

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF RIDER CONTRACT

TO: G & G Motorcycles, Inc.
dba Richmond Harley-Davidson
12200 Harley Club Drive
Ashland, Virginia 23005

DATE ISSUED: September 8, 2021

CURRENT REFERENCE NO: 22-DES-R-407

CONTRACT TITLE: Police Motorcycles

THIS IS A NOTICE OF A RIDER CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Arlington rides the Lead Agency's contract referenced below for the goods and services so referenced. The contract documents consist of this notice and terms and conditions of the Lead Agency Agreement including any attachments or amendments thereto.

LEAD AGENCY NAME: Department of General Services – Division of Purchases & Supply

LEAD AGENCY CONTRACT NUMBER: E194-86423

EFFECTIVE DATE: September 9, 2020

EXPIRES: September 8, 2025

RENEWALS: None

COMMODITY CODE(S): 07156

LIVING WAGE: N

ATTACHMENTS:

ATTACHMENT A – COMMONWEALTH OF VIRGINIA CONTRACT NUMBER E194-86423 NOTICE OF AWARD

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: George B Wills

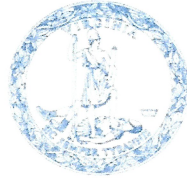
VENDOR TEL. NO.: (804) 752-2800

EMAIL ADDRESS: george@richmondharley.com

COUNTY CONTACT: Peaches Sturge-Cordner (DES-AUTO EQUIPMENT)

COUNTY TEL. NO.: (703) 228-6473

COUNTY CONTACT EMAIL: psturge@ARLINGTONVA.US



COMMONWEALTH of VIRGINIA

*Department of General Services
Division of Purchases and Supply*

J. Peter Stamps, CPPO, VCM, VCO
Director

P.O. Box 1199
Richmond, VA 23218-1199

NOTICE OF AWARD

Contract No. E194-86423

Date: September 9, 2020

eVA Vendor No. VS0000009746

Name: G & G Motorcycles, Inc.
Address: 12200 Harley Club Drive, Ashland, VA 23005
Bid Response Date: July 20, 2020
In Response to: IFB: 3879
To Furnish: Police Motorcycles, Line 1
During the Period: September 9, 2020 to September 8, 2025

hereby is accepted at prices and terms stated, subject to all conditions and requirements of the solicitation, purchase specifications, warranties, performance bond, and other stipulations, if any. The solicitation, your bid and this notice of acceptance constitute the contract.


Ryan Thompson, VCO
Statewide Sourcing & Contracting Officer



COMMONWEALTH of VIRGINIA

*Department of General Services
Division of Purchases and Supply*

J. Peter Stamps, CPPO, VCM, VCO
Director

P.O. Box 1199
Richmond, VA 23218-1199
Voice: (804) 786-3842

June 28, 2020

ADDENDUM NO. 1 TO ALL BIDDERS:

Reference – Invitation for Bids: 3879
Commodity: Police Motorcycles
Dated: June 13, 2020
For Delivery To: See Regions in Attachment G
Bid Due: June 29, 2020
Public Bid Opening: June 30, 2020

The above is hereby changed to read:

1. Reference eVA Public Posting – Bid Due Date: 5:00 PM July 8, 2020
2. Reference eVA Public Posting – Bid Opening Date: 1:00 PM July 9, 2020
3. Reference Page 3 – IV.A.8 Warranty: Delete this section.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Ryan Thompson, VCO
Statewide Sourcing & Contracting Officer

G & G Motorcycles, Inc.
Name of Firm

George B Wilks President
Signature/Title

07/07/2020
Date



COMMONWEALTH of VIRGINIA

Department of General Services
Division of Purchases and Supply

J. Peter Stamps, CPPO, VCM, VCO
Director

P.O. Box 1199
Richmond, VA 23218-1199
Voice: (804) 786-3842

ADDENDUM NO. 2 TO ALL BIDDERS:

Reference – Invitation for Bids: 3879
Commodity: Police Motorcycles
Dated: July 8, 2020
For Delivery To: Statewide
Bid Due: July 20, 2020
Public Bid Opening: July 21, 2020

The above is hereby changed to read:

1. Reference eVA Public Posting – New Bid Due Date: 5:00 PM July 20, 2020
2. Reference eVA Public Posting – New Bid Opening Date: 1:00 PM July 21, 2020
3. Reference eVA Public Posting Attachments – Attachment C: Attachment C has been removed and replaced with Attachment C Updated.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Ryan Thompson, VCO
Statewide Sourcing & Contracting Officer

G & G Motorcycles, Inc.

Name of Firm

George B Wilks President
Signature/Title

07/20/2020

Date

IFB# 3879
Police Motorcycles

Attachment A

I. PURPOSE

The purpose and intent of this Invitation for Bids (IFB) is to solicit sealed bids to establish a contract with one or more qualified supplies to provide Police Motorcycles to all Commonwealth of Virginia agencies, institutions of higher education, or other public bodies (collectively “Authorized Users”) as defined in the Code of Virginia §2.2-1110, 2.2-1120, and 2.2-4301.

Any contract that may result from this solicitation will be a mandatory use term contract for use by Commonwealth of Virginia executive branch agencies and optional-use for other public bodies and authorized users. Any contract that may result from this solicitation will be established and managed by the Commonwealth of Virginia, Department of General Services (DGS), Division of Purchases and Supplies (DPS).

All Authorized Users shall place orders through eVA for any contract that may result from this solicitation.

II. PERIOD OF CONTRACT: The period of the contract will be from Date of Award through a five-year period. Pricing can be adjusted at the start of each model year (please see VII.15 Price Escalation/De-escalation)

III. BACKGROUND AND/OR HISTORICAL SALES DATA:

The Commonwealth has, historically, maintained a police motorcycle contract for use by state agencies as well as local governments and other authorized users. In the last full year of the contract, 2018, there was a total of \$ 1,294,684.90 spent on this contract. The Commonwealth does not guarantee similar sales for any resulting contract.

IV. SCOPE OF WORK

The Contractor shall furnish and deliver Police Motorcycles and any requested options that can be provided with the vehicle.

A. REQUIREMENTS:

1. **Bidder Requirements:** Bidders shall submit complete pricing of the product being offered. Bidders shall indicate pricing and options on Attachment C – Pricing Schedule next to each specification item, using the lines provided across from the specified items. The Commonwealth reserves the right to obtain technical data and to request clarification when deemed necessary. Failure on the part of the Bidder to provide all requested documentation may be cause to deem the bid non-responsive.
2. **Fleet Numbers:** If required by the Manufacturer, all Authorized Users shall provide a Fleet Number prior to placing a Vehicle order with the Contractor. The Contractor shall verify if the Authorized User has an existing number. If the Authorized User

does not have a required Fleet Number, the Contractor shall fully assist them in obtaining one.

3. **Delivery Locations and Times:** Vehicles shall be delivered to various state agencies, cities, counties, towns and political subdivisions throughout the Commonwealth as required and indicated in the purchase order. Normal hours for delivery shall be between the hours of 8:00 AM and 5:00 PM, except on official state holidays and periods of shut down, unless otherwise instructed by the Authorized User. The Contractor shall clarify and coordinate deliveries with the Authorized User.
4. **Delivery Charges:** The Contractor shall provide delivery for the Vehicle(s) purchased in accordance with the following:
 - i. Distance: Shall be calculated by the number of actual miles from the Contractor's physical address to the delivery point specified by the Authorized User. Mileage shall be determined using Google (maps and directions) at <http://maps.google.com>; with the results rounded up to the next whole mile.
 - ii. Included Miles - Distance equal to or less than 50 miles and all deliveries to DGS Office of Fleet Management Services (OFMS) in Richmond, Virginia and the Virginia State Police located at 7700 Midlothian Turnpike North Chesterfield, VA 23235: Vehicle(s) shall be delivered FOB Destination, freight included. No extra charges permitted.
 - iii. Additional Mileage – Distance equal to or more than 51 Miles: The Contractor may add an additional delivery charge of no more than \$1.80 per mile of the difference between the actual total distance minus 50 included miles. (Example: Actual total distance= 150 miles, minus 50 included miles, equals 100 miles applicable to an additional delivery charge per Vehicle.)
 - iv. Bidders shall provide the additional delivery rates in accordance with the Pricing Schedule and as follows:
 1. Single purchase order for multiple Vehicles: Bidders should offer a reduced delivery rate for multiple Vehicles ordered on any single purchase order. The regular rate provided must be equal to or less than \$1.80 per mile applicable to the first Vehicle and any reduced rates should apply to subsequent Vehicles on the same purchase order. Partial shipments of any single order made at the option of the Contractor shall not change delivery charges.
 2. Multiple purchase orders: If the Contractor delivers multiple Vehicles ordered on different purchase orders in a single shipment, the Contractor should extend the reduced delivery rate(s) to the Authorized User. The Contractor must have prior written approval from the Authorized User and obtain any necessary change orders.
 3. Additional delivery rates shall not apply to any Vehicle ordered by OFMS.
5. **Delivery Lead Time:** Bidders shall provide a delivery lead-time, after receipt of order (ARO), in the "Delivery Date" section of the solicitation. This lead-time shall be for orders placed prior to the build out date.
6. **Pricing Schedule:** All Bidders must enter Vehicle pricing on Attachment C and in the required field on the bid document.
7. **Taxes:** No Federal Taxes shall be included in the bid response pricing, including tires. The Authorized Users as described herein shall furnish their Tax Exemption Registration number upon request.

8. **Warranty:** The warranty period must commence when Vehicles are actually placed into service as evidenced by the Authorized User's records, rather than commencing upon delivery. The warranty shall include the manufacturer's standard Bumper to Bumper Warranty for a minimum of 3 years or 36,000 miles. Shall include all standard manufacturer's vehicle warranty coverage such as the Safety Restraint System Warranty, Corrosion Coverage Warranty, Emissions Defect Warranty, and Emissions Performance Warranty.
9. **Preparation:** Vehicles must be delivered clean and complete and ready for service including a current Virginia State Inspection. New Vehicle service preparation must be performed by the Contractor according to the manufacturer's specifications. Each Vehicle must be delivered with a half (1/2) tank of gas. Vehicles delivered without proper Contractor preparation must be picked up, serviced, and re-delivered by the Contractor at no additional cost to the Authorized User.
10. **Delivery Inspection:** Each Vehicle delivered will be checked for compliance with the purchase order. If any deviations from the specifications, damage, or improper Contractor preparation exist, the invoice will not be approved for payment until the Contractor corrects all defects.
11. **Miscellaneous:** Vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.2, Chapter 10, of the Code of Virginia and shall include a valid State Inspector Sticker. No dealer identifications such as sticker, decal, metal emblem and so forth will be accepted on Vehicles furnished under the contract.
12. **Ordering:** The parties agree that all orders issued under the contract by Authorized Users shall be processed through eVA unless specifically exempted by DPS in writing. Orders against the contract which are not processed through eVA are not in compliance with the terms and conditions of the contract and Contractors receiving such non-eVA orders shall request the Authorized User to resubmit the order through eVA. If the Contractor accepts an order under the contract, where the order has not been processed through eVA, the Contractor will be in breach of contract. If an Authorized User issues an order which is not processed through eVA, but purports to be authorized by the contract, the agency may be found in violation of Section 2.2-4376 of the Code of Virginia. Section 2.2-4376 prohibits public employees from knowingly making false statements or misrepresentations, and from using documents known to contain false statements or misrepresentations.
13. **New Equipment:** The Vehicles offered in response to this solicitation and delivered under the contract must be new and unused current models of the Vehicle. No prototype or demonstrator Vehicle will be accepted, and offering of such a Vehicle will be cause for bid rejection.
14. **Equivalent:** Bidders who can offer an equivalent Vehicle to either of the requested line items and wish to bid it, shall provide a side by side comparison showing how their Vehicle meets or exceeds the specs of the requested Vehicle. This side by side comparison shall be furnished with the bid or may be cause to declare the bid nonresponsive.

V. GENERAL BID INFORMATION

A. BID CLARIFICATIONS

Questions regarding the solicitation must be submitted in writing to Ryan Thompson via e-mail at ryan.thompson@dgs.virginia.gov no later than 5:00 PM on June 22, 2020. Bidders should identify the email by noting the solicitation number "IFB# 3879" in the subject line. Responses to clarifications may be posted in eVA's Virginia Business Opportunities (VBO). The identity of bidders will not be published with the response. Formal changes to the IFB, including but not limited to contractual terms and procurement requirements, will only be changed by formal written addenda issued by DPS.

There shall be no communication of any type on any aspect of this solicitation, written or otherwise, by any prospective bidder, including any sub-bidder, bidder's agent or other type of bidder representative, with any employee or agency of the Commonwealth of Virginia, with the exception of the DPS Contracting Officer noted in the solicitation, unless a bidder is instructed otherwise by the DPS Contracting Officer. Failure to comply with this requirement may disqualify a bidder from participation in this opportunity. Bids should be based on the information presented in this solicitation, which may be changed only by written amendment by the DPS Contracting Officer.

As used in this IFB, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the bid. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary.

B. BID SUBMISSION REQUIREMENTS

Bid submission information as well as security information can be found on Attachment B: IFB Submission and Security Instructions.

VI. REPORTING REQUIREMENTS AND SURCHARGE ADJUSTMENT FEE (SCA)

A. CONTRACTOR'S QUARTERLY REPORT OF SALES:

Contractor shall provide electronic reports in Microsoft Excel format on a quarterly basis showing total invoiced sales data, which means all invoices issued within the reporting period. Reports shall be provided no later the 15th of the next month following the end of the calendar quarter, reporting total invoiced sales and return transactions that took place in the immediately preceding quarter. Reports shall be sent to the DPS Contracting Officer. Failure to submit required information in a timely manner may result in cancellation of the Contract.

B. SURCHARGE ADJUSTMENT FEE:

Contractor shall pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. **DGS will not issue invoices or statements.** The Contractor must remit the SCA fee by the last day of the month following the end of the calendar quarter. The SCA fee for this contract is \$350.00 per vehicle sold on this contract. The SCA fee amount due must be paid by check with identification of "Contract Number," "Report Amounts," and "Report Period" on either the check stub or other remittance material. DGS may, at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates the agreement, then the payment shall be made by check as described herein.

Checks shall be payable to: Treasurer, Commonwealth of Virginia.

Checks shall be mailed to:
DGS/Division of Purchases and Supply
ATTN: VSSI Coordinator
PO Box 1199
Richmond, VA 23218-1199

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a debt that the Contractor is obligated contractually to pay to the Commonwealth of Virginia, and the Commonwealth may exercise all rights and remedies available under law. Reports shall be sent to the DPS Contracting Officer and to the following email address: vssireport@dgs.virginia.gov. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in cancellation of the Contract.

C. REPORTING AND PAYMENT SCHEDULES:

<u>Quarterly Report Period</u>	<u>Sales Months</u>	<u>Report Due</u>
1st Quarter	Jan, Feb, Mar	April 15th
2nd Quarter	Apr, May, June	July 15th
3rd Quarter	July, Aug, Sept	October 15th
4th Quarter	Oct, Nov, Dec	January 15th

<u>SCA Fee Period</u>	<u>Sales Months</u>	<u>Payment Due</u>
1st Quarter	Jan, Feb, Mar	April 30th
2nd Quarter	Apr, May, June	July 31st
3rd Quarter	July, Aug, Sept	October 31st
4th Quarter	Oct, Nov, Dec	January 31st

VII. SPECIAL TERMS AND CONDITIONS

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **ORDERS:** Authorized Users must order goods and/or services available from the Contract by issuing an eVA order through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>.
3. **AWARD TO MULTIPLE BIDDERS:** The Commonwealth will make awards on a Line Item basis to the lowest responsive and responsible bidder on each line. If an equivalent is offered for any line and accepted as an equivalent by the Commonwealth, the lowest responsive and responsible bidder shall receive the award for that equivalent alongside the lowest responsible and responsive bidder offering the requested make and model for that line. Due consideration will be given to price, quality as judged by tests and previous experience, and of the ability of the bidder to render required services. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
4. **AUTHORIZED DEALER:** By signing this bid, the Bidder certifies that it is a manufacturer-authorized dealer for all goods and services it proposes to furnish under any resulting contract. If requested by the Commonwealth, the Bidder shall provide supporting evidence from the manufacturer.
5. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
6. **eVA ORDERS AND CONTRACTS:** The contract will result in multiple purchase orders with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall [be](#) the eVA vehicle punch-out catalog. Contractor shall provide information in a format deemed acceptable to the Statewide Sourcing and Contracting Officer. Uploading the information to the eVA vehicle punch-out catalog will be done by the Division of Purchases and Supply.

7. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the 60 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
8. **BID PRICES:** Bids shall be in the form of a firm base vehicle unit price during the current model year period. Bids shall state any discounts offered on options at time of bid.
9. **DELIVERY: Bidders shall fill out one of the two delivery clauses:**

- a. **For Dealers:** Bidders shall be held to the time it takes for them to deliver the vehicle to the customer fully titled after they receive it from the manufacturer (turn time). Bidders shall also indicate how long it takes for the vehicle to be delivered to the dealer after an order has been placed with the manufacturer (lead time).

1. **TURN TIME PER VEHICLE ORDERED: _____ DAYS AFTER RECEIPT FROM MANUFACTURER**
2. **MANUFACTURER'S LEAD TIME PER VEHICLE: _____ DAYS ARO**

Throughout the life of the contract, the Commonwealth understands that issues may arise during the model year and delay the vehicle lead-time. If the manufacturer communicates a manufacturing delay, contractor shall notify the DPS Contracting Officer as well as the authorized users who are impacted.

- b. **For Manufacturer Direct Sales** Delivery of goods or performance of services shall be within the number of calendar days stated below after receipt of order (ARO) by the bidder. Bidders shall indicate their current expected delivery time below:

BIDDER'S CURRENT EXPECTED DELIVERY TIME: ____ CALENDAR DAYS ARO

If during the life of the contract there are any delays in production of the vehicles, the contractor shall notify both the DPS Contracting Officer and the impacted authorized users. If the contractor's delivery is delayed due to an event beyond the contractor's control including, but not limited to, natural disaster, fire, an act of war or terrorism, or a labor strike then the time for delivery of the vehicles shall be extended by the Commonwealth for thirty (30) days unless negotiated after such event has ended. The Commonwealth shall evaluate these situations on a case-by-case basis.

10. **DELIVERY NOTIFICATION:** The ordering Agency shall be notified two (2) business days prior to delivery so that personnel may be available to inspect and receive vehicles being delivered. Notification shall be made to the individual indicated on the purchase order.
11. **PROMPT PAYMENT DISCOUNTS:** Agency will pay within 30 days after acceptance. A prompt payment discount offered for prompt payment should be included in your bid where indicated. Discounts will not be calculated in determining net low bid.
12. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete delivery ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

13. **FINAL INSPECTION:** The Contractor shall demonstrate to the Authorized Users representative that the equipment delivered is fully operational and in compliance with the contract specifications. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance.
14. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:**
 - A. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All bidders are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder shall note such on the Small Business Subcontracting Plan. No bidder or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids.
 - B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
 - C. Prime Contractor Subcontractor Reporting:
 1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
 2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

15. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of providing goods and services. The PRODUCER PRICE INDEX/INDICES: 141104 Motorcycles, Including Three-Wheel Motorbikes, Motorscooters, Mopeds, And Parts, and other relevant market conditions as determined appropriate and approved by DPS, will be used as guides to evaluate requested price changes. No price increases will be authorized for the current Model Year after the effective date of the contract. Price adjustments may only be allowed at the introduction of new model year to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall request approval in advance for any price increase by notifying the purchasing office. Any approved price changes shall be effective on the agreed upon effective date of the pricing change. In order to receive approval, the contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

DPS will update the publicly posted contract/eVA catalog with the new pricing on the effective date. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

16. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
17. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
18. **WARRANTY (VEHICLE):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation and rights and remedies permitted under applicable law. A copy of this warranty should be furnished with the bid.

During the life of the contract, the contractor shall provide all warranty service and shall have their own repair facilities (unless the vehicle manufacturer requires the work performed by them or another party) with sufficient parts and labor to support the vehicles

sold under this contract. Contractor shall track all vehicles that receive warranty work under this contract and may be asked to produce that report during the life of the contract. If available, contractor shall furnish operating manuals and schematic design for all vehicles.

19. **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in advance in writing by the DPS Contracting Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the DPS Contracting Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

In the event any item on the contract is to be discontinued and/or replaced by a new item, the Contractor must notify the DP's Contracting Officer in writing in advance of the product discontinuance/replacement. A formal contract modification will be processed by the DPS Contracting Officer to reflect these types of changes.

20. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

21. **PAST MODEL YEARS AND STOCK VEHICLES:** Contractors are allowed to keep additional new unused vehicles as stock. Should the contractor keep new stock vehicles on this contract to cover immediate demand by the Commonwealth or localities the following shall apply:
- a. Only vehicles and specific model years that were explicitly incorporated into the contract can be sold as stock.
 - b. Only new and unused vehicles shall be sold as stock vehicles.
 - c. Stock vehicle prices cannot exceed the pricing for their specific model year but can be sold at a reduced rate with approval from the DPS Contracting Officer. For example, model year 202_ vehicles shall always be sold at the agreed upon price for the 202_ model year or less and cannot be sold at a higher rate. If a lower price is offered by the contractor on a stock vehicle, a justification shall be sent to and approved by the DPS Contracting Officer before that price can be applied to the vehicle.
 - d. Vehicles shall not be sold after the expiration of the contract. The Commonwealth is not responsible for unsold stock at any time during or after the contract.

22. **VIRGINIA MOTOR VEHICLE DEALER LICENSE**: In accordance with Code of Virginia § 46.2-1508, the motor vehicle manufacturer/distributor (“bidder”) certifies that it is licensed by the Virginia Department of Motor Vehicles to conduct business in the Commonwealth of Virginia. Further, the bidder shall maintain the required license throughout the course of the contract. Additionally, the bidder shall comply with the requirements of the Code of Virginia § 46.2-1566 through 46.2-1573.02, including Code of Virginia § 46.2-1572. The bidder shall immediately notify the Commonwealth of Virginia’s Department of General Services, Division of Purchases and Supply in writing in the event its license is either not renewed, or revoked and/or it fails to comply with the other stated provisions in the Code of Virginia during the period in question.
23. **LOBBYING AND INTEGRITY**: Bidders are cautioned that communications with individuals other than the DPS Contracting Officer may result in incorrect and/or insufficient information being provided. In addition, the bidder shall not, in connection with this or any other agreement with the Commonwealth of Virginia, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any state officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state officer or employee.

Upon request of the Commonwealth of Virginia’s, Department of General Services, the bidder shall provide any type of information deemed relevant to the bidder’s integrity or responsibility to provide the services or goods, described herein.

24. **EXCLUSIVITY OF TERMS AND CONDITIONS**: No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other agreement containing contractual terms and conditions. No contractor shall be required to sign with Authorized Users any additional agreements, contracts, or other documents that were not part of the original contract. Any documents signed by persons other than the Director of DPS or their authorized designee shall have no validity or effect upon the Contract.
25. **CONTRACTUAL DISPUTES**: In accordance with Code of Virginia § 2.2-4363, contractual claims, whether for money or other relief, shall be submitted in writing to the Authorized User no later than sixty (60) days after final payment; however, written notice of the Contractor’s intention to file such claim must be given to the Authorized User at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The Authorized User shall render a final decision in writing within thirty (30) days after its receipt of the Contractor’s written claim.
1. The Contractor may not invoke any available administrative procedure under Code of Virginia § 2.2-4365 nor institute legal action prior to receipt of the Commonwealth’s decision on the claim, unless the Commonwealth fails to render its decision within thirty (30) days. The decision of the Commonwealth shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Code of Virginia § 2.2-4364 or the administrative procedure authorized by Code of Virginia § 2.2-4365.
 2. The Commonwealth or any Authorized User, and their officers, agents and employees, including without limitation, the contracting and Ordering Officers, are

executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent of the Commonwealth agency or Authorized User that is purchasing and receiving the goods or services in question and need not be joined as a party to any dispute that may arise there under.

3. In the event of any breach by the Commonwealth or any Authorized User, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor' remedies include the right to terminate any services hereunder.

26. **FINANCIAL WARRANTY:** Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract are always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS's request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body, and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the contractor.

27. **PERIOD FOR PERFORMANCE OF PURCHASE ORDERS:** To be valid, a purchase order issued under this Contract must be issued during the term of the Contract. The period specified for performance of the purchase order may extend past the term of the Contract. If a notice terminating this Contract is issued, the notice shall be construed as applying only to the Contract and not to any existing purchase order, unless the notice expressly states the intent to terminate the purchase order.

28. **DELIVERY/SERVICE TO CORRECTIONAL INSTITUTIONS:**

The Contractor shall be responsible for adherence to the following guidelines as they pertain to delivering goods and/or providing serves to correctional institutions, especially if the location is within the secured perimeter:

 - a. The Contractor shall be responsible for ensuring that all personnel connected with the work comply with the rules and regulations of each ordering institution, which may reach beyond the scope of this specification.
 - b. The Contractor shall maintain proper security and control over all personnel, equipment, tools, and materials at all times. The Contractor's equipment and personnel shall be subject to security checks and associated delays therefrom.

- c. There shall be no verbal discussion or physical contact between the Contractor's employees and offenders.
- d. Anyone bringing any offender any item, such as (but not limited to) weapons, tools, food, drink, clothing, cigarettes, matches, correspondence, printed or electronic media, or assisting offenders to escape is in violation of Commonwealth law and may be prosecuted to the fullest extent of the law.
- e. No weapons, alcohol, drugs, or medication of any type will be allowed on Commonwealth property.
- f. Keys shall be removed from all vehicles and other mobile equipment when not in operation. Vehicle doors and tool compartments shall be locked at all times when not in use. Ladders left on vehicles shall be chained and locked at all times.
- g. Any tools, especially cutting tools, if left unattended, will be confiscated.
- h. All security regulations shall be observed at all times. These will be made known to the Contractor and his representatives by the Institutional Security Chief, or his designee, at the point of entrance to the institution.
- i. All persons entering the prison complex are subject to search.
- j. Contractors and their representatives are limited to movement to and from, and within, the immediate area of their work.
- k. An institutional employee may be designated as a liaison between the Contractor and institution. Unless otherwise stated this person will be the Department Superintendent for whom the Contractor is performing the service or delivering the goods.
- l. Vehicles may not be permitted to leave the facility until after the daily or routine security check has been performed.
- m. All Contractor employees shall have valid identification with photograph at all times for identification. Validity of identification is determined solely at the discretion of the institution. A valid government-issued driver's license is generally acceptable. No persons will be permitted to enter the institution without valid identification.
- n. The institution reserves the right to refuse entrance to anyone who appears, in the institution's sole judgment, to be under the influence of drugs or alcohol, or otherwise impaired.

29. **OPTIONS (Add-ons & Deletes):**

Bidders shall, for options not listed on the pricing schedule, provide a blanket discount off of the Manufacturer Suggested Retail Price (MSRP). After award of contract, contractor shall provide list of all options available for each vehicle on contract. For options that were not priced specifically in the bid/proposal, this list shall include a percentage off the Manufacturer Suggested Retail Price (MSRP), the MSRP for each listed option, and the final price with discount applied. The following shall also apply:

- a. The price listed is the full price of that option. There shall be no additional charges, shipping, delivery, installation, etc. added to any option.

- b. Unless an option is specifically identified in the bid as a dealer installed option, all options shall be factory installed by the manufacturer.
 - c. If the base vehicle contains options which the Authorized User can and elects to delete, the price of those options shall be credited towards the purchase price of the vehicle.
 - d. The Commonwealth reserves the sole right to determine what options are allowed to be sold on the contract and how they are categorized. The “categories” may include Options that will be available for purchase by restricted agencies, all authorized users, or by local government only.
 - e. Options that have not been explicitly incorporated into the contract by a contract modification may be purchased as long as the approval from the DP’s Contracting Officer is granted to the Authorized User and the option is priced according to the blanket discount.
30. **BUILD OUT/FACTORY ORDER CUT-OFF DATE:** The build out, also referred to as the factory order cut-off date, is the date set by the manufacturer and is the latest date where dealers and customers can place an order with the vehicle manufacturer. The following shall apply during the life of the contract:
- a. **Contractors who are authorized dealers:** Contractor shall state the manufacturers build out date for each model and must fill all orders with the manufacturer that are placed by authorized users prior to the build out date. The Commonwealth understands build out date is subject to change and the contractor shall update the DPS Contracting Officer of any changes. Contractors will not be expected to fulfill orders after build out date.
 - b. **Contractors who are manufacturers:** Contractor shall state their build out date for each model and must fill all orders that are placed by authorized users prior to the build out date. The Commonwealth understands build out date is subject to change and the contractor shall update the DPS Contracting Officer of any changes. Contractors will not be expected to fulfill orders after build out date unless they possess the ability to produce additional vehicles of that model year.
31. **SALES AND SUPPORT SERVICE:** The contractor shall have a full time sales representative assigned to the Commonwealth to regularly assist authorized users, address problems, e-procurement concerns, and other matters. The contractor shall apprise the Commonwealth of any quality issues including recalls, upgrades, and product warnings that may affect product performance and safety. All service representatives, who are assigned to work the contract, shall have on-line access to information to provide immediate response to inquiries concerning the status of orders, delivery information, back-order information, statewide contract pricing, and general product information. Representatives shall be available by phone, fax or email. Such contact information shall be provided to the Commonwealth and any ordering entities.

Contractor shall send authorized users an email confirmation of receipt of any purchase order they place against the contract. This confirmation shall include the options, color choices, etc. being placed. This requirement shall apply to all orders issued against this contract. Confirmation shall be sent within 10 days after receipt of an order and shall

indicate the date the order was placed with the manufacturer. Confirmations shall be emailed to the authorized user's address shown on the purchase order and to anyone else the authorized user has requested the confirmation to go to.

32. **NEW VEHICLE PREPARATION:** Vehicles shall be delivered clean and complete and ready for service including a current Virginia State Inspection. New vehicle service preparation must be performed by the dealer according to the manufacturer's specifications. Vehicles delivered without proper dealer preparation must be picked up, serviced, and re-delivered by the dealer at no additional cost to the ordering agency.

The contractor shall deliver the vehicles ready to for use with all parts working correctly. Additionally the following shall apply

- a. Temporary License: A 30 Day license tag shall be furnished with each vehicle unless Authorized Users waive, in writing, the 30 Day tag.
- b. Title Papers: All papers for titling purposes shall be delivered with each vehicle.
- c. State Inspection Stickers and Decals: Vehicles furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.2, Chapter 10, of the Code of Virginia and shall include a valid State Inspection Sticker. No dealer identifications such as sticker, decal, metal emblem and so forth will be accepted on automobiles furnished under this contract.
- d. Taxes: No Federal Taxes are to be included in the contract price at any time, including on tires. The Authorized Users as described herein shall furnish their Tax Exemption Registration number upon request.
- e. Vehicle Publications, Forms and Documents: The contractor shall furnish one (1) copy each of the following per vehicle:
 - i. New Vehicle Warranty Information Manual
 - ii. New Vehicle Owner's Manual
 - iii. Manufacturer's Statement of Origin (MSO)
 - iv. Delayed Warranty Start Form, and any other such documents as necessary for delivery.
 - v. Emissions Certifications: Stating the vehicle meets U.S. Government Standards for sale in the Commonwealth of Virginia.

VIII. INVOICES AND PAYMENT

A. INVOICES:

Contractor shall submit the invoice(s) to the address designated on the Order no later than the 10th of the month following acceptance by the Authorized User of goods and services rendered. No invoice may include any cost other than those identified in the Order referencing the Contract. Invoice(s) shall provide at a minimum:

1. Name of the ordering entity
2. Entity point of contact name
3. Description of the goods and/or services provided
4. Contract number
5. Purchase order number
6. Invoice number
7. Invoice date
8. Invoice amount

B. PAYMENT:

Payment will be made in accordance with the Virginia Public Procurement Act. Commonwealth of Virginia Executive Branch Agencies will remit payment within thirty (30) days after receipt of a valid invoice for all goods and/or services received and accepted, per § 2.2-4350. Localities will remit payment within forty-five (45) days of receipt of a valid invoice for all goods and/or services received and accepted, per § 2.2-4352. Payment is anticipated to be made by check or EDI.

Solicitation Print

[Return to Solicitation](#) [Send to Printer](#)

Solicitation 3879

Procurement Folder: 86423

Solicitation: 3879

Solicitation Type: Invitation for Bids (IFB)

Short Description: Police Motorcycles

Description: The purpose and intent of this Invitation for Bids (IFB) is to solicit sealed bids to establish a contract with one or more qualified suppliers to provide Police Motorcycles to all Commonwealth of Virginia agencies, institutions of higher education, or other public bodies (collectively "Authorized Users") as defined in the Code of Virginia §2.2-1110, 2.2-1120, and 2.2-4301.

External Solicitation ID:

External Solicitation Version:

External Solicitation Type:

Closing Date: 7/20/2020

Requestor Office: E194

Preparer Office: E194

Work Location: Statewide

Created By: rthompso43

Created On: 7/8/2020

High-Risk: No

Amendment: 2

Status: Awarded

Issued Date: 7/8/2020

Closing Time: 5:00 PM

Phone: (804) 786-2397

Phone: (804) 786-2397

Modified By: rthompso43

Modified On: 7/8/2020

Attachments

Attachment Name: Attachment A .pdf

Attachment Name: Attachment B, IFB Submission & Security Instructions.pdf

Attachment Name: Attachment C.xlsx

Attachment Name: Attachment D - Vendor Data Sheet.pdf

Attachment Name: Attachment E - Small Business Subcontracting Plan.pdf

Attachment Name: Attachment F - State Corporation Commission Form.pdf

Attachment Name: IFB 3879 Addendum 1.pdf

Attachment Name: Attachment C Updated.xlsx

Attachment Name: IFB 3879 Addendum 2.pdf

Description: Specifications

Description:

Description: Pricing and Options

Description:

Description:

Description:

Description: Addendum 1

Description: Attachment C Updated

Description: Addendum 2

Contact Information

Ryan Thompson

Email: ryan.thompson@dgs.virginia.gov

Phone: (804) 786-2397

Fax:

Other Events

Information not provided

Commodity Information**Lot 1: Lot 1****Lot 1, Line 1**

Commodity: 07156 Motorcycles

Specifications:

Description: BMW R 1250 RT-P Motorcycle

Manufacturer:

Part Number:

Product/Category:

Serial Number:

Specification:

Line Type: Good

Quantity: 1

Unit: each

Requested Delivery Date:

Drawing:

Piece:

Color:

Size:

Model:

Detailed Instructions:

Warranty:

Ship To

eVA-Shipping Exception

SEE COMMENTS

eVA, VA 99999-9999

US

Shipping Method:

MSDS Required?: No

Hazardous Materials:

Handling Instructions:

Packing Instructions:

Additional Instructions:

Shipping Instructions:

Bill To

eVA-Billing Exception

Same as Ship To Address

eVA, VA 99999-9999

US

Billing Instructions:

External Lot Number:

External Line Number:

Lot 1, Line 2

Commodity: 07156 Motorcycles

Line Type: Good

Quantity: 1

Specifications:
 Description: **Harley-Davidson Police Electra Glide**
 Manufacturer:
 Part Number:
 Product/Category:
 Serial Number:
 Specification:

Unit: **each**
 Requested Delivery Date:
 Drawing:
 Piece:
 Color:
 Size:
 Model:
 Detailed Instructions:

Warranty:

Ship To

eVA-Shipping Exception
SEE COMMENTS
 eVA,VA 99999-9999
 US

Shipping Method:
 MSDS Required?: **No**
 Hazardous Materials:
 Handling Instructions:
 Packing Instructions:
 Additional Instructions:
 Shipping Instructions:

Bill To

eVA-Billing Exception
 Same as Ship To Address
 eVA,VA 99999-9999
 US
 Billing Instructions:

External Lot Number:

External Line Number:

Build Commodity List

Line	Commodity	Description
1	07156	Motorcycles

Terms And Conditions

Section GEN

NOTE

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, section 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation for bid.

VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

APP. LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, section 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION

"By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and section 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, section 2.2-4343.1E). In every contract over \$10,000 the provisions in 1. and 2. below apply: 1. During the performance of this contract, the contractor agrees as follows: a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated. e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract. 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor."

ETHICS IN PUBLIC CONTRACTING

By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM

Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS

By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

MANDATORY USE OF STATE FORM

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

CLARIFICATION OF TERMS

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT

"To Prime Contractor: a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed. d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, section 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, section 2.2-4351... The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, section 2.2-4363). 2. To Subcontractors: a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth. 3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment. 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments."

PRECEDENCE OF TERMS

The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF BIDDERS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

CHANGES TO THE CONTRACT

"Changes can be made to the contract in any of the following ways: 1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods: a. By mutual agreement between the parties in writing; or b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or c. By ordering the contractor to proceed with the work and keep a record of all costs incurred

and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally."

DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

TAXES

"Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price."

USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

TRANSPORTATION AND PACKAGING

By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

INSURANCE

By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **MINIMUM INSURANCE COVERAGES AND LIMITS:** 1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. 2. Employer's Liability - \$100,000. 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement. 4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.) Profession/Service Limits Accounting \$1,000,000 per occurrence, \$3,000,000 aggregate Architecture \$2,000,000 per occurrence, \$6,000,000 aggregate Asbestos Design, Inspection or Abatement Contractors \$1,000,000 per occurrence, \$3,000,000 aggregate Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) \$2,150,000 per occurrence, \$4,250,000 aggregate (Limits increase each July 1 through fiscal year 2031 per Code of Virginia § 8.01-581.15.) Insurance/Risk Management \$1,000,000 per occurrence, \$3,000,000 aggregate Landscape/Architecture \$1,000,000 per occurrence, \$1,000,000 aggregate Legal \$1,000,000 per occurrence, \$5,000,000 aggregate Professional Engineer \$2,000,000 per occurrence, \$6,000,000 aggregate Surveying \$1,000,000 per occurrence, \$1,000,000 aggregate

ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

DRUG-FREE WORKPLACE

"Applicable for all contracts over \$10,000: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract."

NONDISCRIMINATION

A bidder shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

eVA VENDOR REGISTRATION

"The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor

Registration. All bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows: a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is: (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order. (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order. b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation with the eVA transaction fee specified above assessed for each order. For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes."

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

SET-ASIDES AWARD PRIORITY

This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award Priority" accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids.

BID PRICE CURRENCY

Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.

AUTHORIZATION TO CONDUCT BUS.

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Reminders

Reminder: Please make sure you have read and completed attachments C through F. Please also make sure you have uploaded those attachments with your response

Vendor List

Information not provided

Free Form Vendor

Information not provided

Publishing Options

Pre-Bid Conference Type:

Category: **Equipment - Non-Technology**

Pre-Bid Conference Date:

Publish Date: **7/8/2020**

Close Date: **7/20/2020**

Open Responses Date: **7/21/2020**

Pre-Bid Conference Time:

Publish Time: **3:30 PM**

Close Time: **5:00 PM**

Open Responses Time: **1:00 PM**

7. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the 60 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
8. **BID PRICES:** Bids shall be in the form of a firm base vehicle unit price during the current model year period. Bids shall state any discounts offered on options at time of bid.
9. **DELIVERY: Bidders shall fill out one of the two delivery clauses:**

- a. **For Dealers:** Bidders shall be held to the time it takes for them to deliver the vehicle to the customer fully titled after they receive it from the manufacturer (turn time). Bidders shall also indicate how long it takes for the vehicle to be delivered to the dealer after an order has been placed with the manufacturer (lead time).

1. **TURN TIME PER VEHICLE ORDERED: 30 DAYS AFTER RECEIPT FROM MANUFACTURER**
2. **MANUFACTURER'S LEAD TIME PER VEHICLE: 30 DAYS ARO**

Throughout the life of the contract, the Commonwealth understands that issues may arise during the model year and delay the vehicle lead-time. If the manufacturer communicates a manufacturing delay, contractor shall notify the DPS Contracting Officer as well as the authorized users who are impacted.

- b. **For Manufacturer Direct Sales** Delivery of goods or performance of services shall be within the number of calendar days stated below after receipt of order (ARO) by the bidder. Bidders shall indicate their current expected delivery time below:

BIDDER'S CURRENT EXPECTED DELIVERY TIME: CALENDAR DAYS ARO

If during the life of the contract there are any delays in production of the vehicles, the contractor shall notify both the DPS Contracting Officer and the impacted authorized users. If the contractor's delivery is delayed due to an event beyond the contractor's control including, but not limited to, natural disaster, fire, an act of war or terrorism, or a labor strike then the time for delivery of the vehicles shall be extended by the Commonwealth for thirty (30) days unless negotiated after such event has ended. The Commonwealth shall evaluate these situations on a case-by-case basis.

10. **DELIVERY NOTIFICATION:** The ordering Agency shall be notified two (2) business days prior to delivery so that personnel may be available to inspect and receive vehicles being delivered. Notification shall be made to the individual indicated on the purchase order.
11. **PROMPT PAYMENT DISCOUNTS:** Agency will pay within 30 days after acceptance. A prompt payment discount offered for prompt payment should be included in your bid where indicated. Discounts will not be calculated in determining net low bid.
12. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete delivery ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

Attachment C

LINE:2 Harley-Davidson Police Electra Glide

This specification is for Harley-Davidson Police Electra Glide or equivalent to be used for patrolling highways and similar law enforcement duties, often at high speed. The vehicle shall be the manufacturer’s “Police” model and shall meet all requirements of these minimum specifications. The specifications are written to meet the needs of the Commonwealth of Virginia; however, the contract resulting from this bid will be made available for use by any law enforcement agency, institutions of higher education, public bodies and other entities authorized to use the contract by the Code of Virginia or any other entities as mutually agreed to by all parties. The product bid shall exhibit exceptional handling, performance, stability and maneuverability.

If, prior to the IFB due date and time, the Manufacturer revises its standard or optional features that result in a conflict with any Base Vehicle Specification Description contained herein, the Bidder must submit their bid based on the manufacturer’s most current standard feature. Bidders must document equivalence to the specification to clearly explain the changes made by the manufacturer, include any Order/Option Code updates, and provide supporting documentation. In no other case shall changes to the Base Vehicle specifications be made by the bidder.

If, prior to the IFB due date and time, any Options (Add-on/Deletes) specified in the pricing schedule (factory or dealer installed) are modified or discontinued by the Manufacturer, the bidder may submit their bid notating the Manufacturer’s changes, additions or deletions. In no other case shall changes to the Options specified be made by the bidder. Bidders may include other Options (Add-ons and Deletes) and Local Government Additional Options as instructed in the Solicitation and Attachments.

Vehicles and equipment must conform to the BASE VEHICLE requirements set forth in the pricing schedule and as required in Attachment A.

Description	Order Code	Contract Price
BASE VEHICLE PRICE: Price of base vehicle: Harley-Davidson Police Electra Glide or equivalent	FLHTP	15995

Delivery Rates

Delivery Location	Delivery Rate Per Mile
For deliveries over 51 miles to locations other than OFMS and the Virginia State Police (no more than \$1.80 per mile)	1.8
Single Purchase order for multiple vehicle The regular rate provided must be equal to or less than \$1.80 per mile.	1.8
Multiple Purchase Orders The regular rate provided must be equal to or less than \$1.80 per mile.	1.8

Attachment C

LINE:2 Harley-Davidson Police Electra Glide

Optional Equipment and Paint Schemes

Please indicate a percentage off MSRP for manufacturer items: 6% Off

Please list all optional equipment, paint schemes and accessories below that your firm can provide beyond the factory options:

Description	Option Code	Contract Price
Two Tone Custom Paint Scheme	HD2COLOR	595.00
Whelen Super Led Touring Box Warning System With Six M4 Series Lights, Curb Side Opening Including Adapter Plate And Auxiliary Battery	M4B6R-Kit	4,250.68
Complete Emergency Response Kit (Siren Speaker, Siren Amplifier, Etc.)	76000857	1,330.00
90/45 Degree Linz 6 Super Led Lights (4) Mounted To Passing Lamps. Specify Color.	9045-KIT	921.20
Whelen Par 36 Lights (Set Of 2). Specify Color	2EB00ZBR	468.12
Whelen Windshield Light Array. Specify Color	M06MB	871.38
TCU Relocation Bracket	76000923	130.61
Saddlebag Guard Rails	90200561	437.05
Power Outlet For Saddlebag	69200091	145.65
All items above, except for the Two Tone Custom Paint, are dealer installed.		\$
		\$
		\$
		\$
		\$

**ATTACHMENT D
VENDOR DATA SHEET**

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____ Email: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. eVA Vendor ID or DUNS Number: _____

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: (____) _____ Email: (____) _____

Dates of Service: _____ \$ Value: _____

B. Company _____ Contact: _____

Phone: (____) _____ Email: (____) _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone: (____) _____ Email: (____) _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____

Phone: (____) _____ Email: (____) _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: George B Wills Title: _____ Date: _____

**ATTACHMENT E
SMALL BUSINESS SUBCONTRACTING PLAN**

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to include this document with their bid response in order to be considered responsive.

Small Business "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD-certified women- and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Bidder Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD, provide your certification number and the date of certification:

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm’s plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder’s total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status, that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M), or DSBSD Service Disabled Veteran-Owned	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract (\$ or %)
Totals \$					

**ATTACHMENT F
STATE CORPORATION COMMISSION FORM**

Virginia State Corporation Commission (“SCC”) registration information:

The undersigned Bidder:

is a corporation or other business entity with the following SCC identification number:
0640564-7

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: George B Wills **Date:** 06/29/2020

Name: George B. Wills
Print

Title: President

Name of Firm: G & G Motorcycles, Inc.



**G & G Motorcycles, Inc.
Richmond Harley-Davidson**



www.richmondharley.com



July 8, 2020

Build Out/Factory Order Cut-Off Date

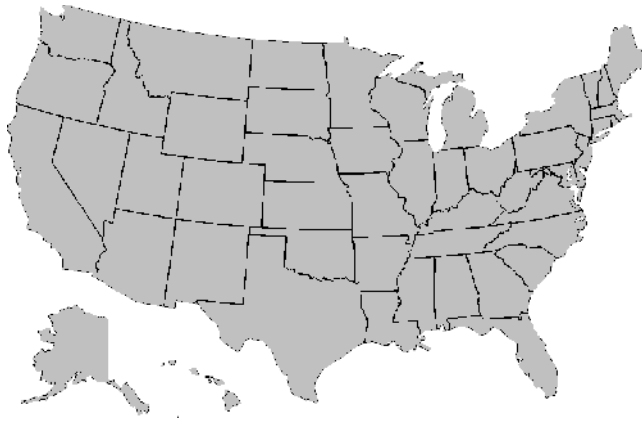
The manufacturer's normal Build Out/Factory Order Cut-Off Date is May 1 of each year with new the new models available by August 31. The current year Cut-Off has been extended to November 1 with new models available January 31.

George B Wills

George B. Wills, CPA
President

HARLEY-DAVIDSON®

WARRANTY MANUAL – U.S. EDITION



HARLEY-DAVIDSON
P.O. Box 653
3700 West Juneau Avenue
Milwaukee, WI 53208

Phone 1-800-664-7762 • Fax 414-343-8347

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Harley-Davidson® Electric Vehicle Motorcycle

The Harley-Davidson® electric vehicle motorcycle is different than an internal combustion engine motorcycle. The warranty manual for Electric Vehicles has unique warranty applications. The Electric Vehicle warranty manual references the regional Warranty Manual (US Manual) for general warranty policies and procedures. Unique electric vehicle components and warranties can be found in the regional Electric Vehicle Warranty Manual.

Note :

Only Authorized LiveWire™ Dealers (specific dealer numbers) are able to file claims on LiveWire™. Please contact the warranty department or technical service if you are unsure of repairs and services required for a customer on an Electric Vehicle in your dealership.

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Section 1



Policies & Procedures

Sales & Warranty Registration (S.W.R.) Reporting Policy

After the sale of a vehicle, the Sales Warranty Registration (S.W.R.) must be filled out by the selling dealer, signed and dated by the customer and dealer and electronically submitted to Harley-Davidson. Dealer shall maintain a hard copy of the fully completed and signed S.W.R. in its files for a minimum of five (5) years from the date the motorcycle is sold to a retail customer. It is your contractual responsibility to provide Harley-Davidson with complete and accurate sales information using the S.W.R. form. This form must be completed, and its information submitted to Harley-Davidson within ten (10) days of sale in order to comply with the provisions of the National Traffic and Motor Vehicle Safety Act, and to qualify the vehicle for the Manufacturer's Limited Warranty (hereinafter referred to as "Warranty" and/or "Limited Warranty").

Failure to report accurate and timely S.W.R. information to Harley-Davidson will result in a forfeiture of your customer warranty credits, a bill back of subsidies provided for vehicle sales and a breach of your dealer contract with Harley-Davidson. In addition, sales and warranty registration totals will be the foundation of future allocation programs until further notice. Thus, in the event you fail to accurately report the S.W.R. information as indicated above, it will result in a reduction in allocation of vehicles to your dealership.

Fraudulent information reported on the S.W.R. form is a serious breach of your dealer contract and will constitute grounds for termination. Harley-Davidson reserves the right to audit any and all distributor and dealer records to insure compliance with this policy.

Participating Harley-Davidson dealers may offer a 24-month limited P&A warranty on street legal Genuine Motor Accessories (including street legal Screamin' Eagle® Performance Parts) purchased and installed by the "same dealer" on a new Harley-Davidson® motorcycle prior to delivery of the motorcycle by the selling dealer, which is subject to certain terms and conditions. During the electronic transmission of the S.W.R., all parts eligible for the 24-month limited P&A warranty must be registered, including all back-ordered parts. Failure to register these parts will result in parts not being covered by the 24-month limited P&A warranty and only having the one (1) year over-the-counter warranty. Please contact the Warranty department to register missing or delinquent P&A.

NOTE: If qualifying component is on back order at the time of vehicle delivery, it will still need to be registered. Any component not registered to the vehicle WILL NOT QUALIFY FOR THE 24-MONTH LIMITED WARRANTY. If any covered part is on backorder for nine (9) months or longer and falls outside the original 24-month limited warranty period, request a regular policy adjustment.

Bill of Lading (BOL)

If dealer receives motorcycles with obvious damage, the damage must be documented on the Bill of Lading (BOL); signed by the driver and dealership employee. If a dealership fails to document obvious damage (generally defined as dents, scratches or broken parts visible from 3 feet away – see MDS Guide on h-dnet.com) on the Bill of Lading (BOL), the dealership will not be eligible to be reimbursed under any warranty policy for repairs.

Dealer Product Quality Alert (DPQA)

The Dealer Product Quality Alert (DPQA) Program is an application that gives dealers the ability to communicate quality problems to Harley-Davidson Motor Company. It can only be accessed through h-dnet.com. If a vehicle is delivered with cosmetic damage, a 'cosmetic' audit survey must be submitted within ten (10) business days and before the claim is filed. If the survey is not submitted, the dealership will not be eligible to be reimbursed under any warranty policy for repairs. Please see h-dnet.com for additional information.

Missing or incorrect loose parts shipped with the vehicle must be submitted on an RMA (Return Merchandise Authorization). **Do not file a warranty claim.**

Dealer Trade

In the event of a dealer trade situation (vehicle is delivered to one dealer but traded to another), it is the responsibility of the original "delivered to" dealer to document any damage as per the Motorcycle Delivery System Dealer Guide (see Cosmetic Quality Guide on the Service Information Portal). Damage that occurs while transporting a motorcycle from one dealer to another is not warrantable.

Breach of Warranty/Lemon Law

The law in many states requires that Harley-Davidson or its dealers repurchase or replace a customer's motorcycle if a condition that substantially impairs the motorcycle cannot be repaired after a reasonable number of repair attempts or if it is out of service for any warrantable condition(s) for more than a specified number of days. Some states also require Harley-Davidson or the dealer to pay for the customer's attorney's fees and/or impose a significant financial penalty, which can exceed the cost of the motorcycle itself.

Harley-Davidson recommends its dealers make proper warranty repairs on the first attempt and in a timely manner. If the first repair attempt is not successful and a second repair is required for the same complaint, please have the Service Manager and/or technician responsible for addressing the concern contact Harley-Davidson's Technical Services for further instruction.

It is imperative that dealers clearly note on the Work Order/Repair Order the date when repairs are completed and when the customers are notified that their motorcycle is ready for pick-up. If customers do not respond to the notification, we encourage you to contact the customer and document the contact on the Work Order.

Please be familiar with the requirements of the warranty laws applicable to your state and federal laws as well. Failure to follow these policies and installation of unapproved components can form the basis for Harley-Davidson's refusal to indemnify/defend a dealer and may form the basis for a customer's independent damage claim against the dealer.

Harley-Davidson® Limited Warranty

(24-Months/Unlimited Miles)

The following is a re-statement of the express Limited Warranty. In the event there is a discrepancy between the summary here and the terms of the Limited Warranty contained in the Owner's Manual, the terms and conditions outlined in the Owner's Manual shall govern.

Harley-Davidson warrants for any new 2020 Harley-Davidson® motorcycle that an authorized Harley-Davidson® dealer will repair or replace without charge any parts on your motorcycle that malfunction or fail during normal use during the applicable coverage period due to an issue with factory supplied materials or factory workmanship. Such repair or replacement of failed parts will be Harley-Davidson's sole obligation and your sole and exclusive remedy under this limited warranty. This limited warranty applies only for the duration identified below.

No person, including Harley-Davidson dealers, may modify, extend or waive any part of this warranty. As a condition of this warranty, you are responsible for properly using, maintaining, and caring for your motorcycle as outlined in your Owner Manual. Harley-Davidson recommends that you maintain copies of all maintenance records and receipts.

THERE IS NO OTHER EXPRESS WARRANTY (OTHER THAN THE SEPARATE EMISSIONS, NOISE AND RADIO LIMITED WARRANTIES) ON THE MOTORCYCLE. Any implied warranty of merchantability or fitness for particular purpose is limited to the duration of the express warranty, or to the duration set forth in your state's warranty statutes, whichever is shorter. Any implied warranty is not transferred to subsequent purchasers/buyers of the motorcycle.

The implied warranty of fitness for a particular purpose does not apply if your motorcycle is used for racing, even if the motorcycle is equipped for racing. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

TO THE FULLEST EXTENT ALLOWED BY A LAW, NEITHER HARLEY-DAVIDSON, NOR ITS AUTHORIZED DEALERS SHALL BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, LOSS OF MOTORCYCLE USE, COMMERCIAL LOSS OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Harley-Davidson and your dealer are not responsible for any time or income that you lose, any inconvenience, the loss of your transportation or use of your motorcycle, the cost of a rental motorcycle, fuel, travel, meals, or lodging, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer. You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants

or in any other representative capacity. Harley-Davidson shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Decisions based on state lemon laws, state arbitration awards and/or dispute resolution awards supersede Company policy.

The following terms and conditions apply to this warranty:

Duration

1. The duration of this limited warranty is 24-months, starting from the earlier of (a) the date of initial retail purchase and delivery of the motorcycle from an authorized Harley-Davidson dealer, or (b) the third anniversary of the last day of the model year of the motorcycle. Your authorized Harley-Davidson dealer will submit an electronic Sales and Warranty Registration form to initiate your limited warranty.
2. Any unexpired portion of this limited warranty will be transferred to subsequent owners, upon the resale of the motorcycle during the limited warranty period.

Owner's Obligations

To obtain warranty service, return your motorcycle at your expense within the limited warranty period to an authorized Harley-Davidson dealer. The authorized Harley-Davidson dealer should be able to provide warranty service during normal business hours, depending upon the workload of the authorized dealer's service department and the availability of necessary parts.

Exclusions

This limited warranty will not apply to any motorcycle:

1. Which has not been operated or maintained as specified in the Owner's Manual.
2. Which has been abused, neglected, misused, improperly stored, used "off the highway," or used for racing or competition of any kind.
3. Which is not equipped to comply with the laws of the market in which it is registered.
4. Which has off-road or competition parts installed to enhance performance, a trailer hitch, or has other unapproved modifications (even if these modifications include genuine Harley-Davidson® parts and accessories that are not approved for use on your motorcycle). These modifications may void all or parts of your new motorcycle limited warranty. See an authorized Harley-Davidson dealer for details.
5. Which has been subjected to an act of God, war, riot, insurrection, nuclear contamination, natural disasters, including, but not limited to, lightning, forest fires, dust storms, hail storms, ice storms, earthquakes, or floods, or other circumstances out of Harley-Davidson's control.
6. Which has been in an accident, collision, dropped or struck.

Other Limitations

This warranty does not cover:

1. Parts and labor for normal maintenance as recommended in the Owner's Manual, or the replacement of parts due to normal wear and tear including, but not limited to, the following: light bulbs, tires, lubrication, oil and filter change, fuel system cleaning, battery maintenance, engine tune-up, spark plugs, brake, clutch, chain/belt adjustments and chain replacement.
2. Cosmetic concerns that arise as a result of owner abuse, lack of proper maintenance or environmental conditions (except concerns that result from defects in factory materials or workmanship, which are covered by this limited warranty for the duration of the limited warranty period).
3. Any cosmetic condition existing at the time of retail delivery that has not been documented by the authorized Harley-Davidson selling dealer prior to retail delivery.
4. Defects or damage to the motorcycle caused by alterations outside of Harley-Davidson factory specifications or caused by alterations or use of parts or accessories not approved for the make and model year of your motorcycle.
5. Damage caused by installation or use of non-Harley-Davidson components, even those installed by an authorized Harley-Davidson dealership, that cause a genuine Harley-Davidson® part to fail. Examples include but are not

limited to performance-enhancing powertrain components or software, exhaust systems, trailer hitches, non-approved tires, lowering kits, handlebars, and add-ons connected to the factory electrical system.

6. United States customers: defects or damage impacting the functionality of powertrain components in a motorcycle that has been tuned using a tuner or calibration that was not covered by a California ARB Executive Order or otherwise approved by EPA.
7. Upgraded parts are not allowed as a warranty replacement. The limited warranty allows for repair or replacement of failed parts to put the vehicle, component or part back to its original condition with factory supplied materials and as delivered. We will take all steps to repair/replace the part to make it correct for the customer. This does not include upgrades to parts - unless no other suitable component is available as a direct replacement. This would require an authorization prior to repair.

IMPORTANT: READ CAREFULLY

1. Authorized Harley-Davidson dealers are independently owned and operated and may sell non-Harley-Davidson products. Because of this, HARLEY-DAVIDSON IS NOT RESPONSIBLE FOR THE SAFETY, QUALITY, OR SUITABILITY OF ANY NON-HARLEY-DAVIDSON PART, ACCESSORY OR DESIGN MODIFICATION INCLUDING, BUT NOT LIMITED TO, LABOR WHICH MAY BE SOLD AND/OR INSTALLED BY AUTHORIZED HARLEY-DAVIDSON DEALERS.
2. This limited warranty is a contract between you and Harley-Davidson. It is separate and apart from any warranty or service plan you may receive or purchase from an authorized Harley-Davidson dealer. An authorized Harley-Davidson dealer is not authorized to alter, modify, expand, or in any way change the terms and conditions of this limited warranty.
3. Any warranty work or parts replacement authorized by Harley-Davidson will not preclude Harley-Davidson from later relying on any exclusion where applicable.
4. Harley-Davidson and its authorized dealers reserve the right to modify or service motorcycles designed and manufactured by Harley-Davidson at any time without incurring any additional obligation to make the same alteration or change to a motorcycle previously built and sold. Harley-Davidson reserves the right to provide post-warranty repairs, conduct repair campaigns, offer good-will or customer satisfaction repairs or extend the warranty coverage for certain motorcycles at its sole discretion. Said repairs or extensions of warranty coverage in no way obligate Harley-Davidson to provide similar accommodations to other owners of similar motorcycles. Sometimes Harley-Davidson may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of your limited warranty. Check with your authorized Harley-Davidson dealer to learn whether such programs are available. Your state may prohibit these types of offers, in which case, they may not be available.
5. The fact that a part is labeled, or branded Harley-Davidson does not necessarily make it appropriate or warranted for the make and model of the motorcycle. The use of parts not designed and tested for the motorcycle may have negative consequences on the performance of the motorcycle and may create conditions not covered by the limited warranty.

Environmental Factors

1. Warranty will cover rust/corrosion and/or pitting on one component, one time only, under appropriate conditions. If a vehicle is exhibiting any of these conditions on more than one component, warranty coverage will be denied.
2. Warranty will cover rust/corrosion and/or pitting on multiple components only if they are the same component (i.e. both mirrors, both rider footboards, etc.)
3. Warranty will not cover rust/corrosion and/or pitting on wheels at any time unless condition had been properly documented in the DPQA. For warrantable conditions see Cosmetic Quality Guide.
4. Warranty will not cover rust/corrosion and/or pitting as a result of damage from road debris, hazards, neglect, chemical exposure or abuse/misuse of the motorcycle.
5. Warranty will not cover rust/corrosion inside fuel tanks.

The owner is responsible for protecting the motorcycle from any cosmetic concerns that result from use and/or from exposure to the elements

Military Sales

Customers who are in the armed forces and have purchased a Harley-Davidson® motorcycle through our military sales program must be given the same Limited Warranty consideration as any other owner. Armed forces personnel are often

transferred from base to base and cannot have their motorcycles serviced by the selling dealer. In order to be eligible for warranty coverage, the vehicle must be within the 24-month limited warranty period and the vehicle maintained in accordance with the Owner's Manual. All authorized dealers who participate in the military sales program must mail a properly completed S.W.R. form to Military Sales upon delivery.

Operation Extend the Ride

The extended warranty will cover the number of days on the original 24-month warranty that occurred while military personnel are deployed. If the warranty on their Harley-Davidson® motorcycle expired while they were deployed, Harley-Davidson will offer additional warranty coverage for a period of time equal to the length of their deployment or the remainder of their original 24-month warranty, whichever is greater.

Example A: Customer is deployed for 6 months overseas, Upon return customer visits dealer and provides deployment documentation. Dealer notifies Harley-Davidson Motor Company under Operation Extend the Ride and the customer is given an additional 6 months added to the end of their limited warranty.

Example B: Customer purchases a new Harley-Davidson® motorcycle and owns it for 18 months when they are deployed for one year. Upon return, customer visits dealer and provides deployment documentation. Dealer notifies Harley-Davidson Motor Company under Operation Extend the Ride and the customer is given an additional 6 months added to the end of their original limited warranty.

Military personnel should see their local dealer upon return from deployment. Service men and women will need to provide the dealer with either a copy of their discharge orders or a signed statement from their Commanding Officer that specifies the period for which they were involved in active duty.

Should one of your customers be in this situation, all you need to do is provide the customer's name, VIN, original date of purchase and a copy of their discharge orders or officers' statement to the Motor Company at:

Operation Extend the Ride
c/o Harley-Davidson Motor Company
3700 West Juneau Avenue
Milwaukee, WI 53208
See HDnet.com for additional information.

Non-Pleasure Vehicles/Riding Academy

The limited warranty on a non-pleasure vehicle registered as a Rental, H.O.G.™, H-D® COV (Company Owned Vehicle), or Police vehicle will start when the vehicle is registered to the program. Once retailed, the customer will have the remainder of the 24-month/unlimited mileage Limited Warranty.

The Harley-Davidson Street® 500 motorcycle (Harley-Davidson® Riding Academy) 24-month factory limited warranty coverage period will begin when the vehicle is automatically registered to your dealership. When the Operator retails the motorcycle to the customer, any remaining limited warranty coverage will be transferred.

Pre-Delivery (PRD)

Submit a claim for manufacturer defects found on original equipment component(s) on a new unsold vehicle or found upon delivery of the vehicle to the customer. Please reference the Motorcycle Delivery System Dealer Guide (see Cosmetic Quality Guide on Service Information Portal) and Dealer Product Quality Alert (DPQA) on h-dnet.com for additional questions. Pre-Delivery (PRD) claims are intended for vehicles with less than 200 miles. Vehicles that exceed 200 miles need to be registered to a Fleet/Demo program so that the claim can be routed correctly. PRD claims on vehicles over 200 miles will be rejected.

Claim Type – PRD

In the event of a dealer trade situation (vehicle is delivered to one dealer but traded to another), it is the responsibility of the original “delivered to” dealer to document any damage as per the Motorcycle Delivery System Dealer Guide. Damage that occurs while transporting a motorcycle from one dealer to another is not warrantable.

Freight Claim (FRT)

Damage which occurs during the transportation of the vehicle is considered freight damage. It should be submitted under the FRT claim type. Obvious damage must be noted on the Bill of Lading (BOL) and signed by both the driver and the dealer. Obvious damage is generally defined as dents, scratches or broken parts visible from 3 feet away – see MDS Guide on h-dnet.com. NOTE: Only freight related damage needs to be documented on the BOL. Factory related damage must be noted on Dealer Quality Product Alert (DPQA).

Motorcycle (MC)

Submit a warranty claim for-manufacturer defects found on original equipment component(s) on a retailed vehicle within the 24-Month Limited Warranty

Claim Type – MC

NOTE: Do not submit PRD/MC/DFS events on the same claim. These events will have different dates/mileage and DFS event claims will not have VIN or miles.

Demonstrator Models (DEM)

Motorcycles used as Demos/Shrine/Peace Officer & Firefighter Special Edition Demos, and Police Demos and then sold will be covered by the limited warranty; however, all conditions of the limited warranty must be met. The coverage to the purchaser is 24-months from the initial retail purchase date, if it falls within the guidelines of this program.

Submit a warranty claim for manufacture defects found on original equipment component(s) on demo vehicles designated and registered as a demo unit to the dealership.

Claim Type – DEM

Emission Control System Limited Warranty (EMS)

The following limited warranty applies to the emission control system, is in addition to the MOTORCYCLE LIMITED WARRANTY and NOISE CONTROL SYSTEM LIMITED WARRANTY and applies only to Harley-Davidson® motorcycles certified for sale, registered, and normally operated in the U.S. Refer to the CALIFORNIA EMISSIONS CONTROL WARRANTY STATEMENT for additional warranty provisions applicable to California motorcycles. If the vehicle is within the original 24-month warranty period, please file using the MC claim type. Vehicles beyond the 24-month period please file using an EMS claim type. Please contact the Warranty department if you have questions about an emissions control claim.

Harley-Davidson Motor Company warrants to the first owner and each subsequent owner that this vehicle is designed, built and equipped so as to conform at the time of initial sale with applicable regulations under section 7521 of Title 42 of the United States Code, and that it is free from defects in materials and workmanship which would cause the motorcycle to fail to conform with applicable regulations for five (5) years from the date the motorcycle is sold to a retail customer or 18,641 miles (30,000 kilometers), whichever occurs first. If the motorcycle is first placed in service as a “demonstrator” or “company” motorcycle before it is sold to a retail customer, the five (5) year / 18,641 miles (30,000km) policy starts from that date. Any unexpired portion of this limited warranty will be transferred to subsequent owners, upon resale of the motorcycle during the limited warranty period.

THE FOLLOWING ITEMS ARE NOT COVERED BY THE EMISSION CONTROL SYSTEM LIMITED WARRANTY

1. Failures which arise as a result of misuse, tampering, alterations, accident, acts of nature or improper or inadequate maintenance as specified in the Owner’s Manual.
2. Required maintenance services (as specified in the Owner’s Manual) and the replacement of parts (such as spark plugs, fuel, oil filters, etc.) used in required maintenance.
3. Any motorcycle on which the odometer mileage has been changed so that the mileage cannot be determined.

4. TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER HARLEY-DAVIDSON NOR ITS AUTHORIZED DEALERS SHALL BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, TOWING OF THE VEHICLE, LOSS OF MOTORCYCLE USE, COMMERCIAL LOSS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

The emissions control system limited warranty may cover the following parts if the defect is deemed to be emissions related:

- Air cleaner assembly
- Cam shaft
- Spark plug
- Ignition coil
- Ignition wires
- Vapor valve
- Catalytic converter
- Crankcase breather
- MAP sensor
- TMAP sensor
- Intake air temperature sensor
- Throttle position sensor
- Fuel injectors
- Induction module or throttle body
- Engine temperature sensor
- Electronic control unit
- Regulator/fuel pump (for leaks and/or high and low-pressure failures)
- Fuel filter
- Oxygen sensors
- Coolant temperature sensor
- Fuel Tank: (non-cosmetic failures only)
 - Leaks
 - Fuel vapor separator
 - Fuel cap

If used on the above: hoses, clamps, fittings, tubing, sealing gaskets and mounting hardware.

California Emissions Control Warranty Statement

Your Warranty Rights and Obligations

The California Air Resources Board and Harley-Davidson Motor Company are pleased to explain the emission control system warranty on your 2020 model year motorcycle. In California, new motor vehicles must be designed, built and equipped to meet the State's stringent anti-smog standards. Harley-Davidson Motor Company must warrant the emission control system on your motorcycle for the periods of time listed below provided there has been no abuse, unapproved modification, neglect or improper maintenance of your vehicle.

Your emission control system may include parts such as the carburetor or fuel-injection system, the ignition system, catalytic converter, and engine computer. Also included may be hoses, connectors and other emission-related assemblies.

Where a warrantable condition exists, within the warranty period noted below, your authorized Harley-Davidson dealer will repair your motorcycle at no cost to you including diagnosis, parts and labor.

Manufacturer's Warranty Coverage

For a period of use of five years or 18,641 Miles (30,000 kilometers), whichever first occurs, beginning on the date the vehicle is delivered to the retail purchaser or, if the motorcycle is placed in service as a demonstrator or company

motorcycle prior to sale at retail, the date it is first placed in service. There is no other warranty and the owner's only remedy is the repair or replacement of the failed part.

If any emission related part on your motorcycle is defective, the part will be repaired or replaced by Harley-Davidson Motor Company.

Section 1.01 Additional Warranty Terms

The warranty period starts the date the motorcycle is delivered to the retail purchaser or, if the motorcycle is placed in service as a demonstrator or company motorcycle prior to sale at retail, the date it is first placed in service.

The emission control system of each new Harley-Davidson® motorcycle was designed, built and tested using only Genuine Harley-Davidson® parts and with these parts the motorcycle is certified as being in conformity with California emission control regulations.

We recommend that you take your motorcycle to an authorized Harley-Davidson Dealer for repairs under this warranty. The dealer has factory- trained mechanics and Genuine Harley-Davidson® parts. However, in the case of an "emergency" (as defined below), you could have repairs performed at any available service establishment or by the owner, using any replacement part. An authorized Harley-Davidson dealer not being reasonably available, or a Genuine Harley-Davidson® part not being available within a reasonable time period (not to exceed 30 days from the time the motorcycle is initially presented to an authorized Harley-Davidson® dealer for repair) constitutes an emergency. Harley-Davidson will reimburse the owner for such repairs, including diagnosis, only if it is established that the repairs are covered under this emission warranty. Harley-Davidson's parts reimbursement, however, will not exceed our suggested retail price for all warranted parts replaced and Harley-Davidson's labor reimbursement will be limited to Harley-Davidson's recommended time allowances for emission system repairs at the geographically appropriate hourly labor rate.

To obtain reimbursement from Harley-Davidson for such emergency repairs, you must keep all failed parts and original receipts, so you can present them to an authorized Harley-Davidson dealer for inspection. Harley-Davidson recommends that you bring your motorcycle to an authorized dealer for inspection to ensure that the emergency repairs were done properly.

Remember: Use of non-Harley-Davidson replacement parts may impair the effectiveness of the emission control system or otherwise damage your motorcycle. If other than Genuine Harley-Davidson® parts are used for maintenance, replacement or repair of components affecting emission control, you should obtain written assurances that those non-Harley-Davidson® parts are warranted by their manufacturer to be equal in quality to Genuine Harley-Davidson® parts in both performance and durability. The use of non-Harley-Davidson replacement parts does not invalidate the existing warranty, if any, on other Harley-Davidson® components, but Harley-Davidson makes no warranty with respect to aftermarket parts and this warranty provides no coverage for any damage caused by non-Harley-Davidson parts.

What is Covered by this Emissions Warranty

The emission control system warranty covers the following warranted parts only:

- Air cleaner assembly
- Cam shaft
- Spark plug
- Ignition coil
- Ignition wires
- Vapor valve
- Catalytic converter
- Crankcase breather
- MAP sensor
- TMAP sensor
- Intake air temperature sensor
- Throttle position sensor

- Fuel injectors
- Induction module or throttle body
- Engine temperature sensor
- Electronic control unit
- Regulator/fuel pump (for leaks and/or high- and low-pressure failures)
- Fuel filter
- Oxygen sensors
- Carbon canister
- Purge control valve
- Coolant temperature sensor
- Fuel Tank: (non-cosmetic failures only)
 - Leaks
 - Fuel vapor separator
 - Fuel cap

If used on the above: hoses, clamps, fittings, tubing, sealing gaskets and mounting hardware.

What Is Not Covered by This Emission Warranty

The emission control system warranty does not cover:

- Malfunctions in any warranted parts caused by any of the following: abuse, misuse, unapproved modification or alteration, tampering, disconnection, or improper or inadequate maintenance. The warranty also does not cover replacement of listed parts in the event that the vehicle has been rendered emissions non-compliant in the state of California through actions noted above.
- Damage resulting from accident, acts of nature or other events beyond the control of Harley-Davidson.
- The repair or replacement of "warranted parts" which are scheduled for replacement prior to 18,641 mi (30,000 km) once these parts have been replaced at the first replacement interval as part of required maintenance services.
- Repairs and services performed by anyone other than an authorized Harley-Davidson Dealer (except in case of emergency as defined above).
- Loss of time, inconvenience, loss of use of the motorcycle, towing of the vehicle, or commercial loss and/or consequential damages.
- Repairs on any motorcycle of which odometer mileage has been changed so that mileage cannot be readily determined.

Submit a warranty claim for repairs on vehicles within the 24-month factory limited warranty and mileage is less than 18,641 (30,000 kilometers) using an MC claim type. If the vehicle is outside 24-month factory limited warranty but within the 5-year, 18,641 miles (30,000 kilometers) emissions control system limited warranty, submit the claim on an EMS claim type.

Claim Type – EMS

Noise Control System Limited Warranty

The following limited warranty applies to the noise control system and is in addition to the MOTORCYCLE LIMITED WARRANTY and EMISSIONS CONTROL SYSTEM LIMITED WARRANTY and applies only to Harley-Davidson® motorcycles sold in the U.S.

Harley-Davidson warrants to the first owner and each subsequent owner that this vehicle is designed and built so as to conform at the time of sale with applicable regulations of the U.S. Environmental Protection Agency and that it is free from defects in factory materials and workmanship which can cause this motorcycle not to meet U.S. Environmental Protection Agency Standards within one (1) year from initial retail purchase and delivery from an authorized Harley-Davidson dealer or one (1) year from the second anniversary of the last day of the model year of the motorcycle, or 3,370 miles (6,000 kilometers) whichever occurs first. Any unexpired portion of this limited warranty will be transferred to subsequent owners, upon the resale of the motorcycle during the limited warranty period. If the motorcycle was used as a demonstrator or company motorcycle, then the limited warranty period may have started and/or expired prior to the initial retail sale. See an authorized Harley-Davidson® dealer for details.

This limited one-year warranty period shall begin on the date the motorcycle is delivered to the first retail purchaser or, if the motorcycle is placed in service as a demonstrator or company motorcycle prior to sale at retail, on the date it is first placed in service.

The following items are not covered by the Noise Control System Limited Warranty:

1. Failures which arise as a result of misuse, alteration, accident or non-performance of required maintenance as specified in the Owner's Manual.
2. Replacing, removing, or modifying any portion of the NOISE CONTROL SYSTEM (consisting of the exhaust system and air intake/cleaner assembly) with parts not certified to be noise legal for street use.
3. Any motorcycle on which the odometer mileage has been changed so that the mileage cannot be determined.
4. To the fullest extent allowed by law, neither Harley-Davidson nor its authorized dealers shall be liable for loss of time, inconvenience, loss of motorcycle use, commercial loss or other incidental or consequential damages.

Recommendations for Required Maintenance

It is recommended that any noise system maintenance be performed by an authorized Harley-Davidson® dealer using Genuine Harley-Davidson® replacement parts. The maintenance, replacement or repair of the noise control system may be performed by any other qualified service outlet or individual. Non-genuine parts may be used only if such parts are certified to comply with applicable U.S. Environmental Protection Agency Standards.

EPA Regulations

Tampering with noise control system prohibited:

Federal law prohibits the following acts or the causing thereof: (1) the removal or rendering inoperative by any person other than for the purposes of maintenance, repair, or replacement of any device or element of design incorporated into any new vehicle for the purpose of noise control prior to its sale or delivery to the ultimate purchaser or while it is in use, or (2) the use of the vehicle after such device or element of design has been removed or rendered inoperative by any person.

Among those acts presumed to constitute tampering are the following:

- Replacing the muffler(s) and/or the entire exhaust system with parts not certified to be noise legal for street use.
- Removing or modifying the muffler internal baffles in any way.
- Replacing the air intake/cleaner assembly with one not certified to be noise legal for street use.
- Modifying the air intake/cleaner assembly in such a way as to make the vehicle no longer noise legal for street use.

Harley-Davidson recommends that any and all noise related maintenance be done by an authorized Harley-Davidson dealer using Genuine Harley-Davidson® parts.

Worldwide Tourist Warranty

Every owner of a Harley-Davidson® motorcycle, who has maintained his or her vehicle according to the warranty and maintenance procedure outlined in the Owner's Manual, is entitled to full warranty service while traveling the world. NOTE: Kilometers are approximately one third less than a mile, so appropriate adjustments must be made when considering warranty statements written in terms of miles only. **The dealer may not charge the customer for repairs made under warranty.**

Imported Harley-Davidson® Motorcycles

Vehicles manufactured with standards for countries other than the U.S. which are brought back into the USA must meet certain U.S. federal requirements. Each vehicle imported must satisfy the requirements as set forth by U.S. Customs, the Department of Transportation (DOT) and the Environmental Protection Agency (EPA). Failure to comply can result in severe penalties and subject the person to both criminal and civil proceedings.

Vehicles manufactured to meet U.S. specifications will have a label affixed that indicates conformity to U.S. standards. Vehicles without the label are considered nonconforming at the time of import and are required to be modified to comply with federal motor vehicle requirements before use. Properly imported nonconforming vehicles will have a label affixed by the registered Importer indicating that this vehicle was brought into compliance with U.S. standards. Starting with 2003

model year, vehicles will have VIN #'s beginning with 5HD, 932 or MEG (Harley-Davidson® motorcycles) if they do not conform to U.S. Safety or Emissions Standards.

To locate a registered importer that can perform these modifications, contact NHTSA at www.nhtsa.gov or call 800-424-9393.

Further, dealers must submit compliance paperwork to the Customer Service Department at Harley-Davidson along with a copy of a title for the vehicle indicating it has been put into the dealer's name and has been branded to disclose, "This vehicle was manufactured as a non-USA standard and has been modified to meet Federal Safety and Emissions Standards." This must be provided to meet Harley-Davidson's requirements to qualify for warranty consideration.

Vehicles that do not comply with the regulations as set forth by DOT, EPA, and U.S. Customs are not eligible for warranty coverage. Warranty coverage may be obtained only on vehicles that conform to all applicable regulatory requirements if submitted with documentation indicating the vehicle has met all importation requirements and is accompanied by a warranty transfer application with bill of sale. For additional information, please contact Customer Service at 1-800-258-2464.

Part Warranty Coverage for Parts Replaced Under Warranty

If a Harley-Davidson® part or accessory is replaced during the Harley-Davidson Limited Warranty period as a warrantable repair, the warranty for that replacement part or accessory will run concurrent with the remainder of the Harley-Davidson® Limited Warranty. The 1-year part warranty does not extend beyond the term of the Harley-Davidson® Limited Warranty.

Custom Coverage® Limited Warranty 60 Day Eligibility Period on Street Legal Genuine Motor Parts and Street Legal Genuine Motor Accessories

All eligible motorcycles sold and delivered to retail customers will benefit from a 60-day timeframe, starting on the motorcycle retail sale date, during which eligible parts and accessories can be sold and installed by a dealer subject to meeting the other promotion requirements. Parts must be installed, and repair order closed within the 60-day timeframe. The Harley-Davidson Limited Warranty for Genuine Motor Parts and Genuine Motor Accessories will run concurrent with the motorcycle's 24-month manufacturer's limited warranty.

Parts & Accessories (PNA)

Submit a claim on a part that was installed on a vehicle and registered to the SWR at the time of delivery or within 60 days from the date of vehicle sale.

Claim Type – PNA

Note: If you replace only one component of a kit, you would enter the registered kit as the failed part, but not enter a quantity. You would claim the individual part(s) replaced in the detail section of the claim.

Over-The-Counter Parts/Dealer Stock (DFS)

We warrant, to our authorized dealers only, each new Genuine Harley-Davidson® replacement part, accessory item or remanufactured part purchased from us to be free from defects in factory material and workmanship under normal use and service. After components have been retailed, they carry a 1-year limited warranty from the retail date. Proof of date of purchase (i.e. customer receipt) is necessary to verify warranty coverage and must be included with part returned. **If installed parts are sold with the vehicle and the proof of purchase (i.e. customer receipt) is transferred to the new owner the warranty will follow the vehicle for the remainder of the warranty duration. If no proof of purchase is available the warranty coverage is only available to the original purchaser.**

Some products have unique warranty coverage (i.e. anything covered under another manufacturer's warranty, tires, chemicals, Premium Luggage (24-month), audio/navigation, Screamin' Eagle® Pro, consumables and other disposable items). Please see Supplier Direct and Radio/Electronic Matrix for additional information.

Damage on parts (scratches, broken, cracked, faded etc.) due to manufacturing or packaging needs to be identified within 30 days of receiving the part at the dealership. If the item has been damaged (scratched, broken, cracked, faded, cut, torn etc.) at the dealership, this is NOT a manufacturing defect and should not be filed under warranty. Dealer stock warranty starts the date the part is received at the dealership and is covered for 1-year from that date.

Labor is not covered.

Submit a defective stock claim for new dealer stock, or retailed motorcycle hard parts and accessories found to have a warrantable condition. If submitting for multiple defective parts on the same claim, you may only list one per event. You must provide the retail date and date returned to dealer in comments of each event. Do not enter a VIN or mileage when filing a DFS claim. NOTE: Claims must be filed within 30 days from when defect was identified by customer/dealer.

Claim Type – DFS

Additional Notes: Parts and accessory shortages or mis-packaged items are handled through the RMA (Return Merchandise Authorization) via your Dealer Services team. **DO NOT FILE A WARRANTY CLAIM.**

Should you find a part(s) in a kit that needs to be replaced, you should replace and warranty that part only. **DO NOT WARRANTY THE ENTIRE KIT.** To verify if a part is available separately, use the Kit Inquiry link on h-dnet.com intranet. If no breakdown is available, please contact your Dealer Services representative.

If you choose to have an item repaired by an outside source, you will need to submit a claim with a sublet line item (type code of "S") with the dollar amount of the repair. This amount cannot exceed dealer net cost of the part. (A copy of the sublet bill must be retained by the dealership).

Tire Warranty/Tire Adjustment

Every new Harley-Davidson® branded Dunlop®/Michelin motorcycle tire that becomes unserviceable within six years or 72 months (dry rot and cracking are covered for 48 months) of the date of the manufacture of the tire for conditions other than those which are listed under "WHAT IS NOT COVERED" will be replaced on the basis specified under "REPLACEMENT COSTS," located in the Dunlop®/ Michelin manual/website.

The date of manufacture is located on the tire's sidewall, right at the point of injection. A four-digit numeric code is used. The first two numbers represent the week while the last two numbers represent the year. For example, "1018", would have been manufactured the 10th week of 2018.

For replacement consideration, the customer should present the tire to the applicable Dunlop®/ Michelin retailer or any authorized Harley-Davidson® dealership, if the tire in question was fitted as original equipment.

Replacement Cost up to 50% Worn

If, during the first fifty percent (50%) of tread wear, the tire becomes unserviceable for a condition covered by this warranty, it will be replaced with a comparable new Dunlop®/Michelin tire, including labor if the vehicle is still within the factory 24-month limited warranty. If the vehicle is out of the 24-month factory limited warranty, do not enter a VIN or mileage as coverage is for the tire only.

After 50% Tread Wear

If, after the first fifty percent (50%) of tread wear, the tire becomes unserviceable for a condition covered by this warranty, your Dunlop®/ Michelin motorcycle tire retailer will replace it with a comparable new Dunlop®/Michelin tire at a cost calculated in the following manner:

1. Either your original buying price substantiated by invoice or, if you do not have the original invoice, the retailer's current selling prices times (x) fifty percent (50%)
2. A tire that has reached a T.W.I (Tread Wear Indicator) bar is considered worn out and no longer carries a warranty.

Labor will be paid only if the vehicle is within the 24-month factory limited warranty. Please see tire depth page (in this document) for list of tires and their applicable tread depths.

A CASH REFUND WILL NOT BE EXTENDED IN LIEU OF THE ABOVE

Owner Obligations – see Owner’s Manual

You are responsible for proper tire care, and lawful and prudent motorcycle operation. Maintain tire inflation and load in accordance with the motorcycle’s Owner’s Manual, tire information placard and restrictions molded on tire sidewalls. Frequently check inflation pressure with a tire gauge and inspect for damage or irregular wear.

Tire Warranty (MC or DFS)

Submit a tire claim for new dealer stock or retailed tires with a warrantable condition. This claim type also applies to tires on vehicles within the 24-Month Limited Warranty. See MC or DFS claim information for differentiation.

Claim Type – MC or DFS

NOTE: Please refer to the applicable Tire Owner’s Website/Manual for additional information.

Sound System Radio Warranty

The Boom!™ BoxInfotainment system has numerous features, many of which rely on the operator’s phone’s compatibility and functionality. In the event a customer experiences issues with the system, please confirm that the phone is compatible and properly paired with the Boom!™ BoxInfotainment system and that the software running on both the phone and Infotainment system is up to date and compatible. In the event the phone is determined to be the cause of operational issues with the Infotainment system, the issue(s) may not be covered under warranty.

Harley-Davidson expressly excludes from all warranty coverage loss of data files, including music and software, and damage or functionality issues caused by incompatible devices, viruses, malware, software upgrades, and modifications.

Boom!™ Box MY 2014 and Later

The Boom!™ Box Infotainment components on 2014 and later Harley-Davidson® motorcycles will follow the 24-month limited warranty. These components are warranted through United Radio (UR), with a unique warranty claim filing process. For correct process and procedures please refer to Service Information Portal (SIP) intranet for further reference materials.

Updating software is not covered under warranty. Performing a software update is not necessary if the audio system is functioning correctly. Under circumstances where a software defect is identified, and a software update is released to correct the concern a publication on how to file a warranty claim will be provided.

Sound System/Premium CB/Intercom System Warranty (MC or DFS)

Harley-Davidson is responsible for the administration of the warranty on stereo helmet headsets and cordsets. The warranty period is 24-months from date of original retail purchase.

Claim Type – MC or DFS

Modified Motorcycles/Product Liabilities

Be sure to explain to your customer that some alterations or modifications to a new Harley-Davidson® motorcycle, including but not limited to engine control modules, exhaust systems, LoJack™ (or other security devices) engine components, brake components, trike conversions and trailer hitches could void some or all of the new vehicle limited warranty. Harley-Davidson will not warrant or otherwise assume responsibility for the safety or performance of non-genuine Harley-Davidson® parts and accessories, as stated in the motorcycle Limited Warranty.

As an independent dealer, you have the right to sell non-Harley-Davidson aftermarket parts and accessories. However, if you sell or install parts and accessories on a Harley-Davidson® motorcycle which are not Genuine Harley-Davidson® parts and accessories, and a customer alleges an accident or injury or a breach of the limited warranty was caused in any way by the motorcycle or the installed/removed non-Harley-Davidson components, you may be faced with very serious liability and

possible lawsuits. Also, if at any point a vehicle is found to be modified out of stock configuration, any past, current or future warranty claims are subject to debit or rejection at the discretion of Harley-Davidson. Dealers installing non-Harley-Davidson components should get a written/signed customer acknowledgement that their warranty may be adversely impacted. An example form has been provided in [Section 8](#).

EPA Non-Compliance (U.S. owners only)

Once a Harley-Davidson® motorcycle model year 2017 and later has been modified with performance parts (off-road and race-only) it will be outside of EPA compliance; even if restored to stock configuration. Harley-Davidson is not permitted to offer any assistance on powertrain (included but not limited to engine, transmission and primary/secondary drive) related repairs.

Competition Models

Machines designed specifically for competition or any other motorcycle used for any type of competition, are not covered by the Limited Warranty. The riding of a “street bike” on dirt also constitutes abuse and could void some or all of the limited warranty.

Motorcycles Stolen or Involved in an Accident

If a customer informs you that their motorcycle has been stolen or involved in an accident, contact the Customer Service Department at 1-800-258-2464. If any warranty claims or phone calls should come in on the vehicle, you and/or the current customer will be notified.

Extended Service Plan

Should you have a customer come into your dealership with a vehicle that is out of the factory limited warranty and the vehicle is covered by an Extended Service Plan, refer to your CNA National Warranty Corporation Policy and Procedure Manual for guidelines. If you have any questions regarding the Extended Service Plan and procedure, please call Western National Warranty Corporation at 1-800-527-7665. Harley-Davidson does not handle Extended Service Plan situations or administer processing of claims covered by Extended Service Plans.

HDFS (Harley-Davidson Financial Services) Used Motorcycle Limited Warranty

When presented with a motorcycle that is covered under The HDFS Used Motorcycle Limited Warranty Program, please refer to your CNA National Warranty Corporation Policy and Procedure Manual for guidelines. For questions regarding this program, please contact Western National Warranty Corporation at 1-800-527-7665. Harley-Davidson does not handle, or process claims for units covered under the HDFS Used Motorcycle Limited Warranty Program.

When you encounter a vehicle that is out of its limited warranty period, or falls outside the warranty guidelines, and you feel the concern/problem should be covered by Harley-Davidson, there are program(s) offered to assist customers. Program(s) were designed to drive brand loyalty and enhance the customer experience by offering assistance when no other warranty coverage is applicable.

Goodwill Policy/Consideration (GDW)

Goodwill Policy/Consideration (GDW) is another program that can aid in creating an intangible relationship between your dealership, Harley-Davidson Motor Company and the customer. Goodwill consideration is a way to assist a customer on a motorcycle outside of factory warranty or for a condition that is outside of policy. It applies to original equipment or parts listed on the SWR. It requires factory approval and carries a \$100.00 administrative fee per repair.

To request Goodwill Policy/Consideration, fill out an on-line Policy Adjustment (Goodwill) Request form via the Service Toolbox, eService link on h-dnet.com intranet. If you do not have access to this tool, please contact your dealership's h-dnet.com intranet Security Administrator. Harley-Davidson reserves the exclusive right to provide goodwill post-warranty repairs, conduct campaigns or extend the warranty coverage period for certain motorcycles at its sole discretion. The fact that it provides such measures for a particular motorcycle in no way obligates Harley-Davidson to provide similar treatment to other owners.

Submit a goodwill policy adjustment request for repairs on vehicles outside of the Limited Warranty. Prior authorization is required and obtained via submission of the Policy Adjustment (Goodwill) Request. These authorizations do not have an expiration date, but Goodwill claims must still be received by Harley-Davidson within 30 calendar days from the date of repair completion on the claim. Each goodwill claim carries a \$100.00 administrative fee.

Claim Type – GDW

Vehicle Fire (HFR)

NHTSA Required Fire Code Warranty on any vehicle when a fire is associated with the vehicle.

An authorization is required for any HFR claim. Submit an eService Technical Service Request form on HDNET.COM for a vehicle involved in a fire.

Claim Type – HFR

Battery – Original Equipment Vehicle Battery

Original equipment batteries that have a warrantable condition within the pre-delivery, demo or 24-month limited vehicle warranty periods are covered, parts and labor. If a battery is found to have a defect in factory materials or workmanship, the battery will be replaced without charge to the customer. This warranty is voided by improper set-up, (installation and proper securing of the battery per the I-sheet), lack of proper maintenance, the use of rejuvenators, improper electrolyte, neglect or abuse, including sulfated batteries.

If the vehicle is still in warranty and the original battery on a vehicle has a warrantable condition due to its manufacture, you are required to file under one of the following policies, depending on what status the vehicle was currently in at the time of failure: Pre-delivery, Demo or Motorcycle. Please refer to those policies for claim processing requirements.

The GRX print out must be included and legible reflecting the latest software (SW) for the Midtronics tester is installed on the machine and that the battery has failed. **THE MIDTRONICS GRX TESTER IS MEANT FOR THE AN AUTOMOTIVE GLASS MATT (AGM) BATTERY ONLY. IT IS NOT INTENDED TO BE USED WITH LITHIUM ION BATTERIES OF ANY KIND.** If you don't return the GRX print out with the battery, your warranty will be rejected, the battery destroyed, and a no trouble found (NTF) fee charged. If a battery is rejected for any reason, it will not be returned to dealer, a \$10 core credit will be issued instead.

Battery – Over-The-Counter (DFS)

Replacement motorcycle batteries that are sold over-the-counter carry a 12-month limited warranty through HDMC from the date of purchase. This warranty is voided by lack of proper maintenance, neglect, or abuse, including:

- Damage caused by overcharging, (the use of a constant current battery charger, or charging at rates higher than 14.8 volts or 5 amps).
- Damage caused by undercharging, (sulfated battery caused by lack of regular charging using an automatic, constant monitoring battery charger).

Over-the-counter batteries have a 12-month limited warranty. Submit a battery claim for an unsold battery, or one which was retailed within the past 12 months. Proof of purchase (i.e. customer receipt) is necessary to verify warranty coverage. Do not enter a VIN or mileage when filing a DFS claim. Labor is not covered. Indicate if part is not retailed or provide the purchase date. Also, please be sure to add the GRX measured voltage, CCA (cold cranking amps), and failure into the Event Description/Problem Description section of the claim (for AGM batteries only). The GRX print out must be included and legible reflecting the latest software (SW) for the Midtronics tester is installed on the machine and that the battery has failed. **THE MIDTRONICS GRX TESTER IS MEANT FOR THE AN AUTOMOTIVE GLASS MATT (AGM) BATTERY ONLY. IT IS NOT INTENDED TO BE USED WITH LITHIUM ION BATTERIES OF ANY KIND.** If you don't return the GRX print out with the battery, your warranty will be rejected, the battery destroyed, and a no trouble found (NTF) fee charged. If a battery is rejected for any reason, it will not be returned to dealer, a \$10 core credit will be issued instead.

Labor is not covered.

Claim Type – DFS

General Merchandise (GM)

We warrant to our authorized dealers only, each new Harley-Davidson® General Merchandise (all MotorClothes® Clothing & Collectibles) product purchased from us to be free from defects in material and workmanship under normal use and service. Once retailed, the warranty starts the date of retail and the length depends on the item. Please refer to General Merchandise Warranty List on h-dnet.com.

Often merchandise, especially garments, can easily be repaired instead of replaced. This is a great option as it allows your customer to keep the item they love. Depending on the type of repair, you can have the garment repaired locally at a garment repair facility in your area. Repairs handled locally often provide a shorter turnaround time, allowing you to get the item back to your customer more quickly. Once the garment has been repaired, you can then file a warranty claim for the repair cost. Please retain a copy of the repair bill as it may be required for the reimbursement of the repair. Please refer to MotorClothes® Replacement Parts Available on h-dnet.com intranet.

If you choose to have an item repaired by an outside source, you will need to submit a claim with a sublet line item (type code of "S") with the dollar amount of the repair. This amount cannot exceed dealer net cost of the part. (A copy of the sublet bill must be retained by the dealership. You may be asked to fax a copy of the sublet bill).

Leather and Riding Jackets, including FXRG® Collection, sent in for warranty to the Greenwood Distribution Center (GDC) will be reviewed. The GDC will make every attempt to repair a garment whenever possible. The average repair time, excluding shipping time, is approximately 2 weeks, however depending on the repair it may take up to 4 - 6 weeks. If the garment is not repairable, you will be notified by GDC so that you can then issue a credit or replace the garment for the customer. It is strongly recommended that you do not replace the garment or offer a credit to the customer until a credit is issued on your weekly credit memo. Repairs are only performed in the US market.

If a retail customer would like the product back, even if it cannot be repaired, you must state this in the comments of the warranty event and write in on the Warranty Part Return Label. Submit a GM warranty claim for a dealer stock or retailed General Merchandise product. Claim Type – GM

Additional References:

If item is retailed to a customer, the retailed date must be provided in the "Comment" area of the claim. If not retailed, indicate "Dealer Stock" and the date the part was received at the dealership. This is important to determine the warranty period of the product. Please enter a valid email address into the "Comment" area when submitting a warranty claim so a one time email can be sent back to you noting if an item is being sent out for repair.

Damage on parts (scratches, broken, cracked, faded etc.) due to manufacturing or packaging needs to be identified within 30 days of receiving the part at the dealership. If the item has been damaged (scratched, broken, cracked, faded, cut, torn etc.) at the dealership, this is NOT a manufacturing defect and should not be filed under warranty. Dealer stock warranty starts the date the part is received at the dealership and is covered for 1-year from that date.

If you have the same condition on multiple sizes of the same part, they can be entered in the same event. However, different base part numbers with different conditions must be submitted on separate events on a GM claim type. Multiple quantities are allowed of the same part number.

Screamin' Eagle® Performance Products & Warranty

Harley-Davidson's current policy is that, unless expressly noted otherwise, installation of Screamin' Eagle® performance parts (and similar products from other manufactures) may reduce or void the Harley-Davidson® Limited Warranty.

Warranty implications, as well as suitability for street use, are noted on the caution label on the outside of our product packages and in the Genuine Motor Accessories and Genuine Motor Parts Catalog. Please review this information and ensure that our customers understand the ramifications of their purchase decisions. This level of understanding should help manage the expectations of the customer and lead to increased levels of satisfaction. Parts identified with one of the following icons may void your customer's limited warranty, dependent upon the concern.



Go Lights

These Screamin' Eagle® products are 50-state street legal for sale and use on all vehicles, including those that are pollution controlled. Products in this category are eligible for P&A Warranty coverage.



Stop Hand

Harley-Davidson® motorcycles modified with some performance engine parts must not be used on public roads and in some cases may be restricted to closed-course competition. Those performance parts identified with a stop hand symbol are U.S. EPA legal, but are not legal for sale or use in California on pollution-controlled motor vehicles. California guidelines on tampering can also lead to substantial fines and penalties. P&A Warranty coverage may depend on state regulations.



Crossed Flags

Harley-Davidson® motorcycles modified with some (Screamin' Eagle®) performance engine parts must not be used on public roads and in some cases may be restricted to closed-course competition. In this Screamin' Eagle® section, all engine-related performance parts identified with the crossed flags symbol are intended for racing applications only and are not legal for sale or use in California on pollution-controlled vehicles. Alterations of emission-related components constitute tampering under the U.S. EPA guidelines and can lead to substantial fines and penalties. Products identified with crossed flags may be eligible for 1-year P&A Warranty coverage to address manufacturing defects. Labor for installation is not covered. Damage resulting from normal use in racing applications is not covered under the P&A warranty.



California

These Screamin' Eagle® products are street legal for sale and use on pollution-controlled vehicles in the state of California. Products in this category may be eligible for P&A Warranty coverage.

Warranty Replacement – Engines

When it is necessary to replace an engine for a warrantable condition that occurred during its manufacture, please follow procedure below:

1. Contact the Harley-Davidson Technical Service Department by calling 1-800-664-7762.
2. A Harley-Davidson Technical Service Representative will review the situation and if necessary, will order a warranty replacement engine. The order is processed by H-D. Serialized components that require replacement for warranty or goodwill situations require pre-authorization and must be ordered by Technical Service. If you have ordered a serialized component for warranty or goodwill repair prior to receiving a pre-authorization, your claim will be denied, and an authorization will not be issued.
3. Returning complete engine assemblies, use the Return Engine Paperwork which is in the box with the replacement engine. If the dealer needs copy of the return paperwork, see h-dnet.com. Paperwork that is not provided with the returned engine will be assessed an admin fee.
4. The original engine must be reassembled, (it is not necessary to torque), and returned to Harley-Davidson within the timeframe indicated on the shipping instructions you receive from Harley-Davidson. ***If the original engine is not returned within 30 days of your dealership submitting the claim, your dealership will be billed \$5,000.00. If the engine is not re-assembled, you will be charged an admin fee unless you have prior-authorization to ship as-is. Re-assembly directions must be indicated on the warranty engine exchange audit report shipped with your engine.***

A warranty claim for parts and labor must be submitted to Harley-Davidson upon the completion of the repair. The claim will be credited upon the receipt of the original engine at Harley-Davidson. Please include the PRO tracking number for the return of the original engine in the comments section of the warranty claim.

****NOTE:** dealer will be invoiced for parts even when ordered by HDMC (Technical Service) – Any parts used in a repair, must be listed on the Repair Order.

Warranty Replacement – Non-Engine

Crankcases, frames, shortblock/longblock case half, transmission case, trike bodies and flywheel assemblies

Additional parts may be restricted for any repair (warranty or non-warranty), see H-Dnet.com (part availability) for restricted parts and contact Technical Service for assistance with ordering parts.

When it is necessary to replace a crankcase, frame, shortblock/longblock case half, transmission case, trike body or a flywheel assembly under warranty or as part of a Policy Adjustment (Goodwill), the following procedure must be followed:

1. Contact the Harley-Davidson Technical Service Department by submitting a Dealer/Distributor Authorization Request Form found under the Service E-forms on h-dnet.com intranet.
2. A Harley-Davidson Technical Service Representative will review the situation and if necessary, will order a replacement. Serialized components that require replacement for warranty or goodwill situations require pre-authorizations and must be ordered by Technical Service. If you have ordered one of the components listed above for warranty or goodwill repair prior to receiving a pre-authorization, your claim will be denied, and an authorization will not be issued. NOTE: Dealers are required to place any order required for the flywheel assemblies through their normal order processes.
3. A pre-authorization number will be provided to the dealer via fax or email. It is necessary to make sure this number appears in the authorization field of the claim submitted after all repairs are completed. This pre-authorization number is required whether the vehicle is within the 24-month limited warranty period, or not.
4. File the claim after repairs have been completed. Once the claim has been received and approved, a bar-coded label will be created to call back the replaced part. File a claim for every warranty instance. **If any additional labor is necessary over and above the normal repair, it is necessary to obtain approval from a Technical Service Representative by calling 1-800-664-7762 before submitting the warranty claim.**
 - a. Whenever a crankcase, frame, transmission or shortblock/longblock assembly is replaced, the part must be returned to Harley-Davidson with a bar-coded label printed off of h-dnet.com intranet.
 - b. When returning the replaced crankcases or shortblock/longblock assemblies, only the half that has the abbreviated VIN is required to be returned unless otherwise noted.

NOTE: Do not return parts via RMA (return merchandise authorization). Dealers must always return the component using warranty part return bar-coded label. If an RMA is generated, the team will cancel it.

5. If the crankcase, frame, transmission or shortblock/longblock case half is not returned on time, the claim will be rejected, and the dealership will be charged a fee (\$5,000.00) for not returning the authorized component.
6. The claim will be credited upon the receipt of the replaced component at Harley-Davidson.

When returning a frame, the entire frame neck including the VIN with a minimum of 12 inches of the front down tubes attached must be returned. There may be situations that require the entire frame to be returned, but only when instructed by Technical Services. In this case, frame must be sent by common carrier (truck) prepaid. You will be reimbursed for any freight costs you incur. Please remember that you must include warranty claim information and/or authorization/reference numbers with the shipment. This will help expedite claim payment. If the entire frame is returned without prior Harley-Davidson authorization, the dealer will not receive credit for the freight costs for the entire frame.

****NOTE:** dealer will be invoiced for parts even when ordered by HDMC (Technical Service) – Any parts used in a repair, must be listed on the Repair Order.

Additional Labor hours (8888) Authorization

8888 is used to cover additional labor hours for diagnostic evaluation of a vehicle. On any additional labor over two (2) hours (where 8888 is used) an authorization is required. Contact Harley-Davidson Technical Service Department by calling 1-800-664-7762 (or use the eService form on HDNet.com) for an authorization prior to claim submission with a detailed explanation of the time requirements. 8888 labor over two (2) hours without an authorization will be rejected with no reconsideration for the claim. If 8888 labor code is used on less than two (2) hours this does not require an authorization. When using 8888 detailed comments are required in the event notes/comments.

Authorizations required

Certain components require an authorization (AUTHO) prior to repair. Technical Service is able to provide an authorization prior to repair in order to make sure this is the most efficient repair for you and the customer. Failure to secure an authorization prior to repair will cause your claim to reject. Authorizations are not given out after repairs have been completed.

- An authorization is valid for 60 days from the date issued for **Non-Goodwill** repairs
- Authorizations for Goodwill repairs do not have an expiration date

Lubricant/Fluid Coverage

Harley-Davidson will cover the replacement of contaminated lubricants/fluids when involved in a warrantable vehicle repair. Fluid will be covered based on model fluid(s) capacity and amount required for repair. Warranty does not cover cleaning fluids, such as PJ1 (Super Cleaner).

Damaged/Missing Part(s) in Kits

If you find that only a part(s) in a kit has a warrantable condition (the defective part), you should replace and warranty only the defective part (not the entire kit) if available separately. If the defective part is not available separately or is obsolete proceed with ordering the kit. When filing the claim use the defective part number as the failed/problem part not the entire kit part number. Kit part number should be noted in the event notes/comments.

Should you receive a kit and find the components missing/packaged incorrectly (regardless if the component is sold separately), you must file an RMA. This is not considered to be a manufacturing defect. Please be aware that this is not the same as a warranty claim. RMA's are handled through Dealer Services.

New Vehicle Missing Part(s)

If you find a part(s) missing out of the crate, or if you find a part(s) is incorrectly packaged - but not installed on the vehicle (i.e. received two left mirrors – or the wrong windshield), please file an RMA (Return Merchandise Authorization), per the loose parts listing on h-dnet.com intranet. Please be aware that this is not the same as a warranty claim. Code "T" RMA's for missing parts are entered using the Electronic RMA Tool. Accessing the RMA Tool will be done via your toolbox in h-dnet.com intranet. For details on using the Electronic RMA tool, please see the RMA tool support materials under General Operations/Training/Dealer Help Guides/RMA. For details on the RMA program please see h-dnet.com intranet Departments/Parts & Accessories/Sales Support Programs/Return Programs.

Painted Parts Warranty

In a continuing effort to control warranty costs, it is highly recommended that the failed part be repaired rather than replaced if possible. The preferred paint repair kit is available through Engman-Taylor (PN 160829), Once you have completed the self-repair, send in the Warranty Claim for the labor time involved.

All painted parts ordered as a replacement(s) part follow the appropriate painted parts warranty procedure as outlined on "Painted Part Look-up" on h-dnet.com intranet.

Note: Upon inspection, if it is deemed that the painted part can be field repaired rather than replaced, the part may be returned and may result in the claim being denied and/or rejected.

Procedure – Outside Repair (Original Equipment Only)

Determine the severity of the painted parts problem. If it is more than a minor flaw, yet repairable, contact a local paint repair firm of your choice to obtain an estimate.

If you chose to have an item repaired by an outside source, you will need to submit a claim with a sublet line item (type code of "S") with the dollar amount of the repair. This amount cannot exceed dealer net cost of the part. (A copy of the sublet bill must be retained by the dealership. You may be asked to provide a copy of the sublet bill).

All outside painting bills must include the following:

- Name of the firm performing work
- VIN of the vehicle
- Description of work performed
- Date work was performed
- Itemized charges
- Customer's signature of satisfaction on the Repair Order

Harley-Davidson is not responsible for warranty on local paint repair firm quality or workmanship.

Cosmetic Quality

To aid the dealer network in addressing quality concerns, Harley-Davidson Motor Company has developed a zoning and viewing protocol, which enables you to make better decisions before filing claims and to help facilitate discussions around customer's expectations. Please refer to the Harley-Davidson™ Cosmetic Quality guide. In Service Information Portal (SIP) a cosmetic reference gauge can be ordered as needed (p/n: 94000602)

Warranty Procedures CVO™ Model Painted Parts

All painted parts ordered as a replacement(s) part would follow the appropriate painted parts warranty procedure as outlined on "Painted Part Look-up" on h-dnet.com intranet.

Section 2



Claim Information

Information/Items Needed to Complete A Warranty Claim

Refer to the Claim Entry Guidelines on h-dnet.com intranet for detailed information. To improve the quality of our warranty data and ensure a higher level of claim(s) accuracy, an enhancement has been made to the Warranty Claims portion of h-dnet.com and Warranty-Link in the TALONes™ system. The Event Notes section in H-dnet.com and TALONes™ system is a mandatory field. Use this field to provide a detailed description of the customer's concern, the condition and the repair made. In the case of a non-vehicle claim, enter the retailed date of the item or indicate item not sold. This information will help validate claims, improve first pass approval on claims and allow our quality teams to understand failures and work to improve overall part and vehicle quality.

Submitting the Warranty Claim

Do not submit a warranty claim **until the repair is completed.** The claim must be received at Harley-Davidson within 30 calendar days from the date of repairs completed on the claim. If received after these indicated dates, the claim will be rejected.

After the claim has been received at Harley-Davidson, it will be reviewed and added to the warranty claims database. If the claim is found to have errors, or the adjuster finds it necessary to obtain more information about the claim, the claim will be suspended, and a message will be sent to the dealership via the electronic warranty claim edit results, indicating what further information is needed.

Dealer has 20 calendar days from the date the claim was first submitted to move the claim from suspended status to an approved status. If the claim is not corrected within this time frame, it will be rejected. All responses must be completed and corrected within the 20 days from submission day (duration does not restart upon response).

Rejection of variances to warranty policy

Dealers that have had a rejected claim (or any event in a claim) due to an error in submission, or believe that a claim was rejected in error, can contact the warranty team to address a single claim. The claim in question must adhere to the US Warranty Policy and be under 60 days old (from service end date) to be considered for a variance to the warranty policy. **Claims over 60 days old will not be considered for review.** An administration charge will be applied for all reviews (approved or rejected) per claim (not event), the fee will be waived if found to be processed in error by Harley-Davidson.

If an authorization (autho) was given for a claim and submission was beyond the 30-day submission the following payment structure will apply if the claim was filed correctly.

- 31 days to 50 days = \$150 Late fee applied
- 51 days to 60 days = \$250 Late fee applied

Claims older than 60 days (service end date) will not be reconsidered.

Warranty Claims Documentation

The dealer contract requires all dealers to maintain adequate records and documents which support each warranty claim and recall that dealers may submit to Harley-Davidson to establish policies and procedures for reimbursing dealers for their warranty/recall services.

It is a Harley-Davidson policy that all dealers must fill out and maintain a matching repair order to substantiate their warranty/recall work submitted to Harley-Davidson. Repair orders must be filled out at the same time service is performed and maintained as part of your service department's history. **All repair orders must be signed by the customer, signifying the repairs are complete (this includes internal repair orders). Your repair orders must be closed/cashiered and must match your claim.** The customer signed repair order is the legal document for the repair. Repair orders must be retained for at least five years and must be made available to Harley-Davidson upon request.

In addition to the warranty/recall work being performed, repair orders/work orders should contain a detailed description of all concerns expressed by the customer (including customer pay/goodwill), all work/adjustments performed, the date the motorcycle was presented for work, the date the customer was notified their bike was ready for pick-up, and the odometer statement for the date in and date out.

As noted in the Owner's Manual, customers must maintain a record of service to keep their new motorcycle limited warranty in force. Warranty may request the dealer to provide the customer's record(s) of routine maintenance (see Owner's Manual) to approve a claim.

Warranty Credit Inquiry

If you have been issued credit on a claim - which has a discrepancy to the amount expected, you will need to file an electronic credit inquiry, located on h-dnet.com under the Service Toolbox/eService/Warranty Credit Inquiry. Please include the appropriate documentation (i.e. repair order, dealer invoice, etc.). A credit inquiry is permitted four (4) times per calendar year per dealer number. Credit inquiries must be submitted within 30 days of the claim being credited and administration charges will be applied (see section 6)

Warranty & Retail Labor Rate Certification

The Warranty & Retail Labor Rate change request form is located on h-dnet.com intranet in My Toolbox under eService. To qualify for reimbursement, dealers must submit this eService form on h-dnet.com, declaring the hourly retail labor rate currently being charged. This same dollar amount will be used for warranty labor reimbursement. The Warranty & Retail Labor Rate must be the rate uniformly charged for retail and warranty repairs and must be posted in a conspicuous area in the service department.

Dealer's Warranty & Retail Labor Rate can be changed once every 12-months. The Warranty & Retail Labor Rate change requires 10 business day notice, prior to date effective. Dealers who request a subsequent change during the same 12-month period must do so and indicate their business need. As a dealer, you have agreed to furnish Harley-Davidson with full information as to your current hourly labor rate. Harley-Davidson reserves the right to audit, to verify local retail labor rates.

Section 3



Recall Information and Processing

Recall Processing

If a recall campaign is initiated, owners of the vehicles affected by the campaign will receive a letter of explanation, and instructions indicating that they must contact their authorized dealership and bring in the vehicle that is to be corrected.

A Service Bulletin and a list of the vehicles originally shipped to the dealer and which are involved in the campaign will be available to each dealer on h-dnet.com. The list contains both registered and non-registered vehicles. All registered owners on record are notified by Harley-Davidson and are instructed to bring their vehicles to their authorized dealers for service.

All non-registered vehicles must be corrected prior to delivery to retail customers or leasing the vehicles, according to NHTSA regulations. If the vehicle has been sold, yet appears on the nonregistered list sent to you, it is your responsibility to contact the owner and instruct him/her to bring his/her vehicle in for the required service. To ensure rider safety, it is the dealer's responsibility to perform the required service on all affected vehicles, even if the motorcycle was purchased elsewhere.

Special Dealer Notes

It is of the utmost importance that recall campaigns comply with federal regulations. When a motorcycle is involved in a recall campaign, remember:

1. There is no time limit on a recall campaign. It never expires.
2. A customer may not be charged for corrections performed under the recall campaign.
3. In a recall campaign, it does not matter if the customer is not the original owner. If his/her vehicle is in the VIN range of the campaign, the update must be performed.
4. Check h-dnet.com, Talon® computer software or Harley-Davidson's website to verify whether or not recall work has been completed on a motorcycle.
5. Recalls must be performed even if the motorcycle was not purchased from your dealership.
6. To obtain credit once the repair is completed, follow the applicable credit procedure in each recall campaign service bulletin. If the credit procedure indicates you need to fill out a Dealer Service card and the customer has not provided one, use a blank Dealer Service card. Credit for a Dealer Service card will appear on the credit memo as a claim with the last 6 digits of the VIN.

Submitting a Dealer Service Card

This card is used to process older campaigns and is available on h-dnet.com intranet to download and print as needed. Please reference the appropriate service bulletin via the Service Document Viewer application on h-dnet.com for the specific campaign to complete the dealer service card. If additional cards are needed, go to h-dnet.com. Departments/Service/Service & Product Campaign/Dealer Service Cards for Older Safety Campaigns.

If return of the part(s) is required, then mail the completed dealer service card along with the part(s) to:

Harley-Davidson Motor Company,
ATTN: Warranty Parts Return Team
3801 West Juneau Avenue
Milwaukee, WI, 53208

If return of the part(s) is not required, then fax a copy of the completed dealer service card to (414) 343-8347.

Campaign Processes and Procedures

This document will provide clarification in regard to all aspects of recalls, including scenarios not identified in the credit procedure of the bulletin:

- Please read and follow the entire applicable Service Bulletin prior to completing any recalls. Each bulletin is different, as well as the process for notifying Harley-Davidson of the work your dealership has performed. The correct credit procedure will be outlined in each Service Bulletin.
- In the event your system shows a recall as being open, but your technician confirms it has been performed, please have your technician perform the recall again and follow the credit procedure outlined in the applicable bulletin.

- If a customer refuses to have a recall service performed, have the customer sign off on the repair order, indicating they refuse to comply with the Recall, as well as the Dealer Service Card and the dealer copy of the card for your records, indicating the refusal. Send the factory copy to HDMC.
- If a vehicle has been modified and the recall CANNOT be performed, please fill out a Dealer Service Card with 'Vehicle has been modified, Recall cannot be performed' clearly written on the card and mail card to the address on the back of the card. HDMC will update the VIN information but cannot close out the recall.

Additional References:

Recall campaign claims are submitted electronically. Refer to the appropriate Service Bulletin for instructions. Claims are generated from Dealer's systems and dealers are paid under those claim numbers.

In the event your dealership has campaign parts that are not needed, please contact your Dealer Services team at 1-800-664-7762 for assistance with returning these parts.

Section 4



Parts Return

Warranty Parts Return

All items removed and/or replaced under warranty/goodwill are the property of Harley-Davidson. Retain all parts for 60-days from the date credit is issued on the credit memo. After that time period, all warranty parts must be destroyed.

The return of parts is sometimes necessary to credit you for your claim and allow for Harley-Davidson to perform failure analysis to initiate improvements in the quality of the product. It's the dealer's responsibility to monitor available warranty part return labels in H-dnet.com. Parts not returned by the due date will result in claim rejection.

All items returned must have the correct claim information on the shipping label. Incorrect items will result in a claim rejection.

Note: Claims for engines, crankcases, frames, and transmissions not returned by the due date will be debited \$ 5,000.00. See warranty replacement-engines in this document.

Identification:

- ❑ To ensure proper identification of all warranty parts, tag the part when the warranty work is performed. Parts tags, part number 99524-67A, can be ordered through your normal parts ordering process.
- ❑ All cosmetically flawed parts with the exception of leather/vinyl and General Merchandise (where the use of tape is prohibited) must have the concern identified using masking tape as a non-destructive means. Arrows may be drawn on top of the tape to indicate the location of the concern. This will make it easy for Harley-Davidson to verify the claimed concern and will speed up your credit. Because the use of tape on leather/vinyl and other General Merchandise products can cause irreparable damage it is important that you please provide a clear, accurate description and location of the warrantable condition in your written warranty claim. Parts received without the area of concern identified are subject to an administrative/NTF charges.

Packaging:

- ❑ Your shipping department should box up the warranty part(s) for shipment to the specified location for this claim. Make sure the part(s) on the UPS part return shipping label matches the part(s) in the box before affixing the UPS shipping label to the outside of the box.
- ❑ Use original packaging whenever possible to return the part to Harley-Davidson. The original packaging was designed to protect the part against shipping related damage. This will help protect the part from further damage and allow for analysis and quality improvements.
- ❑ If the original packaging is unavailable, it is necessary to protect the part from additional damage during shipment.
- ❑ It is the dealer's responsibility to properly protect the part to avoid additional damage due to inappropriate packaging.
- ❑ DO NOT USE "PEANUTS/POPCORN" (If peanuts or popcorn is used, an administrative/NTF charge will be applied).

Shipping:

- ❑ Parts must be shipped using the UPS eLabel system via h-dnet.com. C.O.D. shipments will not be accepted, unless previous arrangements have been made with the factory.
- ❑ Parts that are too large to ship via UPS Ground may be sent common carrier (truck) prepaid. You will be reimbursed for any freight costs you incur. Please remember that you must include warranty claim information and or authorization/reference numbers with the shipment. This will help expedite claim payment.
- ❑ Print the UPS part return shipping label on an 8 1/2 x 11" sheet of paper. Fold the paper in half with the UPS label facing forwards. Enclose the UPS shipping/part return label into the plastic pouch and attach the pouch to the outside of the shipping package with the return address visible. See eLabel FAQ's on h-dnet.com for more information. Do not cut the claim information off the return label, do not tape the return label directly to the box, return labels must include the claim information, otherwise an administrative/NTF fee will be applied.
- ❑ Your shipping department should box up the warranty part(s) for shipment to the specified location for this claim. Make sure the part(s) on the UPS part return shipping label matches the part(s) in the box before affixing the UPS shipping label to the outside of the box. If the part(s) received does not match the part(s) requested, the claim will be denied and an administrative/NTF charge will be applied.
- ❑ All parts claimed through warranty that are requested to be sent back should be packaged one part, kit or assembly per box.

- Tires: All warranty tires MUST be returned in a fully enclosed cardboard box per UPS shipping regulations. Failure to do so will result in an administrative/NTF charge (see Administrative and No Trouble Found Charge section).
- Freight Collect or Air Freight shipments will not be accepted, unless otherwise specified.

Original Packaging Failure & Damaged Goods

If packing damage is readily visible upon receipt from the shipper, file a claim via an RMA.

If the reason for warranty is due to the part being damaged from the failure of the original packaging used to ship the part to your dealership, return the part and original packaging inside of and protected by, a larger box. The larger box needs to be big enough to allow the use of additional cushioning material on all sides. If a part or accessory is purchased and installed by a retail customer or a dealer, and cosmetic or physical damage is present, warranty will not cover the item.

Components Containing Fluids

Please ensure components containing fluids are completely drained and empty prior to packaging and shipping. Failure to do so will result in an administrative/NTF charge.

Components Containing Fluids:

- Fuel Tanks & Fuel System Components
- Oil Tanks & Lines
- Engines and Related Components
- Radiators and Related Components
- Any other component that contains fluids

Parts returned for credit are subject to evaluation. When the part(s) are received and inspected, and the warranty condition claimed is validated, credit will be issued.

All parts returned to Harley-Davidson for warranty consideration that are not properly tagged, returned to the incorrect location, returned beyond the due date, incomplete kits, or not properly packaged (as explained in Tech Tips #50), will be returned immediately with an administrative and inspection charge per event. The event will also be rejected, without any further consideration. Following these simple procedures will ensure timely credits for you and provide Harley-Davidson with parts analysis that is essential to continuous improvement.

Additional Items:

- Serialized Components

When returning the replaced crankcases or shortblock (and longblock) assemblies, only the half that has the abbreviated VIN is required to be returned unless otherwise noted. Under no circumstance should a warranty or goodwill serialized component be returned via the RMA process. Failure to follow the correct process will result in a rejected claim.

Note that certain paint schemes are serialized and should follow the serialized part return process.

When returning a frame, the entire frame neck including the VIN number with a minimum of 12 inches of the front down tubes attached, must be returned. (There may be situations that require the entire frame to be returned, but only when instructed by Technical Services). If the entire frame is returned without prior Harley-Davidson authorization obtained by calling 1-800-664-7762, the dealer will be assessed an administrative/NTF charge.

- Electrical Components

Use caution when removing electrical components for warranty replacement and return. Electrical components are subject to testing and must be received with the leads intact. Electrical components returned to the warranty department with damaged or severed wires will not be considered warrantable.

- Leather Components

The return of acceptable warranty parts to Harley-Davidson is a critical part of the quality process. To avoid claims being rejected as NTF (No Trouble Found) be sure to reference the Cosmetic Quality Guide during your inspection process. Also, because the use of tape on leather/vinyl and other General Merchandise products can cause irreparable damage it is important that you provide a clear, accurate description and location of the warrantable condition in your warranty claim. Failure to do so will result in a rejected claim and/or administrative/NTF charges.

- Trike Bodies

If a Trike replacement body midsection assembly is required, regardless of warranty status, the order must be approved by the Harley-Davidson Technical Service Department. You must provide all required information and submit a Technical Service Part Request eForm on h-dnet.com intranet.

Section 5



Supplier Direct Warranty

Harley-Davidson’s express limited warranty does not cover components which are covered by separate warranties that are issued by the respective manufacturers and/or suppliers of those components. From time to time additional components may be introduced that follow the Supplier Direct warranty process as well.

Deltran Battery Tenders/Chargers

The table below lists the part numbers for available Deltran Battery Tender® chargers. The first 12 months of the warranty is supported through Harley-Davidson (by submitting a warranty claim) but the remainder of the warranty coverage is supported directly through Deltran-do not submit a warranty claim through HDMC. Their contact information is as follows:

DELTRAN USA, LLC

801 International Speedway Blvd.

DeLand, FL 32724 (386) 736-7900 (877) 456-7901 Service@batterytender.com

H-D Part Number	Deltran Part Number	Description	Warranty Duration
94624-97B	081-0142-2HD	Battery Charging Harness, with fuse	Normal P&A
99821-09	081-0148-12HD	DC Output, Ext Cable 12.5 ft, Harley	Normal P&A
99828-09	081-0148-25HD	DC Output, Ext Cable 25 ft, Harley	Normal P&A
99829-09	022-0165-HD-WH	Battery Charger, 2-bank, International, Harley 12V1.25A, Americas	2 years
99847-09	022-0148-HD-WH	Battery Charger, 4-bank, International, Harley 12V1.25A, Americas	2 years
66000004	022-0150-HD-WH	Battery Tender, Waterproof, 800mA, US	3 years
66000005	081-0142-3HD	Battery Charging Harness with LED Charge Indicator	Normal P&A
66000033	022-0139P-HD-B-WH	Battery Charger, Global	2 years
66000038	021-0123-HD-D	Battery Charger, 750mA, US	5 years
66000041	022-0186G-HD-WH	Battery Charger Global, 5 Amp, Western Hemisphere	2 years

Whelen Police Equipment

The table below lists the part number for Whelen Police Equipment. The warranty on these components is handled directly with Whelen. Do not submit a warranty claim through HDMC. Their contact information is as follows:

Item	Item	Warranty
12100011	Grommet	No Warranty
53638-04	Tour-Pak® Red Light Assembly	5 Years from MFG Date
53639-04	Tour-Pak® Blue Light Assembly	5 Years from MFG Date
53642-04	Tour-Pak® Red/Blue Light Assembly	5 Years from MFG Date
67598-88	Bulb/Self Contained Pole Light	6 Months from MFG Date
67699-88	Pole Light Red Lens	No Warranty
67623-88A	Pole Light Blue-Self Contained	Power Supply= 2 Year and Strobe= 6 months From Mfg Date
67624-88A	Pole Light Red-Self Contained	Power Supply= 2 Year and Strobe= 6 months From Mfg Date
68547-04	Par 36, Led Red Light	5 Years from MFG Date
68557-04	Par 36 Led Blue Light	5 Years from MFG Date
69216-04	Engine Guard Red Light Assembly	5 Years from MFG Date
68217-04	Engine Guard Blue Light Assembly	5 Years from MFG Date
69250-04	Led Light kit Red/Blue Par 36	5 Years from MFG Date
69251-04	Engine Guard Led Kit Red/Blue	5 Years on Light Only
69255-04	Engine Guard Service Lens Red	No Warranty
69256-04	Engine Guard Service Lens Blue	No Warranty
69257-04	Par 36 Service Lens Red	No Warranty
69258-04	Par 36 Service Lens Blue	No Warranty
69262-04	Light Kit, 2 Red Par 36 Led	5 Years from MFG Date
69263-04	Light Kit, 2 Blue Par 36 Led	5 Years from MFG Date
69264-04	Engine Guard Led Light Kit 2 Red	5 Years on Light Only
69265-04	Engine Guard Led Light Kit 2 Blue	5 Years on Light Only
69705-10	Led Brake Light with Integrated Amber	5 Years from MFG Date
69816-10	Red Led Light with Clear lens	5 Years from MFG Date
69940-10	Blue Led Light with Clear lens	5 Years from MFG Date
69941-10	Split Red/Blue Led Light with Clear Lens	5 Years from MFG Date
70671-04	Module-Led Flasher	5 Years from MFG Date
70672-04	Led Ballast 4 Channel	5 Years from MFG Date
70673-04	Wire Harness	No Warranty
72641-10	Led Light Trim Ring	No Warranty
91156-93	Siren Amp	2 Years from MFG Date
91157-88A	Speaker Assembly	2 Years from MFG Date
C1161.AU	Police Light & Siren Blue/Red Uly	Lights= 5 Year, Speaker, Control Module, and Switch=2 Year
M0115.1AU	Cover Siren Driver	No Warranty
M0926D.1AU	Top Case Junior 40 Std W/Bracket	No Warranty
M1187.1AU	Wind Deflector W/Bracket Right Hand	No Warranty
Y0443.1AUA	Switch Assembly Light Control	2 Years from MFG Date
Y0449.1AU	Light/Siren Control Module	2 Years from MFG Date
Y0468.1AU	Wire Harness Main Lighting	No Warranty
Y0650.1AU	Emergency Light Blue Round Pursuit Led	5 Years from MFG Date

Y0650A.1AU	Emergency Light Red Round Pursuit Led	5 Years from MFG Date
Y0652.1AU	Emergency Light Blue Rect Vert Pursuit	5 Years from MFG Date
Y0652A.1AU	Emergency Light Red Rect Vert Pursuit	5 Years from MFG Date
Y1012.1AU	Main Front Light Mount	No Warranty

Bosch Service Lift

Part number 92900004 (Service Lift) is warrantied directly through the supplier, Bosch Automotive Services Solutions. They can be reached at 1-800-533-6127 for any concerns with this product.

Below is a list of available replacement parts from Bosch for these lifts:

522447	Handle
522448	Caster kit (rear wheel)
522449	Wheel kit (front wheel)
522450	Foot pedal kit
531043	Hold down strap kit
522451	Power Unit kit (hydraulic lift pump)
522452	Lock bar kit
522453	Return spring
522454	Leveling screw kit
568395	Load Yoke kit
568390	Pushing rod kit

Radio & Electronic Accessories

Effective Sept. 14, 2018, Harley-Davidson will be using United Radio (UR) for all audio components returns and replacements in place of Communications Test Design, Inc (CTDI).

UR website (www.urdealerservices.com)

Contacts:

- U.S. dealers contact United Radio at 800-448-0944
- International dealers contact United Radio at 315-446-5570

Dealers will need to create a new login and account with United Radio. The login and account information from CTDI will not work on the new website.

The warranty matrix below represents electronic accessories that require a specialized warranty or that need to be submitted to an alternate supplier/provider.

Part Number	Description	Warranty Process / Documentation
76000188	CB MODULE, COMM SYS	Latest Revision of Warranty Bulletin W144
76000233	MODULE, XM SAT RADIO	Latest Revision of Warranty Bulletin W144
76000660	BOOM!™ AUDIO STAGE I/II, FRNG LWR, SPKR KIT	Speakers within kit have a 2-year warranty
76000779	RECEIVER, RAD, PREM/DOM	Latest Revision of Warranty Bulletin W144
76000780	RECEIVER, RAD, PREM/HDI	Latest Revision of Warranty Bulletin W144
76000781	RECEIVER, RAD, PREM/ROW	Latest Revision of Warranty Bulletin W144
76000783	RECEIVER, RAD, PREM/DOM	Latest Revision of Warranty Bulletin W144
76000784	RECEIVER, RAD, PREM/HDI	Latest Revision of Warranty Bulletin W144
76000785	RECEIVER, RAD, PREM/ROW	Latest Revision of Warranty Bulletin W144
76000786	RECEIVER, RAD, CVO/DOM	Latest Revision of Warranty Bulletin W144
76000787	RECEIVER, RAD, CVO/HDI	Latest Revision of Warranty Bulletin W144
76000796	RECEIVER, RAD, CVO/DOM	Latest Revision of Warranty Bulletin W144
76000797	RECEIVER, RAD, CVO/HDI	Latest Revision of Warranty Bulletin W144
72647-11	MODULE, I-POD	Latest Revision of Warranty Bulletin W144
76000075C	RECEIVER, RAD, STD/DOM	Latest Revision of Warranty Bulletin W144
76000076C	RADIO, PREM, DOM	Latest Revision of Warranty Bulletin W144
76000228B	RADIO, DOM, CVO	Latest Revision of Warranty Bulletin W144
76000229C	RADIO, HDI, CVO	Latest Revision of Warranty Bulletin W144
76000230C	RADIO, STANDARD, HDI	Latest Revision of Warranty Bulletin W144
76000231C	RADIO, PREMIUM, HDI	Latest Revision of Warranty Bulletin W144
76000232C	RADIO, PREMIUM, ROW NAV	Latest Revision of Warranty Bulletin W144
76000277B	AMPLIFIER, AUDIO	Latest Revision of Warranty Bulletin W144
76000317A	KIT-SPEAKERS, PREMIUM,6.5IN, FRT	Speakers within kit have a 2-year warranty
76000318A	KIT-SPEAKER, PREMIUM,6.5IN, RR	Speakers within kit have a 2-year warranty
76000319A	KIT-SPEAKER, SADDLEBAG LID, STAGE 2	Speakers within kit have a 2-year warranty
76000353A	KIT-SPEAKER, FRNG LWR, STAGE II	Speakers within kit have a 2-year warranty
76000487A	KIT-SPEAKER, LWR-FRNG, TIER 1	Speakers within kit have a 2-year warranty
76000489A	KIT-SPEAKER, S'BAG LID, TIER 1	Speakers within kit have a 2-year warranty
76000524A	KIT-SPEAKER, FAIRING, STAGE 2	Speakers within kit have a 2-year warranty

76000526A	KIT-SPEAKER, REAR, STAGE II	Speakers within kit have a 2-year warranty
76000548A	KIT-SPEAKERS, FRNG, STAGE 1, ROAD GLIDE®	Speakers within kit have a 2-year warranty
76000594A	KIT-SPEAKER, FRNG, STAGE 2, ROAD GLIDE®	Speakers within kit have a 2-year warranty
76160-06	RADIO, UNCALIBRATED	Latest Revision of Warranty Bulletin W144
76165-06A	MODULE, XM SATELLITE RADIO	Latest Revision of Warranty Bulletin W144
76167-06A	MODULE, GPS NAVIGATION	Latest Revision of Warranty Bulletin W144
76192-06B	AMPLIFIER	Latest Revision of Warranty Bulletin W144
76222-06A	MODULE, HANDS FREE CELL PHONE INTERFACE	Latest Revision of Warranty Bulletin W144
76236-06	MODULE, CB	Latest Revision of Warranty Bulletin W144

Section 6



Administrative and No Trouble Found (NTF) Charge

Administrative Charge

An administrative charge will be applied when policies and processes in this manual are not followed by your dealership. Examples include (but are not limited to), credit inquiry, rejection of variances to warranty policy, improper packaging or identification of warranty conditions etc.

- \$25 fee

These charges are applied to cover processing and administrative costs when assisting dealers to approve a claim for credit.

No Trouble Found (NTF) Policy

Some warranty claims require a part to be returned before the claim is paid. Parts will be inspected/tested for warranty verification. The NTF Policy is as follows:

1. Parts returned and found to be NTF will be sent back (except batteries) with an NTF fee.
2. All parts returned to Harley-Davidson for warranty consideration that are: not properly tagged, returned to the incorrect location, returned beyond the due date, complete kits where the part with the warrantable condition is available separately, or not properly packaged (as explained in Tech Tips #50 found on h-dnet.com), will be assessed an NTF fee.
3. All cosmetically flawed parts with the exception of leather/vinyl and General Merchandise must have the area of concern identified using masking tape as a non-destructive means. Arrows may be drawn on top of the tape to indicate the location of the concern, which created the need for replacement. Because the use of tape on leather/vinyl and other General Merchandise products can cause irreparable damage it is important that you please provide a clear, accurate description and location of the warrantable condition in your written warranty claim. Any part received without a warrantable condition clearly identified will be returned immediately with an NTF fee.
4. All cosmetic flaws must be referenced with the Harley-Davidson™ Cosmetic Quality Guide to determine which acceptance criteria apply. If the part is received and deemed to be a proper representation of the product and current process or No Trouble Found (NTF), the claim will be rejected, the part will be returned to you, and an NTF fee applied.
5. Upon inspection, if it is deemed that the painted part can be field repaired rather than replaced, the part will be returned and result in a rejected claim and an NTF fee applied. Please see Tech Tip 397 for more information.
6. If the percentage of parts found to be NTF is particularly high for your dealership, we will contact you to try and understand the reason, and offer technical help as needed.
7. If there are any questions regarding the denial of a claim due to “No Trouble Found” please contact the Warranty Department at 1-800-664-7762.

This policy creates guidelines that are fair and understandable. Our mutual goal is to satisfy the retail customer, by fixing his/her problem correctly the first time. Please be certain your technicians are following proper diagnostic procedures as part of their normal work practices. This will not only help increase your service operation's capacity but will get the customer on the road much faster.

An NTF fee will be applied when the above guidelines are not followed.

- \$25 fee on the first occurrence
- \$50 fee on the second occurrence
- \$75 fee every occurrence thereafter

These charges are applied to cover shipping and administrative costs. Annually these charges will reset at the beginning of the calendar year. An example of a Warranty Claim/Part Return discrepancy report is attached as a reference.



WARRANTY CLAIM / PART RETURN DISCREPANCY REPORT



The enclosed part was submitted by your dealership for warranty consideration. A team of experienced personnel reviewed your claim and after examination of the returned part, the claim was rejected/debited for the following reason(s):

<input type="checkbox"/>	Defective Component is available seperately
<input type="checkbox"/>	Incomplete kit returned: Must return entire kit to receive credit
<input type="checkbox"/>	Defect not clearly identified on the part (use masking tape per Warranty Manual)
<input type="checkbox"/>	Additional damage occurred due to improper packaging: Original defect cannot be determined
<input type="checkbox"/>	Warrantable manufacturing defect could not be confirmed
<input type="checkbox"/>	Proper representation of the product and current process (Acceptable production quality)
<input type="checkbox"/>	Damage; Condition is not the result of a manufacturing defect
<input type="checkbox"/>	Part has been installed/ used; not eligible for DFS damage coverage
<input type="checkbox"/>	Condition is field repairable
<input type="checkbox"/>	Incorrect part returned
<input type="checkbox"/>	Part does not match
<input type="checkbox"/>	RMA, not Warranty
<input type="checkbox"/>	NTF Fee Only
<input type="checkbox"/>	No GRX Ticket
<input type="checkbox"/>	Other (Please see notes below)

H-D Service Request #: _____
 Dealer Number: _____
 Claim Number: _____
 Part Number: _____
 Part Description: _____

Event Dollar Rejected: _____
 Administrative Fee: _____
 Core Credit: _____
 Date: _____

There will be an administration and inspection charge applied to your account as explained in the No Trouble Found Policy in the online US Warranty Manual. For further explanation of this decision, please review your claim notes; if at that time, additional information is needed, contact Warranty Operations at 1-800-664-7762 and follow prompts.

Warranty must be called prior to sending any rejected parts back for reconsideration.

For Reference Only

Section 7



Supporting Tables

Tire Part Numbers

H-D PART NUMBER	DESCRIPTION	SUPPLIER	TREAD DEPTH INCH (MM)	50% ADJUSTMENT	FULL ADJUSTMENT
43100016	SCORCHER FR, 140/75R17 BW	MICHELIN	4/32 (3mm)	1/32-2/32 (1-2mm)	3/32-4/32 (2-3mm)
43200022	SCORCHER RR, 200/55R17 BW	MICHELIN	6/32 (5mm)	1/32-3/32 (1-2mm)	4/32-6/32 (3-5mm)
43100017	SCORCHER FR, 100/80R17 BW	MICHELIN	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43200023	SCORCHER RR, 140/75R15 BW	MICHELIN	7/32 (6mm)	1/32-3/32 (1-2mm)	4/32-7/32 (3-6mm)
43200001	D402 RR MU85B16 BW	DUNLOP	11/32 (9mm)	1/32-5/32 (1-4mm)	6/32-11/32 (5-9mm)
43100013	D408F FR 130/60B19 BW	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
40158-10	MACADAM 50 160/70-17 BW	MICHELIN	8/32 (6mm)	1/32-3/32 (1-2mm)	4/32-8/32 (3-6mm)
40159-10	COMMANDER 100/90-19 BW	MICHELIN	6/32 (5mm)	1/32-3/32 (1-2mm)	4/32-6/32 (3-5mm)
40548-96A	D402F PT MM90-19 BW	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
40549-96A	D402 PT MT90B16 BW	DUNLOP	9/32 (7mm)	1/32-4/32 (1-3mm)	5/32-9/32 (4-7mm)
40554-04A	GT502F 100/90B19 BW	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
40555-04A	GT502 150/80B16 BW	DUNLOP	7/32 (6mm)	1/32-3/32 (1-2mm)	4/32-7/32 (3-6mm)
40556-06A	GT502 130/90B16 BW	DUNLOP	8/32 (6mm)	1/32-3/32 (1-2mm)	4/32-8/32 (3-6mm)
40565-91B	D401 130/90B16 BW	DUNLOP	12/32 (10mm)	1/32-5/32 (1-4mm)	6/32-12/32 (5-10mm)
40567-90A	D401F 90/90-19 BW	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
40878-11	SCORCHER 150/80B16	MICHELIN	10/32 (8mm)	1/32-4/32 (1-3mm)	5/32-10/32 (4-8mm)
40879-11A	SCORCHER FR, 120/70ZR18	MICHELIN	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
41036-12	SCORCHER 80/90B21	MICHELIN	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
41473-06	D419 240/40R18 BW	DUNLOP	12/32 (10mm)	1/32-5/32 (1-4mm)	6/32-12/32 (5-10mm)
41474-06B	D408F 140/75R17 BW	DUNLOP	6/32 (5mm)	1/32-3/32 (1-2mm)	4/32-6/32 (3-5mm)
41566-08B	D407F 90/90-19 BW	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)

41688-08A	D407 240/40R18 BW	DUNLOP	8/32 (6mm)	1/32-3/32 (1-2mm)	4/32-8/32 (3-6mm)
41771-10	D408 200/50R18 - 18 REAR TIRE	DUNLOP	9/32 (7mm)	1/32-4/32 (1-3mm)	5/32-9/32 (4-7mm)
41998-07	D407 170/60R17 BW	DUNLOP	9/32 (7mm)	1/32-4/32 (1-3mm)	5/32-9/32 (4-7mm)
41999-07B	D407F 130/70R18 BW	DUNLOP	6/32 (5mm)	1/32-3/32 (1-2mm)	4/32-6/32 (3-5mm)
43022-91A	D402F MT90B16 BW	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43100003	Scorcher 32, FR, 130/90B16 BW	MICHELIN	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43100004	D402F MH90-21 SWW	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43100008	D408F 130/60B21 BW	DUNLOP	6/32 (5mm)	1/32-3/32 (1-2mm)	4/32-6/32 (3-5mm)
43102-91B	D402 MT90B16 BW	DUNLOP	9/32 (7mm)	1/32-4/32 (1-3mm)	5/32-9/32 (4-7mm)
43104-93A	D402F MH90-21 BW	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43109-09A	D408F 130/80B17 BW	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43112-91A	D401F 100/90-19 BW	DUNLOP	6/32 (5mm)	1/32-3/32 (1-2mm)	4/32-6/32 (3-5mm)
43114-91B	D402 MT90B16 SW	DUNLOP	9/32 (7mm)	1/32-4/32 (1-3mm)	5/32-9/32 (4-7mm)
43115-91A	D402F MT90B16 SW	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43115-09A	D408F 130/80B17 SW	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43117-09	GT502F 80/90-21 BW 21 FRONT BLACK WALL	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43118-92A	D402F MT90B16 WW	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43119-92A	D402 MT90B16 WW	DUNLOP	9/32 (7mm)	1/32-4/32 (1-3mm)	5/32-9/32 (4-7mm)
43124-94B	D402F MT90B16 WW W/LOGO	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43125-94B	D402 MT90B16 WW W/LOGO	DUNLOP	9/32 (7mm)	1/32-4/32 (1-3mm)	5/32-9/32 (4-7mm)
43167-08	16" Rear, D402 MU85B16 Wide Whitewall w/ Engraved Logo	DUNLOP	11/32 (9mm)	1/32-5/32 (1-4mm)	6/32-11/32 (5-9mm)
43169-00A	K591 160/70B17 BW	DUNLOP	8/32 (6mm)	1/32-3/32 (1-2mm)	4/32-8/32 (3-6mm)
43172-01B	D208F 120/70ZR19 BW	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)

43173-01	D207 180/55ZR18 BW	DUNLOP	7/32 (6mm)	1/32-3/32 (1-2mm)	4/32-7/32 (3-6mm)
43189-11	18 Rear, SCORCHER, 240/40R18 Blackwall	MICHELIN	7/32 (6mm)	1/32-3/32 (1-2mm)	4/32-7/32 (3-6mm)
43197-04B	GT502 180/60B17 BW	DUNLOP	8/32 (6mm)	1/32-3/32 (1-2mm)	4/32-8/32 (3-6mm)
43200004	Scorch 32, RR, 180/70B16 BW	MICHELIN	8/32 (6mm)	1/32-3/32 (1-2mm)	4/32-8/32 (3-6mm)
43200007	D401 150/80B16 MWW	DUNLOP	10/32 (8mm)	1/32-4/32 (1-3mm)	5/32-10/32 (4-8mm)
43200011	SCORCHER 180/55ZR17	MICHELIN	9/32 (7mm)	1/32-4/32 (1-3mm)	5/32-9/32 (4-7mm)
43200015	D402 160/70B17 REAR	DUNLOP	8/32 (6mm)	1/32-3/32 (1-2mm)	4/32-8/32 (3-6mm)
43211-09A	D408F 130/90D16 WW	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43213-11	FR, 120/70R19	MICHELIN	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43216-11	RR, 150/60R17	MICHELIN	7/32 (6mm)	1/32-3/32 (1-2mm)	4/32-7/32 (3-6mm)
43218-08	D427F 130/90B16 BW	DUNLOP	6/32 (5mm)	1/32-3/32 (1-2mm)	4/32-6/32 (3-5mm)
43228-08	D427 180/70B16 BW	DUNLOP	9/32 (7mm)	1/32-4/32 (1-3mm)	5/32-9/32 (4-7mm)
43229-08	D209F RP 120/70ZR18 BW	DUNLOP	4/32 (3mm)	1/32-2/32 (1-2mm)	3/32-4/32 (2-3mm)
43230-09	D407 180/65B16 WW	DUNLOP	10/32 (8mm)	1/32-4/32 (1-3mm)	5/32-10/32 (4-8mm)
43231-08	D209HD 180/55ZR17	DUNLOP	7/32 (6mm)	1/32-3/32 (1-2mm)	4/32-7/32 (3-6mm)
43242-06B	D407 200/55R17 BW	DUNLOP	9/32 (7mm)	1/32-4/32 (1-3mm)	5/32-9/32 (4-7mm)
43250-07	MACADAM 50 160/70-17 BW	MICHELIN	8/32 (6mm)	1/32-3/32 (1-2mm)	4/32-8/32 (3-6mm)
43250-07A	SCORCHER 160/70-17 CO BRANDED REAR	MICHELIN	8/32 (6mm)	1/32-3/32 (1-2mm)	4/32-8/32 (3-6mm)
43250-07B	17 Rear, Scorch 31, 160/70B17 Blackwall	MICHELIN	8/32 (6mm)	1/32-3/32 (1-2mm)	4/32-8/32 (3-6mm)
43252-07	COMMANDER 150/80-16 REINF BW	MICHELIN	9/32 (7mm)	1/32-4/32 (1-3mm)	5/32-9/32 (4-7mm)
43258-07	COMMANDER 100/90-19 BW	MICHELIN	6/32 (5mm)	1/32-3/32 (1-2mm)	4/32-6/32 (3-5mm)
43258-07A	SCORCHER 100/90-19 CO-BRANDED FRONT	MICHELIN	6/32 (5mm)	1/32-3/32 (1-2mm)	4/32-6/32 (3-5mm)
43258-07B	19 Front, Scorch 31, 100/90-19 Blackwall	MICHELIN	6/32 (5mm)	1/32-3/32 (1-2mm)	4/32-6/32 (3-5mm)

43264-02	D401 150/80B16 BW	DUNLOP	10/32 (8mm)	1/32-4/32 (1-3mm)	5/32-10/32 (4-8mm)
43284-07	COMMANDER MU85B16 BW	MICHELIN	10/32 (8mm)	1/32-4/32 (1-3mm)	5/32-10/32 (4-8mm)
43288-07	COMMANDER MT90B16 REAR BW	MICHELIN	9/32 (7mm)	1/32-4/32 (1-3mm)	5/32-9/32 (4-7mm)
43303-07	COMMANDER MT90B16 FRONT BW	MICHELIN	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43304-07	COMMANDER MH90-21 BW	MICHELIN	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43329-04	D402 MU85B16 BW	DUNLOP	11/32 (9mm)	1/32-5/32 (1-4mm)	6/32-11/32 (5-9mm)
43329-09	D407 180/65B16 BW	DUNLOP	10/32 (8mm)	1/32-4/32 (1-3mm)	5/32-10/32 (4-8mm)
43332-04	D402 MU85B16 SW	DUNLOP	10/32 (8mm)	1/32-4/32 (1-3mm)	5/32-10/32 (4-8mm)
43332-09	D407 180/65B16 SW	DUNLOP	10/32 (8mm)	1/32-4/32 (1-3mm)	5/32-10/32 (4-8mm)
43353-03	D402 MU85B16 WW	DUNLOP	11/32 (9mm)	1/32-5/32 (1-4mm)	6/32-11/32 (5-9mm)
43371-07A	D402F 130/70-18 BW	DUNLOP	6/32 (5mm)	1/32-3/32 (1-2mm)	4/32-6/32 (3-5mm)
43390-08A	D408F MH90-21 BW	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43762-96A	D402F PT MT90B16 BW	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43970-08	D401 200/55R17 BW	DUNLOP	8/32 (6mm)	1/32-3/32 (1-2mm)	4/32-8/32 (3-6mm)
44006-09	D407 180/55B18 BW	DUNLOP	10/32 (8mm)	1/32-4/32 (1-3mm)	5/32-10/32 (4-8mm)
44026-09A	D408F 130/70B18 BW	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
55035-11A	SCORCHER 130/90B16	MICHELIN	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
55055-11A	19" Front, D408 130/80B19	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
55192-10	16" Rear, D401 150/80B16 Wide Whitewall	DUNLOP	10/32 (8mm)	1/32-4/32 (1-3mm)	5/32-10/32 (4-8mm)
55193-10	19" Front, D401 100/90-19 Wide Whitewall	DUNLOP	6/32 (5mm)	1/32-3/32 (1-2mm)	4/32-6/32 (3-5mm)
83324-09A	SIGNATURE P205/65R15 BW	DUNLOP	11/32 (9mm)	1/32-5/32 (1-4mm)	6/32-11/32 (5-9mm)
83665-11A	16 rear, P205/60R16 Blackwall	DUNLOP	11/32 (9mm)	1/32-5/32 (1-4mm)	6/32-11/32 (5-9mm)
G0150.1AKS	D616F 120/70ZR17 BW	DUNLOP	7/32 (6mm)	1/32-3/32 (1-2mm)	4/32-7/32 (3-6mm)

G0150.3A8	D208FW 120/70ZR17 BW	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
G0150.3AV	ANGEL ST FR 120/70ZR17 BW	PIRELLI	6/32 (5mm)	1/32-3/32 (1-2mm)	4/32-6/32 (3-5mm)
G0150.9B	D208F 120/70ZR17 BW	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
G0150.T	K330A 100/80-16 BW	DUNLOP	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
G0350.1AKT	D616 180/55ZR17 BW	DUNLOP	9/32 (7mm)	1/32-4/32 (1-3mm)	5/32-9/32 (4-7mm)
G0350.3A8	D208M 180/55ZR17 BW	DUNLOP	7/32 (6mm)	1/32-3/32 (1-2mm)	4/32-7/32 (3-6mm)
G0350.3AV	ANGEL ST RR 180/55ZR17 BW	PIRELLI	8/32 (6mm)	1/32-3/32 (1-2mm)	4/32-8/32 (3-6mm)
43200027	TIRE REAR D407T 180/65B16 81H BW	DUNLOP	10/32 (8mm)	1/32-4/32 (1-3mm)	5/32-10/32 (4-8mm)
43200020	TIRE REAR D401 160/70B17 73H WWW	DUNLOP	10/32 (8mm)	1/32-4/32 (1-3mm)	5/32-10/32 (4-8mm)
43200005	TIRE REAR SCORCHER 31 180/60B17 75V BW	MICHELIN	9/32 (7mm)	1/32-4/32 (1-3mm)	5/32-9/32 (4-7mm)
43200021	TIRE REAR SCORCHER 31 180/65B16 81H BW	MICHELIN	9/32 (7mm)	1/32-4/32 (1-3mm)	5/32-9/32 (4-7mm)
43100014	TIRE FRONT SCORCHER 31 130/80B17 65H BW	MICHELIN	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43100023	TIRE FRONT SCORCHER 31 130/60B19 61H BW	MICHELIN	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43100015	TIRE FRONT SCORCHER 31 130/70B18 63H BW	MICHELIN	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43100021	TIRE FRONT SCORCHER11T 120/70ZR18 59W BW	MICHELIN	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43200026A	TIRE REAR SCORCHER 11T 150/70ZR17 69W BW	MICHELIN	8/32 (6mm)	1/32-3/32 (1-2mm)	4/32-8/32 (3-6mm)
43100026	TIRE FRONT GT502F 120/70R19 60V BW	Dunlop	5/32 (4mm)	1/32-2/32 (1-2mm)	3/32-5/32 (2-4mm)
43200030	TIRE REAR GT502 150/70R18 70V BW	Dunlop	8/32 (6mm)	1/32-3/32 (1-2mm)	4/32-8/32 (3-6mm)
43100045	D408F FR 130/60B19 BW	Dunlop	6/32 (5mm)	3/32 (1 - 2mm)	3/32 - 6/32 (3 - 5mm)
43200045	D407 RR 180/55B18 BW	Dunlop	9/32 (7mm)	4/32 (1 - 3mm)	5/32 - 9/32 (4 - 7mm)
43200046	TK100 215/45R18 BW	Dunlop	10/32 (8mm)	5/32 (1 - 4mm)	6/32 - 10/32 (5 - 8mm)
43100041	Scorcher Sport, FR, 120/70ZR17	Michelin	6/32 (4.5mm)	3/32 - 4/32 (2 - 3.5mm)	5/32 - 6/32 (3.5 - 4.5mm)
43200041	Scorcher Sport, RR, 180/55ZR17	Michelin	9/32 (7mm)	4/32 - 6/32 (3 - 5.5mm)	7/32 - 9/32 (5.5 - 7mm)

Claim Types

Warranty Policy	H-D Claim Types	Reimbursement
Pre-Delivery	PRD	Retail
Motorcycle	MC	Retail
Demo	DEM	Retail
Emissions	EMS	Retail
Battery	DFS	Retail
Parts and Accessories	PNA	Retail
Tire	MC or DFS	Retail
Radio	MC or DFS	Retail
Goodwill	GDW	Retail
LongBlock	REM	Retail
Over the Counter LongBlock	RMO	Retail
Tread/Fire	HFR	Retail
Defective Stock	DFS	Retail
General Merchandise	GM	Net + 25%
Freight Damage*	FRT	Retail
<p>Additional claim types may exist or be initiated from time to time in support of policies, programs or campaigns. Please refer to documentation when provided to your dealership.</p>		
<p>*48 State Domestic only</p>		

Section 8



Aftermarket Disclosure

Important Disclosure

Genuine Harley-Davidson® parts and accessories are engineered and tested specifically for use on Harley-Davidson® motorcycles. Use only Harley-Davidson approved parts and accessories that have been approved for your model and model year motorcycle. Using non-Harley-Davidson parts or accessories may void all or parts of your limited warranty.

Harley-Davidson authorized dealerships are independently owned and operated and may sell parts and accessories that are not manufactured or approved by Harley-Davidson for use on your motorcycle. The limited warranty does not cover damage or conditions that may be related to, caused or affected by the installation or use of non-Harley-Davidson components, even those installed by an authorized Harley-Davidson dealership, that cause a Genuine Harley-Davidson® part to fail or perform adversely.

_____ I acknowledge that Harley-Davidson will not be responsible for any modification or installation of an aftermarket component not developed and/or tested by Harley-Davidson and that the modification(s) may void all or part of my motorcycle's limited warranty.

_____ I acknowledge I was given this disclosure before the installation of aftermarket parts, non-Harley-Davidson® accessories.

Date of Installation: _____

Aftermarket Component(s) Description:

Motorcycle VIN:

Installing Dealer:

Buyer's Name (print):

Buyer's Signature:

Revision 07/2020 Changes

- Added note on Electric Vehicle Warranty manual.
- Updated SWR to include “Sale” in place of “Delivery”
- Added clarification related to authorizations for Goodwill having no expiration date
- Over-the-counter/DFS – clarification on transfer of warranty with vehicle
- Updated Battery Warranty note;lithium ion batteries should not use the GRX tester.
- Revised Non-Engine warranty replacement to remove transmission and include trans case and gear pack.
- Added MY20 tire information