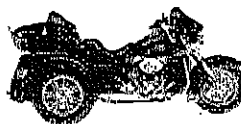
Close Window

## Tri Glide™ Ultra Classic®

\*MSRP starting at \$30,499

SHOW METRIC UNITS

SEND TO PRINTER



## PRICING 1

MSRP	
Vivid Black	\$30,199
Color Option	\$31,299
Two-Tone Option	\$31,799
Custom Color Option	N/A
Special Edition Color Option	N/A
Security Option	\$370
Wheel Option	N/A
ABS Option	N/A
Reverse Option	Standard
Cruise Control Option	Standard
California Emissions	\$200
Freight	\$695
Power Pak™ (103 engine, Security, and ABS)	N/A
Security Package (Security and ABS)	N/A
DIMENSIONS	
Length	105.0 in.
Seat Height	
Loaded <sup>2</sup>	27.1 in.
Unladen <sup>2</sup>	28.9 in.
Ground Clearance	4.7 in.
Rake Steering Head	25°
Trail	3.94 in.
Wheelbase	66.6 in.
Fuel Capacity	6 gal.
Oil Capacity	4 qt.
Weight	
Dry Weight	1157 lbs.
Running Order	1191 lbs.
Luggage Capacity	
Volume	6.7 cu. ft.
Weight	80 lbs.
POWERTRAIN	
Engine <sup>4</sup>	Air-cooled, Twin Cam 103™
Displacement	103 cu. in.
Bore x Stroke	3.875 in. / 4.375 in.
Engine Torque	11349
Engine Torque <sup>4</sup>	101 ft. lbs. @ 3500 rpm
Fuel System <sup>5</sup>	Electronic Sequential Port Fuel Injection (ESPFI)
Compression Ratio	9.6:1
Primary Drive	Chain, 45/34 ratio
Fuel Economy	
Fuel Economy City <sup>6</sup>	33 mpg
Fuel Economy Hwy <sup>6</sup>	48 mpg
Gear Ratio (Overall)	
1st	10.537
2nd	7.303
3rd	5.425
4th	4.393

Steve Hardy

Owner

Hardy Mid-Ohio Bike Enterprises dba

S&amp;P Harley-Davidson

Vendor Number \*922145906

December 8, 2010

Buyer:-----TL/FILE 32-----

RFQ. NO.:-----DPS1111-----

Bid Opening Date:-----12/09/10-----

## Tri Glide Ultra Classic FLHTCUTG | Trike Motorcycles | Harley-Davidson USA

Page 2 of 2

5th	3.742
6th	3.157
<b>WHEELS / TIRES</b>	
<b>Wheels</b>	Black, 7-spoke Cast Aluminum
Front 2	N/A
Wheel Option 2	Black, 7-spoke Cast Aluminum
Rear 2	
<b>Tire Size</b>	
Front	MT90B16 72H
Rear	P205/65R15
<b>ELECTRICAL</b>	
<b>Instruments</b>	Pairing-mounted electronic speedometer with odometer; time-of-day clock on CD player/stereo; dual trip meter; low fuel indicator light and mileage countdown feature; low oil pressure indicator light; engine diagnostics readout; LED indicator lights; 6-speed indicator light; cruise control indicator light
<b>Indicator Lamps 2</b>	High Beam, running lights, front fender running lights, directional light bar, low oil pressure, engine diagnostics, cruise control, speakers, accessory, security system (optional), 6 speed, low fuel warning, reverse enabled
<b>CHASSIS</b>	
<b>Brakes</b>	32 mm, 4 piston fixed front, 31.75mm single piston floating rear
<b>Parking Brake</b>	Lever actuated dual parking brake
<b>Lean Angle</b>	N/A / N/A 2
<b>Exhaust System</b>	Chrome, 2-1-2 dual exhaust with tapered mufflers
<b>COLOR OPTIONS</b>	
<b>Color Options</b>	Vivid Black Cool Blue Pearl Merlot Sunglo / Vivid Black Cool Blue Pearl / Vivid Black

- 1 Prices listed are the Manufacturer's Suggested Retail Prices. Options such as color are available at additional cost. Prices exclude dealer setup, taxes, title and licensing and are subject to change.
- 2 Dealer prices may vary.
- 3 Measurement reflects 180 lb. (81.7 kg) operator weight.
- 4 Recommended 91 octane or higher fuel (R+M)/2.
- 5 Values shown are nominal. Performance may vary by country and region.
- 6 Standard and optional fuel systems may vary by country.
- 7 Estimated from fuel economy tests on a sample motorcycle from the corresponding family conducted by Harley-Davidson under ideal laboratory conditions. Not all motorcycle models within a family economy testing. Fuel economy and mileage may vary among motorcycle models within a family. Your mileage may vary depending on your personal riding habits, weather conditions, trip length, vehicle condition and vehicle configuration and other conditions. Break-in mileage may vary.
- 8 Standard and optional wheels may vary by country and region.
- 9 North America security system includes immobilizer; outside North America the security system includes immobilizer and siren.
- 10 See motorcycle owner's manual for complete details.

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Vehicles depicted may differ from vehicles manufactured and delivered. Specifications and prices listed may differ from specifications and prices of vehicles manufactured and delivered. All product descriptions (including depictions, specifications, dimensions, measurements, ratings and competitive comparisons) are based on available information at the time of publication. Although such descriptions are believed correct, errors and changes can occur and complete accuracy cannot be guaranteed. Harley-Davidson may make changes at any time to prices and specifications, and may change or discontinue models, without notice and without incurring any obligation. Attention: vehicles in the configurations shown and many of the accessories described in this catalog may not be available for sale or use in some locations. Please check with your dealer for complete product details and the latest information. All models feature 6-speed transmission (VRSC™ models and Sportster® models are 5-speed) and carbon fiber belt final drive; multi-plate clutch with diaphragm spring in oil bath; and 2-year unlimited mileage warranty.

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Rev. 09/08

## State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code, §5A-3-37*. (Does not apply to construction contracts). *West Virginia Code, §5A-3-37*, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. ☒ Application is made for 2.5% resident vendor preference for the reason checked:  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. ☒ Application is made for 2.5% resident vendor preference for the reason checked:  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked:  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked:  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code, §61-5-3*), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Hardy Mid-Ohio Bike Enterprise  
 Bidder:

Signed: Steve Hardy

Date: 12/8/2010

Title: Owner

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.