



POLICE

Order Request Form-2005 Model Year

Fax to: (414) 343-8781

Acknowledgement of Request Form Will Be Faxed To Dealer within 5 Working Days



PURCHASER INFORMATION

PURCHASER Lincoln Police Department

(Must correspond with the Sales & Warranty Registration submitted by Dealer)

PURCHASER'S ADDRESS 575 South 10th St

CITY Lincoln STATE Nebraska ZIP 68508

PHONE 402-441-7204 FAX _____

PURCHASE ORDER NO. _____ LEASE _____ OTHER (please list) _____

Harley-Davidson Motor Company requires a copy of a Purchase Order, Lease or Letter of Commitment. We will accept a copy of a department's current Lease (or a copy of the intended Lease) along with a letter from the department stating the Lease request or renewal. **We require a copy of the signed Lease when units are delivered.**

Please PRINT NAME of Authorized Purchasing Agent _____ Title/Rank _____

SIGNATURE of Authorized Purchasing Agent _____ Date _____

PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Is this police agency new to Harley-Davidson? Yes No
2. If you answered NO above, are these replacement motorcycles? Yes No
Please indicate the replacing model/manufacturer _____
3. If you purchased optional emergency equipment, did you purchase: Harley-Davidson Emergency Equipment Other
If you answered OTHER, please indicate the replacing manufacturer _____
4. Does your department use radio frequency 33.6 Megahertz? Yes No

DEALER INFORMATION

PLEASE SEE OUR 2005 MODEL YEAR FLEET SALES POLICY FOR COMPLETE DETAILS

DATE SUBMITTED	<u>1 1</u>	CITY / STATE	<u>LINCOLN, NE</u>	DEALER #	<u>2698</u>
DEALER FAX #	<u>402-466-9187</u>	DEALER SIGNATURE	<u>[Signature]</u>	PRINT NAME	<u>Roger J. Uttech</u>

MODEL		OPTIONS		COLOR	
FLHPI (Domestic) 1FHW15-DOM	QTY: _____ (Cast Wheels Only)	<input checked="" type="checkbox"/> ABS (Anti-Lock Braking System) Note: ABS available on FL models only, added cost associated	<input checked="" type="checkbox"/>	BIRCH WHITE	
FLHTPI (Domestic) 1FMW15-DOM	QTY: <u>6</u> (Cast Wheels Only)	REQUESTED ORDER PHASE		OTHER: please indicate color below <input type="radio"/>	
XLH 883 4CAM15-DOM (No Decal)	QTY: _____ (Cast Wheels Only)	1 2 3 4			
(Special Paint Form Required)					

POLICE SALES USE ONLY

COMMENTS: _____	APPROVED <input type="checkbox"/> INITIAL HERE _____	FACTORY ORDER NO. _____
_____	ORDER ENTERED: <u>1 1</u>	_____

DEALER (NAME AND ADDRESS) Frontier Harley Davidson Inc.	SCHEDULE OF PAYMENTS
VEHICLE LOCATION IF OTHER THAN BELOW:	MONTHLY PAYMENTS OF \$ <u>1,101.66</u> <small>(applicable taxes to be billed)</small>
	EXCEPT AS OTHERWISE NOTED BELOW: <input type="checkbox"/> QUARTERLY <input type="checkbox"/> OTHER
	<u>24</u> PAYMENTS OF \$ <u>1,101.66</u> <small>(applicable taxes to be billed)</small>
	PAYABLE AT SIGNING OF LEASE
	1st MONTH'S PAYMENT \$ <u>1,101.66</u>
	SECURITY DEPOSIT \$ _____
	COMMERCIAL LEASE ACQUISITION FEE \$ <u>300.00</u>
	OTHER \$ _____
	TOTAL \$ <u>1,401.66</u>
	<input type="checkbox"/> PURCHASE OPTION (check one) <input checked="" 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	2005	Harley Davidson FLHTPI	MC	To Be Determined.	Police Business or Agricultural	5

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	LESSEE (FULL LEGAL NAME) Lincoln Police Department
ACCEPTED:	BILLING ADDRESS 575 So. 10 th ST LINCOLN LANCASTER NE 68508 <small>CITY COUNTY STATE ZIP</small>
By: <u>[Signature]</u>	PHONE NO. () _____ DATE _____
Title: <u>General Manager</u>	Fed. ID No. or Social Security No. _____
Date: <u>12-7-2004</u>	Tax Exempt No. _____
Mailing Address:	(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.)
Frontier Harley-Davidson Leasing 2801 North 27 th St. Lincoln, Nebraska 68521	By: <u>X</u> _____ TITLE _____
	PRINT NAME _____

Lease Addendum

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

ACCEPTED:
By: [Signature]
Lessor/Title

By: _____
Lessee/Title

6. **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 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 lease, 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, 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 \$300.00, 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 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 our 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 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 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 value 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 value 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 (1½%) 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 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 value 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. If 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 payment, 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 of this lease, we can, but we do not have to, have such insurance protecting us placed at your expense, without prior notice to you, and charge you as described in 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 [LA] 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 supplier of the 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.

Spec 04-255 POLICE MOTORCYCLE
October 13, 2004

COMPANY NAME:
 REPRESENTATIVE:
 ADDRESS:
 CITY, STATE, ZIP:
 TELEPHONE NO.:
 FAX NO
 E-MAIL ADDRESS

Item	Description	Unit	Qty	Unit Price	Total	Unit Price	Total
1.	Lease of Factory Police Motorcycle	Each	6	\$1,101.66	\$26,439.84	\$1,200.00	\$28,800.00
	Price Per Unit Price/Mo.			\$183.61		\$200.00	
						\$2,440.48	\$58,571.52
						\$406.75	

Frontier Harley Davidson
 Roger Uttecht
 2801 N. 27th St.
 Lincoln, NE 68521
 402-466-9100
 402-466-9187
 frontierhd@earthlink.net

Dillion Brothers 4-D
 Scott LiHill
 3838 N. HWS Cleveland Blvd
 Omaha, NE 68116
 402-289-5556
 402-289-1931
 scott@dillionharley.com

Harley-Davidson Of Omaha, Inc.
 Barry Spencer
 7337 "L" St.
 Omaha, NE 68127
 402-331-0022
 402-331-0024
 sales@harley-davidsonofomaha.com

copy



Tom Kopplin
Assistant Purchasing Agent
City Of Lincoln
440 South 8th Street
Lincoln, Nebraska 68508

7010

Mr Kopplin,

Here is what is included on the Bid to the City of Lincoln.

- 1) The model that we bid was the model requested, the FLHTPI. Fuel Injected Police Electra-Glide with frame-mount fairing, in white.
- 2) There are no exclusions to the optional equipment listed in 4.0-4.6 Everything listed in 4.0 - 4.6 is included as specified.

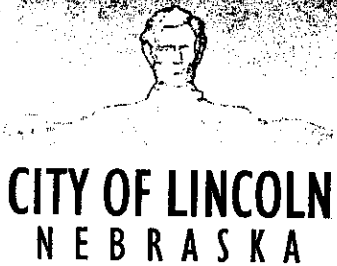
In light of our strong historic relationship with the Lincoln Police Department, as evidenced by the display of our 1958 Harley-Davidson Servi-Car in the Department Museum, our donation of a 2000 FLHTP Motorcycle to the LPD display in the Lincoln Children's Museum, and the countless number of Lincoln Police Officers who are customers of ours, we will provide the units with optional ABS braking system at no additional charge to the city.

- 3) There are no other exclusions or options other than specified by the City Of Lincoln.

Thank you

Roger Wittecht
General Manager
Frontier Harley-Davidson Inc.

copy



Purchasing Division / Finance Department
Vince M. Mejer, Purchasing Agent
440 South 8th Street
Suite 200, Southwest Wing
Lincoln, Nebraska 68508

402-441-7410
fax: 402-441-6513



MAYOR COLEEN J. SENG

www.ci.lincoln.ne.us

NOTICE TO BIDDERS SPECIFICATION NO. 04-255

The City of Lincoln, Nebraska intends to enter into a contract, and invites you to submit a sealed bid for:

Lease of Factory Police Motorcycles

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, October 13, 2004**, in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

For Technical Questions please call Sgt. Dan Schmidt 402-441-6587.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

Specification 04-255
Lease of Factory Police Motorcycles

1. INTENT

- 1.1 The intent of this invitation for bid is to establish a lease for up to Six (6) Factory Police Motorcycles, optional emergency equipment (emergency lighting and siren warning system), and maintenance contract, all to be included in a monthly lease per unit cost.
- 1.2 The lease term would be for a twenty-four (24) month period.

2.0 TECHNICAL SPECIFICATIONS, MINIMUM

- 2.1 Engine:
 - 2.1.1 Type: Gasoline
 - 2.1.2 Piston Displacement: minimum of 1084 cc State Size 1450^{cc}
 - 2.1.3 Cooling: Manufacturers maximum
 - 2.1.4 Vibration Dampening: Manufacturers maximum
 - 2.1.5 Power-train: Designed for low maintenance.
 - 2.1.6 Fuel System: Fuel Injected or Carbureted / Five (5) gallon minimum tank size, with reserve State Tank Size 5 Gallon
 - 2.1.7 Starter: Electric, Manufacturers maximum
- 2.2 Clutch / Transmission / Drive Train:
 - 2.2.1 Clutch: Manufacturers maximum. Hand control - low effort
 - 2.2.2 Transmission: Manual shift, minimum of five (5) forward speeds
 - 2.2.3 Final Drive: Belt driven or Drive shaft driven State Type Belt
- 2.3 Brakes
 - 2.3.1 Disc Brakes: Manufacturers maximum, front and rear
 - 2.3.2 Master Cylinder: Equipped with sight glass or equivalent
- 2.4 Suspension
 - 2.4.1 Handling Capability: Shall be designed to provide maximum handling characteristics necessary for law enforcement work
 - 2.4.2 Shocks: Manufacturers maximum
 - 2.4.3 Front Forks: Manufacturers maximum
 - 2.4.4 Swing Arm: Heavy duty, designed with sealed bearing pivot points
- 2.5 Tires / Wheels
 - 2.5.1 Wheels: Aluminum or magnesium alloy safety design State Type ALUMINUM
 - 2.5.2 Tires: Tubeless, non-skid highway tread, full four-ply fabric reinforcement, designed to remain on the wheel during sudden loss of air pressure.
 - 2.5.3 Tires shall be balanced for high speed operation.
- 2.6 Electrical System
 - 2.6.1 System: 12-volt
 - 2.6.2 Battery: Manufactures maximum, maintenance free type with the capability to crank the engine sufficient for starting with the ambient temperature at zero degrees Fahrenheit.
 - 2.6.3 Charging System: Manufacturers maximum

- 2.6.4 Connectors: All connectors shall be industrial grade, sealed, water proof, and corrosion resistant design.
- 2.6.5 All electrical connectors necessary shall be provided, including those connections required for attaching emergency lighting and warning system (siren).
- 2.6.6 Switches / Controls: All switches and controls shall be heavy duty, water resistant design.
- 2.6.7 Horn: Shall meet NE State regulation
- 2.7 Lighting:
 - 2.7.1 Quartz Halogen Headlight
 - 2.7.2 Light: Manufacturers standard
 - 2.7.3 Turn Signals: Self Canceling
 - 2.7.4 Flashers: Four-way, integrated into turn signal switches
- 2.8 2.8.1 Instruments / Gauges (As specified or pre-approved equal.)
 - 2.8.1.1 Speedometer
 - 2.8.1.2 Odometer
 - 2.8.1.3 Tachometer
 - 2.8.1.4 Fuel Level Indicator
 - 2.8.1.5 Pursuit Lamp Indicator
 - 2.8.1.6 Low Engine Oil Pressure Indicator
- 2.9 Feature Requirements
 - 2.9.1 Seat: Solo police saddle design with back support and covered with a heavy duty, breathable material.
 - 2.9.2 Side Stand: Kickstand, rubber bumper design
 - 2.9.3 Foot Boards or Foot Pegs: provided with non-skid rubber pads on upper surfaces.
 - 2.9.4 Guards: Front engine guard and rear saddlebag guard.
 - 2.9.5 Saddlebags: Fiberglass construction, factory installed, water resistant design, speed latches, with locks.
 - 2.9.6 Rear Trunk / Radio / Light Box: Factory mounted, lockable, with enough room to mount emergency lighting and ancillary radio equipment.
 - 2.9.7 Fairing & Windshield: Frame or Fork mounted fairing, latest design with clear poly-carbonate windshield.
 - 2.9.8 Mirrors: Left and Right non-magnifying with non-glare glass.
- 2.10 Emergency Response Locates:
 - 2.10.1 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.
 - 2.10.2 Factory or Special after market emergency response equipment must be able to be installed in those locates.
- 2.11 Radio Locate:
 - 2.11.1 A location to mount a police motorcycle radio complete with power connections (or availability to connect to the power locates for a 12-volt police radio).

3. **Warranty / Required Maintenance Program**

3.1 Warranty:

3.1.1 Factory 12 month, unlimited mileage warranty including parts and labor.

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

3.1.2 Required Maintenance:

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

4. **Optional Emergency Equipment**

4.1 Bid may include any factory or after market emergency lighting and warning equipment as an option.

4.2 It must be noted on the bid lease price, per unit, per month, as included emergency response equipment.

4.3 If emergency lighting package is included in the bid, it must be LED type or Strobe Type and must include both red and blue lighting that is visible from the front, rear, and both sides of the motorcycle.

4.4 Audible Warning System: 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).

4.4.1 Speaker for the system must be included.

4.5 Anti-Lock Brakes If available.

4.6 Paint: Manufactures standard white

5. **General**

5.1 Each unit shall have 3 keys with rings / tags, and be properly identified.

5.1.1 The key, specific to the unit, shall fit all locks.

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

5.3 Service Facility

5.3.1 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 local maintenance and parts facilities or have specific agreements in force with a third party to provide local maintenance in the Lincoln area.

5.3.2 Maintenance facility must have trained technicians and have a sufficient parts inventory in order to provide quality service on the equipment specified.

5.4 Taxes:

5.4.1 The City of Lincoln is sales tax exempt and does not pay sales tax on any purchase, lease, material or labor.

5.5 Shipping:

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

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

- 5.5.3 The City of Lincoln will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.
- 5.6 Delivery
- 5.6.1 Delivery is required F.O.B Destination, freight pre-paid within 120 days of receipt of the lease agreement, to the City of Lincoln's Police Garage facility, located at 635 "J" Street, Lincoln, Nebraska.
- 5.6.1.1 It shall be the Contractor's responsibility to meet the City's delivery requirements.
- 5.6.1.2 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.
- 5.7 Acceptance
- 5.7.1 Once the Material has been delivered, the Using Agency shall have a reasonable opportunity to inspect them.
- 5.7.2 The Using Agency shall have SEVEN (7) days to perform its acceptance testing and inspection of the Materials, after which time the Material shall be deemed accepted unless the Using Agency rejects the Materials.
- 5.8 Model Year Equipment
- 5.8.1 The City of Lincoln will only accept bids offering current model year equipment / product.
- 5.9 Order Cutoff Information
- 5.9.1 Contractors submitting proposals (bids) shall advise the City of Lincoln of all known order cutoff dates for equipment / product specified in the Invitation for Bids at the time of submission.
- 5.9.2 Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor.
- 5.9.3 The Contractor shall advise the City of subsequent cutoff dates by notifying Purchasing, in writing, of this new information.
- 5.10 Ordering Authority
- 5.10.1 Contractors should understand that any request for purchase of the material or services shall be accompanied by a valid Lease Agreement, issued by the City of Lincoln.
- 5.10.2 No other request is valid.

6. **INSURANCE**

- 6.1 The equipment being leased shall be self insured by the City.
- 6.2 The Vendor shall indicate any requirements for insurance.

7. **MOTOR VEHICLE DEALER LICENCE**

- 7.1 The successful bidder shall hold at the time of the Bid opening a current Motor Vehicle Dealer Licence from the State of Nebraska.
- 7.1.1 A copy of the bidder's Dealer Licence must be included in the proposal.
- 7.1.2 Failure to hold a current Motor Vehicle Dealer Licence will cause the bid to be immediately rejected without further consideration.

**PROPOSAL
SPECIFICATION NO. 04-255
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, October 13, 2004**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers _____ through _____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

Item	Description	Qty	Monthly Cost	Total Cost
1.	24 month Lease for Factory Police Motorcycle to include all Optional Equipment listed in section #4 of bid specifications	Per unit = 183 ⁰⁰	183 ⁰⁰	
		Six (6) x 183 ⁰⁰ = \$ 1101 ⁰⁰		\$ 26439 ⁸⁴ For 24 months

BID SECURITY REQUIRED: YES _____ NO _____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 04-255**

Frontier Harley Davidson Inc
COMPANY NAME

2801 North 27th St
STREET ADDRESS or P.O. BOX

Lincoln NE 68521
CITY, STATE ZIP CODE

402 466-9100 402 466-9187
TELEPHONE No. FAX No.

47-0757491
EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

Frontierhd@earthlink.net
E-MAIL ADDRESS

[Signature]
BY (Signature)

Roger J. Uttecht
(Print Name)

General Manager
(Title)

10-9-04
(Date)

90 DAYS
ESTIMATED DELIVERY DAYS

Check
TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, **after** tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov Keyword: Bid

INSTRUCTIONS TO BIDDERS
CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids 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 specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 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 specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

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. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum 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.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with 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.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form 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.
- 10.2 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.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents 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. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from

the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 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 proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 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.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60

days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/ equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 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.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then 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.
- 14.4 Successful 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 specification documents or purchase orders.
- 14.5 Selling dealer'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.

5. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal 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.
- 15.2 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.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all

claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 16.2 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 16.1 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 worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.