

<b>DEALER (NAME AND ADDRESS)</b> <b>Frontier Harley-Davidson Inc.</b>	<b>SCHEDULE OF PAYMENTS</b>  MONTHLY PAYMENTS OF \$ <u>2409.68</u> <small>(applicable taxes to be billed)</small>
<b>VEHICLE LOCATION IF OTHER THAN BELOW:</b>  	EXCEPT AS OTHERWISE NOTED BELOW: <input type="checkbox"/> QUARTERLY <input type="checkbox"/> OTHER _____  <u>24</u> PAYMENTS OF \$ <u>2409.68</u> <small>(applicable taxes to be billed)</small>
	<b>PAYABLE AT SIGNING OF LEASE</b> 1st MONTH'S PAYMENT \$ <u>2409.68</u> SECURITY DEPOSIT \$ _____ COMMERCIAL LEASE ACQUISITION FEE \$ _____ OTHER \$ _____ <b>TOTAL \$ <u>2409.68</u></b>  PURCHASE OPTION (check one) <input type="checkbox"/> NONE <input type="checkbox"/> FAIR MARKET VALUE

VEHICLE DESCRIPTION						
New/Used	Year	Make & Model	Body Type	Vehicle Identification Number	Primary Use	Mileage of Odometer
NEW	2015	H-D FLHTP	POLICE	8 SEPERATE VINS	POLICE	3

Dear Lessee: Except We have written this lease in plain language because we want you to fully understand its terms. Please read your copy of this lease carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the Lessee indicated below. The words we, us, and our refer to the Lessor indicated below.

1. **LEASE AGREEMENT:** You agree to lease from us and we agree to lease to you, the vehicle listed above or on any schedule to this lease. You agree that, at our option, any schedule to this lease shall be considered a separate lease and the terms and conditions of this lease agreement shall also apply to any schedule. You promise to pay us the sum of all of the rental payments indicated above or on any schedule, which sum can be calculated by multiplying the number of payments times the payment amount indicated above or any schedule. The amount of each rental payment shown above or on any schedule is based on our estimated total cost of the vehicle including, if applicable, installation costs. The rental payment shall be raised or lowered, in a proportionate manner, if the actual total cost of the vehicle is greater than or less than the estimate, and you authorize us to adjust the rental payment by up to ten percent (10%) if it is necessary.

2. **ORDERING VEHICLE:** You request that we arrange delivery to you at your expense. In the event that we have issued a purchase contract or order for the vehicle, you agree that the purchase order or contract is acceptable to you. If you have entered into a purchase contract for the vehicle, you agree to assign it to us, effective when we pay for the vehicle.

3. **NO WARRANTIES:** We are leasing the vehicle to you "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS LEASE. So long as you are not in default under any of the terms of this lease, we transfer to you any warranties made to us by the manufacturer or supplier. You understand and agree that the Vendor, its agents and employees are not agents of ours, nor are they authorized to waive or change any term or condition of this lease. YOU AGREE THAT, REGARDLESS OF CAUSE, YOU WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST US FOR LOSS OF PROFITS YOU EXPECTED TO MAKE OR ANY OTHER DIRECT, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES. If you have entered into a maintenance agreement with us with respect to the vehicle and the cost of such maintenance agreement is to be paid over the term, or portion of the term, of this lease, then you acknowledge that anyone to whom we assign this lease shall not be responsible for the service, repairs, nor maintenance of the vehicle, that such assignee is not a party to any such maintenance agreement, and even if you have a dispute regarding maintenance or service you will continue to pay such assignee all rental and maintenance payments due under this lease and all schedules to this lease.

4. **NON-CANCELABLE LEASE:** This lease cannot be canceled by you.  
**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE.**

LESSOR: Frontier Harley-Davidson Leasing

ACCEPTED: \_\_\_\_\_

By: X 

Title: GENERAL MANAGER

Date: APRIL 9, 2015

Mailing Address:

**Frontier Harley-Davidson**  
**205 NW 40<sup>th</sup> Street**  
**Lincoln, NE 68528**

LESSEE (FULL LEGAL NAME):  
**CITY OF LINCOLN POLICE DEPARTMENT**  
**635 J STREET**

BILLING ADDRESS  
**LINCOLN LANCASTER NE 68508**

CITY COUNTY STATE ZIP

PHONE NO. (402) 441-7216 DATE \_\_\_\_\_

Fed. ID No. or Social Security No. \_\_\_\_\_

Tax Exempt No. \_\_\_\_\_

(The undersigned certifies that the vehicle shall be used for business purposes and agrees that no modification to this lease will be effective unless made in writing and signed by both parties.)

By: X \_\_\_\_\_

AUTHORIZED SIGNATURE TITLE

PRINT NAME \_\_\_\_\_

3. **TERMS OF LEASE, COMMERCIAL LEASE ACQUISITION FEE:** The lease term will start on the date that any vehicle is delivered to you or your agent ("the Commencement Date") and will continue until you have met all of your obligations under the lease. The payments of rent are payable periodically in advance as stated on the reverse side or on any schedule to this lease. The first payment is due on the Commencement Date. You will be notified in writing if we change the date of your first payment. Thereafter, consecutive periodic payments will be due on the same day each period indicated on the reverse side. All payments will be made to us at our address on this issue, or at another address which we would designate in writing. Your obligation to pay rentals to us is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. You authorize us to insert vehicle identification numbers and other identification data about the vehicle, as well as other omitted factual matters, if we accepted a security deposit from you, and it will be held by us to secure your faithful performance of this lease, and it will be returned or applied as stated in Paragraph 14. On the Commencement Date of this lease and each schedule to this lease, you shall pay to us a one-time administrative fee, not to exceed \$500, to reimburse us for our start-up administrative and recording costs.

7. **ASSIGNMENT:** You may not sell, transfer, assign or sublease the vehicle. We may, without notifying you, sell, assign or transfer this lease and ownership of the vehicle; and you agree that if we do so, the new lessor will have the same rights and benefits that we now have, and the new lessor will not have to perform any of our obligations. You agree that the rights of the new lessor will not be subject to any claims, defenses or setoffs that you may have against us. However, any such assignment, sale, or transfer of this lease or vehicle will not relieve us of our obligations to you under this lease.

8. **OWNERSHIP AND QUIET ENJOYMENT:** We are the owner of the vehicle and have title to the vehicle. If any other person attempts to claim ownership of the vehicle by asserting that claim against you or through you, you agree, at your expense, to protect and defend our title to the vehicle. Further, you agree that you will at all times keep the vehicle free from any legal process or lien whatsoever, and you shall give us immediate notice if any legal process or lien is asserted or made against the vehicle. So long as you are not in default under any of the terms in this lease, we agree that you shall quietly use and enjoy the vehicle.

9. **CARE, USE AND LOCATION; LOSS OF VEHICLE:** You are responsible for keeping the vehicle in good working order and repair. You will keep the vehicle only at your address shown on the reverse side, and you will only use it for business purposes and in compliance with all applicable laws. You will not make any alterations to the vehicle without our prior written consent (which we will not unreasonably withhold). At the end of the term of lease, you will return the vehicle to us, at your expense. You are responsible for protecting the vehicle from damage, except for ordinary wear and tear and from any other kind of loss while you have the vehicle or while it is being delivered to you. In the event the vehicle is lost or damaged, so long as you are not in default under the lease or any other obligations to us, then you shall have the option to: (i) repair or replace the vehicle, or (ii) pay to us the then present value of both the unpaid balance of the remaining rent under the Lease and the present value of our residual interest in the vehicle (each computed with a discount rate of six percent (6%) per year).

10. **TAXES AND FEES:** You agree to pay when due all taxes, fines, registration fees and penalties relating to this lease. You also agree that we have the right each year to estimate the yearly personal property taxes that will be due for the vehicle and that you will pay us the estimated taxes when we request payment. If we pay any of those taxes, fines registration fees or penalties for you, you agree to reimburse us on demand and your payment will be based on the full amount of such taxes, without regard to any discounts we may obtain due to early payment or otherwise. You also agree that we have the right to sign your name to any document for the purpose of such filing, so long as the filing does not interfere with your right to use the vehicle.

11. **INDEMNITY:** We are not responsible for any injuries or losses to you or any other person caused by the use of the vehicle. You agree to reimburse us for and to defend us against any claims for such losses or injuries, including those arising out of negligence, tort or strict liability claims. This indemnity shall continue even after the term of this lease has expired.

12. **INSURANCE:** You agree to provide and maintain at your own expense (a) insurance against loss, theft, damage or destruction to the vehicle, for up to the full replacement value, naming us as loss payee; and (b) public liability and property damage insurance naming us as an additional insured. Such insurance (and written evidence delivered to us at our request) shall be satisfactory to us. If you fail to provide us such evidence; then we will have the right, but not the obligation, to have such insurance protecting us placed at your expense. Your expense shall include the full premium paid for such insurance (not reduced by any credit or refund due or paid to us under the policy by reason of favorable loss experience) and any customary charges or fees of ours or of our designee associated with such insurance. You agree to pay such amounts in equal installments allocated to each rental payment (plus interest on such amounts at 1.5% per month or the highest rate permitted by law, whichever is less). If any insurance proceeds are paid as a result of any such loss or damage to the vehicle, so long as you are not in default under this lease or any other obligation to us, then you shall have the option to: (i) use the insurance proceeds to repair or replace the vehicle, or (ii) apply the insurance proceeds toward your obligations under this lease. If insurance is placed under this Paragraph 11, you shall cooperate with our insurance agent in connection with the placement and the processing of any claims. Nothing in this Lease shall create any insurance relationship of any type whatsoever between us and any other person or party. You acknowledge that we are not required to secure or maintain in force any insurance, in any amounts or upon any specific terms and conditions. We reserve the right to terminate any such insurance coverage which we may arrange, and we may allow any such insurance coverage to lapse without having any liability to you. In the event that we replace or renew such insurance coverage, we shall not be obligated to provide replacement or renewal coverage under the same terms, costs, limits or conditions as the previous coverage. You hereby appoint us as your attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts for loss or damage under any insurance policies.

13. **DEFAULT AND REMEDIES:** If you do not pay rent when due or if you break any of your promises under this lease; or if you become insolvent, assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) a bankruptcy proceeding; you will be in default. If your default is caused by your failure to make any payment when due, we can require that you return the vehicle to us and pay to us the remaining balance of all of the rental payments due under this lease, present valued using a six percent (6%) per year discount rate. If you fail to return the vehicle to us, in addition we can also require that you pay to us our residual interest in the vehicle, present valued as noted above. You also agree to pay us interest on all sums due us from the date of default until paid at the rate of one and one-half percent (1 1/2%) per month, but only to the extent permitted by law. If your default is caused by your breaking any of your other promises under this lease, we shall be entitled to recover from you all damages caused by that type of default. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law. If we refer this lease to an attorney for enforcement or collection, you agree to pay our reasonable attorney's fees, and actual costs. If we have to take possession of the vehicle, you agree to pay the cost of repossession, storing, shipping, repairing and selling the vehicle. Although you agree that we are not obligated to do so, if we decide to sell the vehicle, and we are able to sell the vehicle for a price that exceeds the sum of (a) our cost of repossession and sale of the vehicle and (b) the residual value of the vehicle, present valued as calculated above, then we shall give you a credit for the amount of such excess. You agree that we do not have to notify you that we are selling the vehicle.

14. **OTHER RIGHTS:** You agree that any delay or failure to enforce our rights under this lease does not prevent us from enforcing any rights at a later time. Both parties intend this lease to be a valid and legal document, and agree that if any part is determined to be unenforceable, all other parts will remain in full force and effect. If this document is not found to be a lease, then you grant us a security interest in the vehicle. You also give us the right to immediately file, at your expense, any Uniform Commercial Code ("UCC") financing statements or related filings, as well as the right to sign your name to any such filings that we make. In the event this lease is determined to be a security agreement, our recovery shall in no event exceed the maximum permitted by law.

15. **REDELIVERY OF VEHICLE:** In the event that we give you a Purchase Option Letter for the vehicle covered by this lease or any schedule to this lease, and you decide to purchase the vehicle according to its terms, you shall purchase all, but not less than all, of the vehicle. If you decide not to purchase all of the vehicle, then when this lease expires, or it is terminated earlier, you shall return the vehicle to us, in good repair, condition and working order, normal wear and tear excepted, to a location designated by us. Upon expiration or termination, you do not immediately return the vehicle to us, at our option (a) we will arrange for removal of the vehicle and you agree to pay us an amount equal to the cost of removal. Provided you have fulfilled all of your obligations to us under this lease, we will either refund your security deposit without interest to you or at your direction apply it towards the purchase of the vehicle.

16. **LATE CHARGE:** If any part of a payment is not made by you when due, you agree to pay us a late charge of ten percent (10%) of each such late payments, but only to the extent permitted by law. You agree to pay us the late charge not later than one month following the date that the original payment was due.

17. **ENTIRE AGREEMENT; CHANGES:** This lease contains the entire agreement between you and us and it may not be altered, amended, modified, terminated or otherwise changed except in writing and signed both by you and us.

18. **MISCELLANEOUS:** In the event you fail to comply with any part of this lease, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay plus all of our expenses in causing your compliance, shall become additional rent and shall be paid by you at the time of the next due rental payment. Please note that, in the event you fail to comply with Paragraph 12, if any notices are required under this lease, they shall be sufficient if given personally or mailed to the address set forth in this lease by certified or registered mail, postage prepaid. This lease is for the benefit of and is binding upon you and your personal representatives, successors and assigns. THIS LEASE SHALL BE BINDING WHEN ACCEPTED IN WRITING BY US AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NE HOWEVER, IN THE EVENT THIS LEASE OR ANY OF ITS PROVISIONS CANNOT BE ENFORCED UNDER THE LAWS OF THAT STATE THEN THE LAWS OF THE STATE WHERE THE VEHICLE IS LOCATED SHALL GOVERN. YOU AGREE THAT THE COURT OF THE STATE OF NE AND Delaware COUNTY OR ANY FEDERAL DISTRICT COURT HAVING THE JURISDICTION IN THAT COUNTY SHALL HAVE NON-EXCLUSIVE JURISDICTION FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS LEASE. You agree and consent that we may serve you by registered or certified mail, which shall be sufficient to obtain jurisdiction. Nothing stated in this lease is intended to prevent us from commencing any action in any court having proper jurisdiction. YOU WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

19. **UCC-ARTICLE 2A PROVISIONS:** You agree that this lease is a "Finance Lease" under Article 2A of the Uniform Commercial Code ("UCC"), that is, you acknowledge that: (a) we did not select, manufacture or supply the vehicle, but we did purchase the vehicle for lease to you; and (b) we have given you the name of the supplier of the vehicle you are leasing from us. The supplier is set forth in this lease or on the attached schedule. We hereby notify you that you may have rights under the supply contracts and that you may contact the supplier for a description of those rights or any warranties. To the extent permitted by applicable law, you waive any and all rights and remedies conferred upon you under UCC Sections 2A-303 AND 2A-508 through 522.

20. **REPRESENTATIONS AND COVENANTS OF LESSEE:** Lessee represents that all financial and other information furnished to Lessor was, at the time of delivery, true and correct. During the term of the lease, Lessee shall provide Lessor with such interim or annual financial statements as Lessor requests.

21. **USE:** You agree that you will not: (a) allow unlicensed drivers to drive the vehicle; (b) use or allow the vehicle to be used illegally or contrary to the provisions of any applicable insurance policy; (c) use or allow the vehicle to be used improperly, for hire, or as a public conveyance; (d) use the vehicle to pull trailers that exceed the manufacturer's trailer towing recommendations; (e) remove the vehicle from the United States, except for trips to Canada for less than 30 days; (f) alter, mark, or install equipment in the vehicle without Lessor's written consent; (g) expose the vehicle to seizure, confiscation, forfeiture, or other involuntary transfer, regardless of whether the vehicle was the subject of formal judicial or administrative proceedings.

22. **MAINTENANCE, REPAIRS AND OPERATING EXPENSES:** You agree to maintain and repair the vehicle to keep it in good working order and condition. You agree to pay for or cover all maintenance repair and operating expenses. You also agree to service the vehicle as the manufacturer recommends in the Owner's Manual and Maintenance Schedules folder that comes with the vehicle and as the manufacturer requests in any recall campaign. If you do not maintain or repair the vehicle or pay all operating expenses as this Lease requires, Lessor may do so and add the cost to your obligation under this Lease. Lessor may require you to pay this cost upon demand.

23. **EXCESS WEAR:** "Excess wear" includes: (a) glass that is damaged or that you have tinted; (b) damaged body, fenders, metal work, lights, trim or paint; (c) missing equipment that was in the vehicle when delivered and has not been replaced with equipment of equal quality and design; (d) missing wheel covers, tools or wheel wrench; (e) missing or unsafe wheels or tires (including spare; snow tires are not acceptable); (f) any tire with less than 1/8 inch of tread remaining at the shallowest point; (g) torn, damaged or stained dash, floor covers, seats, head liners, upholstery, interior work, or trunk liners; (h) any mechanical damage or other condition that causes the vehicle to operate in a noisy, rough, improper, unsafe, or unlawful manner; and (i) any other damage, whether or not covered by insurance.

24. **ODOMETER DISCLOSURE REQUIREMENT:** Federal law requires you to disclose the vehicle's mileage to Lessor at the end of the Lease in connection with a transfer of ownership of the vehicle. You may be fined and/or imprisoned if you fail to complete the disclosure or if you make a false statement.

25. **ALTERATIONS TO THE VEHICLE:** You agree not to make any alterations or add any special equipment to the vehicle without our written consent. You agree not to alter, adjust or disconnect the odometer, emission controls or similar equipment.

26. **SEVERABILITY:** You and we agree that if any provision of this Lease is found unenforceable by any court, the remaining provisions of the Lease will remain in full force and effect.

27. **CHOICE OF LAW:** You and we agree that this Lease is governed by the law of the state of NE, without regard to the conflicts law of that state.

# City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Police Garage 635 J Street Lincoln, NE 68508
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder Asst Purchasing Agent	Contact	Pat Wenzl
Phone	(402) 441-7428				
Fax	(402) 441-6513				
Bid Number	15-056	Department		Department	
Title	Leased Police Motorcycles	Building		Building	
Bid Type	Bid		Suite 200	Floor/Room	
Issue Date	03/18/2015	Floor/Room		Telephone	
Close Date	4/1/2015 12:00:00 PM CT	Telephone	(402) 441-7428	Fax	
Need by Date		Fax	(402) 441-6513	Email	
		Email	smulder@lincoln.ne.gov		

## Supplier Information

Company     Frontier Harley-Davidson Inc.  
 Address     205 NW 40th Street  
  
                  Lincoln, NE 68528  
 Contact     Roger Uttecht  
 Department  
 Building  
 Floor/Room  
 Telephone   1 (402) 466-9100  
 Fax           1 (402) 466-9187  
 Email        rogeru@frontierhd.com  
 Submitted   3/23/2015 3:58:03 PM CT  
 Total        \$251,283.84

Signature   Roger J Uttecht

Email        rogeru@frontierhd.com

## Supplier Notes

Harley Davidson is currently 60 days out on production from point of order. Current lease expires on 5/13/15. If we win bid, we will allow current bikes to remain in use until new ones have arrived if they have not been delivered already.

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Contact	Name of person submitting this bid:	Roger J Uttecht
5	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	60
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	Lease Agreement	Attached is a copy of our sample lease agreement. It is attached to the Vendors Response Attachment Section of the e-bid.	Yes
9	Order Cutoff Information	Please advise of all known order cutoff dates for equipment / product specified in the bid at the time.	April 30th, 2015
10	Order Cutoff Date	I acknowledge reading and notifying the purchasing department contact of any subsequent cutoff date(s) (learned after submission).	Yes
11	Specification Deviations	I have attached all deviations from the Specifications to the Response Attachments section of the ebid as requested in the Specifications. If no deviations are being made, I will provide a vehicle exactly as specified.	Yes
12	Nebraska Licensed Dealer	My company is a registered dealer in the State of Nebraska meeting the requirements outlined in section 1.4 of the Specifications.	Yes
13	Electronic Signature	Please check here for your electronic signature.	Yes

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## Line Items

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#	Qty	UOM	Description	Response
1	1	PKG	Lease of eight (8) Factory Police Motorcycles.	\$251,283.84

Manufacturer: Harley-Davidson      Manufacturer #: FLHTP Electra Glide

Item Notes:      Lease shall be for eight years with the motorcycles being replaced every two (2) years with new motorcycles for the term of the said lease.

Supplier Notes:

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Package Line Items:

#	Qty	UOM	Description	Response
1.1	8	EA	Lease of eight (8) Motorcycles for two (2) year period, 2015-2016	7,229.04

Item Notes:      Unit price is cost per bike per two (2) year term.

Supplier  
Notes:

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1.2	8	EA	Lease of eight (8) Motorcycles for two (2) year period, 2017-2018	7,761.84
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Item Notes:      Unit price is cost per bike per two (2) year term.

Supplier  
Notes:

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1.3	8	EA	Lease of eight (8) Motorcycles for two (2) year period, 2019-2020	8,060.40
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Item Notes:      Unit price is cost per bike per two (2) year term.

Supplier  
Notes:

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1.4	8	EA	Lease of eight (8) Motorcycles for two (2) year period, 2021-2022	8,359.20
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Item Notes:      Unit price is cost per bike per two (2) year term.

Supplier  
Notes:

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Response Total:      \$251,283.84

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**Event Number** 15-056  
**Event Title** Leased Police Motorcycles  
**Event Description**  
**Event Type** Bid  
**Issue Date** 3/18/2015 4:15:00 PM Central  
**Close Date** 4/1/2015 12:00:00 PM Central

**Organization** Lincoln Purchasing  
**Workgroup** Lincoln Purchasing  
**Event Owner** Sharon Mulder  
**Email** smulder@lincoln.ne.gov  
**Phone** (402) 441-7428  
**Fax** (402) 441-6513

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Frontier Harley-Davidson Inc.	Lincoln	NE	3/23/2015 3:58:03 PM	4	\$251,283.84

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

Responding Supplier	Signature Full Name	Signature Email
Frontier Harley-Davidson Inc.	Roger J Uttecht	rogeru@frontierhd.com

Line #	Description	Mfg'r	Mfgno	QTY	UOM	Unit	Extended
1	Lease of eight (8) Factory Police Motorcycles.	Harley-David	FLHTP Electr	1	PKG	\$251,283.84	\$251,283.84
1.1	Lease of eight (8) Motorcycles for two (2) year period, 2015-2016			8	EA	\$7,229.04	
1.2	Lease of eight (8) Motorcycles for two (2) year period, 2017-2018			8	EA	\$7,761.84	
1.3	Lease of eight (8) Motorcycles for two (2) year period, 2019-2020			8	EA	\$8,060.40	
1.4	Lease of eight (8) Motorcycles for two (2) year period, 2021-2022			8	EA	\$8,359.20	
						<b>Frontier Harley-Davidson Inc.</b>	
						<b>Total Price</b>	<b>\$251,283.84</b>

3.3.1 Required Maintenance to Police Motors for duration of lease;

The lease for the (8) 2015 Harley-Davidson Police motorcycles shall include maintenance as listed below;

- 1000 Mile Service
- 2500 Mile Service
- 5000 Mile Service
- 7500 Mile Service
- 10000 Mile Service
- 12500 Mile Service

These are the required maintenance schedules to meet the terms of the 24 month lease. Any repair parts not included in the scheduled maintenance, such as brake pads, body parts etc shall be at the Lessee's expense.

The following motorcycles are covered under this lease agreement.

- 1) VIN TBD
- 2) VIN TBD
- 3) VIN TBD
- 4) VIN TBD
- 5) VIN TBD
- 6) VIN TBD
- 7) VIN TBD
- 8) VIN TBD

Maintenance will be Priority Service. We guarantee 1 day turn-around on standard service with 48 hours advanced notice.

Maintenance contract also includes the use of our training range and classroom when available.

No maintenance, modification and/or repairs shall be performed by any other party other than Lessor without the explicit consent of Lessor. Non-conformity with this provision shall place the lessee in default.

By: Lessor/Title \_\_\_\_\_ Date \_\_\_\_\_

By: Lessee/Title \_\_\_\_\_ Date \_\_\_\_\_

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

E-Bid

### 1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8<sup>th</sup> St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so as to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's most current Standard Specifications for Municipal Construction shall apply.
  - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
  - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
  - 1.7.3 Said document is available on the web site.  
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

### 2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.
  - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8<sup>th</sup> St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
  - 2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
  - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

### 3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.

**4. CLARIFICATION OF BIDDING DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the bidding documents will be issued electronically via addendum. All vendors registered for that bid prior to bid issuance will be notified of the addendum. Bidders registering after the bid is issued will receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the City; and Bidders shall not rely upon such interpretations or changes.

**5. ADDENDA**

- 5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

**6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, any member of the City Council, or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

**8. BRAND NAMES**

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the City's bidding documents.

**9. DEMONSTRATIONS/SAMPLES**

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the City of acceptable goods. The Bidder must indicate how samples are to be returned.

**10. DELIVERY (Non-Construction)**

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

**11. WARRANTIES AND GUARANTEES**

- 11.1 Copies of the following documents shall accompany the bid proposal for all items being bid, if requested:
  - 11.1.1 Manufacturer's warranties and/or guarantees.
  - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 Unless stated otherwise in the specifications, as a minimum requirement of the City, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

**12. ACCEPTANCE OF MATERIAL**

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
  - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
  - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the City reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

**13. BID EVALUATION AND AWARD**

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

**14. INDEMNIFICATION**

- 14.1 The Bidder shall indemnify and hold harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**15. TERMS OF PAYMENT**

15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other materials have been delivered, and all such labor and equipment and other materials have met all contract specifications.

**16. LAWS**

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents and patent rights.

16.3 If there are any conflicts or inconsistencies between the Bidder's documents and the City's, the City's documents shall control.

**17. EQUIPMENT TAX ASSESSMENT**

17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. In that regard, every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

**18. AFFIRMATIVE ACTION**

18.1 The City of Lincoln provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

**19. LIVING WAGE**

19.1 The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.

19.2 If the contract is subject to the City Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage. This wage is subject to change every July.

**20. INSURANCE**

20.1 All Bidders shall take special notice of the insurance provisions required for City contracts (see *Insurance Requirements for All City Contracts*).

**21. EXECUTION OF AGREEMENT**

21.1 Depending on the type of service or commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

a. **PURCHASE ORDER**, unless otherwise noted.

1. This contract shall consist of a City of Lincoln Purchase Order.

2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

b. **CONTRACT**, unless otherwise noted.

1. City will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.

2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).

3. The City will sign and date the Contract and prepare an Executive Order or Directorial Order for signature.

4. Upon approval and signature, the City will return one copy to the successful Bidder.

**22. TAXES AND TAX EXEMPTION CERTIFICATE**

22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

**23. CITY AUDIT ADVISORY BOARD**

23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

**24. E-VERIFY**

24.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the winning bidder agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The winning bidder shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The winning bidder shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).

**Advertise 1 time**  
**Wednesday, March 18, 2015**

**City of Lincoln/Lancaster County**  
**Purchasing Division**  
**NOTICE TO BIDDERS**

Sealed bid will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 pm, Wednesday, April 1, 2015** for providing the following:

**Factory Police Motorcycles**  
**Bid No. 15-056**

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: [lincoln.ne.gov](http://lincoln.ne.gov) (type: e-bid - in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-7416, or (402) 441-7417.

**Specifications  
for  
Factory Police Motorcycles**

**1. INTENT**

- 1.1 The intent of this bid is to establish a contract to lease up to Eight (8) Police Motorcycles, to include all emergency equipment (emergency lighting and siren warning system), and a maintenance contract.
  - 1.1.1 All the above is to be included in a monthly lease per unit cost.
- 1.2 The lease/contract term will be for one (1) two (2) year term with the option to renew for three (3) additional two (2) year terms.
- 1.3 The motorcycles shall be new models for each of the two year increments.
  - 1.3.1 Therefore, this contract includes three (3) different model years.
- 1.4 The lease shall be as follows:
  - 1.4.1 Lease Periods (to commence approximately April 2015)
    - 1.4.1.1 Eight (8) Police Motorcycles for the years 2015 - 2016
    - 1.4.1.2 Eight (8) Police Motorcycles for the years 2017 - 2018
    - 1.4.1.3 Eight (8) Police Motorcycles for the years 2019 - 2020
    - 1.4.1.4 Eight (8) Police Motorcycles for the years 2021 - 2022
- 1.5 Cancellation of Lease
  - 1.5.1 The City of Lincoln reserves the right to CANCEL this lease in its entirety at the end of any two-year model lease cycle.
- 1.6 Pricing will be for the eight (8) cycles for each two (2) year period.
  - 1.6.1 Pricing will be broke our to four (4) line items.
- 1.7 All bidders must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Licensing Act.
  - 1.7.1 The licensing requirements must be met at the time of the bid opening for bids to be valid.

**2. MINIUM ENGINE REQUIREMENTS**

- 2.1 Type: Gasoline
- 2.2 Piston Displacement: minimum of 100 cubic inches
- 2.3 Cooling: Manufacturers maximum
- 2.4 Vibration Dampening: Manufacturers maximum
- 2.5 Power-train: Designed for low maintenance
  - 2.5.1 Fuel System: Fuel Injected / Five (5) gallon minimum tank size, with reserve capacity
  - 2.5.2 Starter: Electric, Manufacturers maximum
- 2.6 Clutch / Transmission / Drive Train
  - 2.6.1 Clutch: Manufacturers maximum
    - 2.6.1.1 Hand control - low effort
  - 2.6.2 Transmission: Manual shift, minimum of six (6) forward speeds
  - 2.6.3 Final Drive: Belt driven
- 2.7 Brakes
  - 2.7.1 Disc Brakes: Manufacturers maximum, front and rear
  - 2.7.2 Master Cylinder: Equipped with sight glass or equivalent
  - 2.7.3 Factory Anti-lock brake system shall be included
- 2.8 Suspension
  - 2.8.1 Handling Capability: Shall be designed to provide maximum handling characteristics necessary for law enforcement work
  - 2.8.2 Shocks: Manufacturers maximum

- 2.8.3 Front Forks: Manufacturers maximum
- 2.8.4 Swing Arm: Heavy duty, designed with sealed bearing pivot points
- 2.9 Tires / Wheels
  - 2.9.1 Wheels: Aluminum or magnesium alloy safety design
  - 2.9.2 Tires: Tubeless, non-skid highway tread, full four-ply fabric reinforcement, designed to remain on the wheel during sudden loss of air pressure.
  - 2.9.3 Tires shall be balanced for high speed operation.
- 2.10 Electrical System
  - 2.10.1 System: 12-volt
  - 2.10.2 Battery: Manufactures maximum, maintenance free type with the capability to crank the engine sufficient for starting with the ambient temperature at zero degrees Fahrenheit.
  - 2.10.3 Charging System: Manufacturers maximum
  - 2.10.4 Connectors: All connectors shall be industrial grade, sealed, water proof, and corrosion resistant design.
    - 2.10.4.1 All electrical connectors necessary shall be provided, including those connections required for attaching emergency lighting and warning system (siren).
  - 2.10.5 Switches / Controls: All switches and controls shall be heavy duty, water resistant design.
  - 2.10.6 Horn: Shall meet Nebraska State regulation
  - 2.10.7 Lighting:
    - 2.10.7.1 Quartz Halogen or LED Headlight
    - 2.10.7.2 Turn Signals: Self Canceling
    - 2.10.7.3 Flashers: Four-way
    - 2.10.7.4 Tail light: LED
    - 2.10.7.5 Pursuit lamps, LED Red/Blue 360 degree coverage
- 2.11 Instruments / Gauges (As specified or pre-approved equal.)
  - 2.11.1 Speedometer
  - 2.11.2 Odometer
  - 2.11.3 Tachometer
  - 2.11.4 Fuel Level Indicator
  - 2.11.5 Pursuit Lamp Indicator
  - 2.11.6 Low Engine Oil Pressure Indicator
- 2.12 Feature Requirements
  - 2.12.1 Seat: Solo police saddle design with back support and covered with a heavy duty, breathable material.
  - 2.12.2 Side Stand: Kickstand, rubber bumper design
  - 2.12.3 Foot Board: Provided with non-skid rubber pads on upper surfaces.
  - 2.12.4 Guards: Front engine guard and rear saddlebag guard.
  - 2.12.5 Saddlebags: factory installed, water resistant design, speed latches, with locks.
  - 2.12.6 Rear Trunk / Radio / Light Box: Factory mounted, lockable, with enough room to mount emergency lighting and ancillary equipment.
  - 2.12.7 Fairing & Windshield: Fork mounted fairing, latest design with clear polycarbonate windshield.
  - 2.12.8 Mirrors: Left and Right non-magnifying with non-glare glass.
  - 2.12.9 Emergency Response Locates: Factory locations for the mounting of emergency response equipment (lighting & siren), as well as any necessary switches to operate same, will be provided by the

manufacturer.

2.12.9.1 Factory or Special aftermarket emergency response equipment must be able to be installed in those locations.

**3. WARRANTY / REQUIRED MAINTENANCE PROGRAM**

3.1 Warranty: Factory 24 month, unlimited mileage warranty including parts and labor.

3.2 Warranty replacement shall be done at no additional charge of any nature to the Lincoln Police Department.

3.3 Required Maintenance:

3.3.1 As part of the lease package, per unit, per month, dealer maintenance, required service, and any required inspections shall be included in the monthly lease price.

**4. EMERGENCY EQUIPMENT**

4.1 Bid shall include any factory or aftermarket emergency lighting and warning equipment.

4.2 Emergency lighting package must be LED type and must include both red and blue lighting that is visible from the front, rear, and both sides of the motorcycle.

4.2.1 Audible Warning System:

4.2.1.1 Siren Warning System must be capable of emitting at least two separate and distinct sounds and must be a one hundred (100) watt system (minimum).

4.2.1.2 Speaker for the system must be included.

**5. PAINT SCHEME**

5.1 Black tank and saddlebags, with white panel inserts, including fenders, and fairing.

**6. GENERAL**

6.1 Each unit shall have 2 keys with rings / tags, and be properly identified.

6.2 The keys, specific to the unit, shall fit all locks.

6.3 Units shall have been completely serviced, tested and ready for full operation when delivered.

6.4 Service Facility

6.4.1 In order to assure that any ensuing contract(s) will provide the necessary maintenance support required for the equipment specified each potential contractor must have a factory authorized local service and parts facilities.

6.4.2 Maintenance facility shall have factory trained technicians and have a sufficient parts inventory in order to provide quality service on the equipment specified in a timely manner.

**7. SHIPPING**

7.1 The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed.

7.2 All claims for visible or concealed damage shall be filed by the Contractor.

7.3 The City of Lincoln will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

**8. DELIVERY**

8.1 Delivery is required F.O.B Destination, within 120 days of receipt of Purchase

Order, to the City of Lincoln Police Garage facility, located at 635 "J" Street, Lincoln, Nebraska.

- 8.2 It shall be the Contractor's responsibility to meet the City's delivery requirements.
  - 8.2.1 The City of Lincoln reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

9. **ACCEPTANCE**

- 9.1 Once the units have been delivered, the Police Garage shall have a reasonable opportunity to inspect them.
- 9.2 The Police Garage shall have SEVEN (7) days to perform its acceptance testing and inspection of the Units after which time the units shall be deemed accepted unless the Police Garage rejects the units.

10. **MODEL YEAR EQUIPMENT**

- 10.1 The City of Lincoln will only accept bids offering current model year equipment / product.
- 10.2 Order Cutoff Information:
  - 10.2.1 Contractors submitting bids shall advise the City of Lincoln of all known order cutoff dates for equipment / product specified in the Bids at the time of submission.
  - 10.2.2 Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor.
  - 10.2.3 The Contractor shall advise the City of subsequent cutoff dates by notifying the Police Garage in writing, of this new information.