

NORTH RICHLAND HILLS
NRRH
THE CITY OF CHOICE

RFB 19-018 POLICE MOTORCYCLES

ADDENDUM NO. 1: CLOSING DATE EXTENSION

RFB 19-018 has been extended to 11:00 A.M (CST) Wednesday March 13, 2019.

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID.

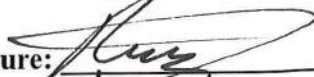
Name and Address of Company:

Longhorn Harley-Davidson

2830 W. I-20

Grand Prairie TX 75052

Authorized Representative:

Signature: 

Name: David Magers

Title: Police Fleet Manager

Phone: 972-935-6904

Email: motorofficer@longhornhd.com

DAVID MAGERS | POLICE FLEET 

LONGHORN HARLEY-DAVIDSON **MAVERICK HARLEY-DAVIDSON**

motorofficer@longhornhd.com 972.935.6904
2830 W. I-20, Grand Prairie, TX 75052 www.LonghornHD.com

motorofficer@maverickhd.com 972.935.6904
1845 N. I-35E, Carrollton, TX 75006 www.MaverickHD.com

2000



2000





City of North Richland Hills 6110 Dick Fisher Drive West North Richland Hills, TX 76180

19-018 POLICE MOTORCYCLES BIDS DUE WEDNESDAY, MARCH 06, 2019 BY 11:00 A.M.

Three (3) Harley-Davidson Police Equipped Motorcycles

\$16,711 2019 Harley-Davidson Police FLHP Road King 114 Security Included

\$595.00 Two Tone Luxury Blue Pearl with Brilliant Silver Panel Silver Pinstripe

\$435.00 Shipping

\$375.00 Setup

\$40.00 VIT

\$7.00 State Inspection

\$125.00 Doc Fee

\$2,239.91 Harley-Davidson Screaming Eagle Milwaukee-Eight 114 Engine Upgrade Kit – Stage II Torque:

\$880.00 Labor

\$166.45 29400246 SE High Flow-Filter

\$269.95 41000008C SE Pro Street Tuner

\$350.95 92500047 Stage II Torque Cam

\$5.14 25566-06 Sprocket Retention Kit

\$8.95 25928-06 TC96 Spacer Kit

\$558.47 RCX116C-23E 4.5" Slip-On 2017 FLH Tip RC Components

\$199.95 1 Harley-Davidson Heated Grip Kit 56100034

\$260.96 1 Harley-Davidson Saddlebag Guard Rails 90200561

\$1,149.95 1 Audio Package – Bluetooth Road King Rear Bag Rockford Fosgate

\$269.95 1 Harley-Davidson Coolflow Fan 26800121 Road King Police

\$16.46 1 Harley-Davidson Right side Midframe Air Deflector 57200151

\$199.95 1 SoftBrake Rear Pedal Chrome

\$179.95 1 Oberon Adjustable Clutch Lever
 \$229.95 1 Utopia Products Inc – Police Bike Backrest Coil-over Shock Seat
 \$0.00 1 Harley-Davidson Chrome Tie Down Brackets Road King 93500006 – No Charge Special
 \$179.95 1 Harley-Davidson LED Front Turn Signals 68411-10
 \$179.95 1 Harley-Davidson LED Rear Turn Signals 68128-10
 \$574.95 1 Harley-Davidson LED Daymaker Headlight 67700265
 \$19.95 1 Harley-Davidson Headlight Wiring Harness 69200897
 \$169.95 1 BAL-1 Bright Ass Light Brake Light LED
 \$953.95 1 Harley-Davidson Emergency Response Kit 69000057 (Siren, Siren Amp, Mounts)
 \$1,169.95 1 Harley-Davidson Police Tour-Pak Rear Open Carrier System Black, Pre-Drilled 54180-10
 \$98.95 1 Harley-Davidson Tour-Pak carrier mounting adaptor plate 53196-09
 \$54.01 1 Harley-Davidson Tour-Pak carrier wiring harness adaptor kit 68000137
 \$647.87 3 Harley-Davidson Red/Blue LED Police Tour-Pak carrier LED Lights 69941-10
 \$129.95 1 Harley-Davidson Top Box Battery
 \$28.80 1 M2KTHD1 Whelen license plate mounting bracket for M2 series Lighthoods
 \$286.40 2 M2J Whelen series LED R/B Split M2 license plate mounted
 \$374.40 2 M4J Whelen R/B Split M4 Lighthood (Rear Bag Rail)
 \$64.00 2 TIONHDRS Whelen Rear Crash Bar Mounting Kit for M4
 \$28.80 2 TCRBHD1 Whelen Tracer Under Bag Side Mount
 \$596.16 2 TCRHT1 Whelen Tracer Trio RCB Under Bag Side
 \$84.80 2 TIONHDSS Whelen Side Saddle Bag Mounting Kit for use with 3 ION™ T-Series™ Lighthoods
 \$502.40 4 TLI2J Whelen ION™ T-Series™ DUO™ Color, R/B Side Bag Mounted
 \$216.00 2 TLIR Whelen ION™ T-Series™ Red Side Bag Mounted Center Hooked to Turn Signal
 \$649.95 1 M07TMJ2 Whelen Windshield Array Road King RBBR ION™ T-Series New for 18'
 \$208.00 1 FDFP11RR Whelen 4" Extended LED drive/warn R/C (front par36 emergency lights)
 \$208.00 1 FDFP11BR Whelen 4" Extended LED drive/warn B/C (front par36 emergency lights)
 \$48.00 2 IONHD2FM Whelen Road King Fork Mounting Kit for use with 1 Surface Mount ION
 \$216.80 1 IONSV3R Whelen ION V Surface Mount Red (Fork Mount Side)
 \$216.80 1 IONSV3B Whelen ION V Surface Mount Blue (Fork Mount Side)

\$24.80 1 TIONHDHM Whelen Road King® Under Headlight Mounting Kit for use with 1 ION™ T-Series™

\$108.00 1 TLIC Whelen ION™ T-Series™ Clear (Under Headlight Forward)

\$475.95 1 Setcom MWH-31 Wireless System connected to factory HD PTT

\$795.99 Paint: Top box painted Blue Pearl to match bike paint

Side Covers painted Blue Pearl to match bike paint

\$3,960.00 Labor Emergency Vehicle Equipment Installation / Paint Disassembly – Assembly

\$375.00 Custom Emergency Wiring Harness Parts / Shop Supplies

\$25.00 Setcom Shipping

\$1,729.00 60 Month Extended Warranty Police (POLICE ESP)

\$38,437.51 Total Per Unit

Grand Total Three (3) Units \$115,312.53

All proposed FLHP motorcycles to be in full compliance as follow.

This quote includes the City of NRH purchase and installation of listed equipment for three (3) 2019 Police Harley-Davidson Road King Motorcycles. The installation of the new emergency equipment shall be done in a manner that it appears to be factory Harley-Davidson (no butt splices, no crimp connector, no split loom shrouding). All connections will either use factory Harley-Davidson Deutsch Connectors or soldered connections with heat-shrink wrap. Harley-Davidson factory connectors shall be used in the areas that regularly need removed for service/replacement of parts (e.g. front PAR36 emergency light housing with LINV Whelen lightheads or Whelen windshield array) **The installation shall include a workmanship/install warranty for the term of at least 2 years** and all work shall be completed by a currently certified Harley-Davidson Level 5 Electrical Technician. **Installation of Whelen lightheads requires the sync function wire is connected in series front and rear to all lightheads so the flash pattern is synchronized and set to a department approved pattern. There shall not be any equivalent equipment submitted, only use of the below specified equipment is approved.**

Emergency Equipment Installation is covered by the factory 2yr and extended 3yr factory warranty if equipment is purchased from MHD and installed at the time of new bike delivery.

Payment Net 30 Delivery

David Magers Police Fleet Account Manager Longhorn Harley-Davidson

Harley-Davidson Police Advisory Board Member

972-935-6904 motorofficer@longhornhd.com *Police Motorcycles Since 1908*



NRH

References List

City of Southlake Texas

1400 Main Street, Southlake, Texas

Sgt. Sewell 817-235-6026

City of Coppell Texas

130 Town Center Blvd, Coppell, Texas 75019

Sgt. Smith 817-899-0563

City of Frisco Texas

7200 Stonebrook Parkway, Frisco, Texas, 75034

Ofc. Rogan 972-989-6298

DART Police Department

2111 S. Corinth St. Rd. Dallas, Texas 75203

Ofc. Ellis 214-577-9976

City of Plano Texas

1520 K Avenue Plano, TX 75074

Ofc. Pauley 214-507-1503

David Magers Police & Fleet Account Manager Police Motorcycles since 1908

Longhorn & Maverick Harley-Davidson 972-935-6904 motorofficer@longhornhd.com



PURCHASING DEPARTMENT
REQUEST FOR BID

19-018 POLICE MOTORCYCLES

BIDS DUE WEDNESDAY, MARCH 06, 2019

BY 11:00 A.M.

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INVITATION TO BID

The City of North Richland Hills is accepting sealed bids from all interested parties for:

- Bid Number: 19-018
- Bid Type: REQUEST FOR BID
- Bid Name: POLICE MOTORCYCLES
- Bid Due Date: Wednesday, March 06, 2019
- Bid Due Time: 11:00 A.M. Central Standard Time
- Deadline for questions:
 - Date: Wednesday, February 27, 2019
 - Time: 12:00 P.M. Central Standard Time

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY VIA:

www.publicpurchase.com

DOCUMENTS MAY BE DELIVERED TO:

City of North Richland Hills
Purchasing, Attn: 19-018 POLICE MOTORCYCLES
4301 City Point Drive
North Richland Hills, TX 76180

If delivering a bid packet please include One (1) hard copy and One (1) soft copy on USB drive. Submit documents in a sealed envelope with the following information marked plainly on the front:

**ATTN: PURCHASING DEPARTMENT
19-018 POLICE MOTORCYCLES**

No oral explanation in regard to the meaning of the specifications will be made, and no oral instructions will be given after the pre-bid meeting and before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing as a question related to this bid on Public Purchase and the question will be answered on Public Purchase. All addendums will also be posted to Public Purchase. It will be the vendor's responsibility to check all information related to this bid on Public Purchase before submitting a response.

The City of North Richland Hills reserves the right to reject in part or in whole all bids submitted, and to waive any technicalities for the best interest of the City of North Richland Hills.

GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

1. BID TIME

It shall be the responsibility of each Bidder to ensure his/her bid is turned in to the City of North Richland Hills on or before 11:00 A.M. .Wednesday, March 06, 2019. The official time shall be determined by the clock located in the North Richland Hills City Hall Purchasing Department. Bids received after the time stated above will be considered ineligible and returned unopened.

All attached bid documents are to be returned completely filled out, totaled, and signed. Envelopes containing bids must be *sealed*. The City of North Richland Hills will not accept any bid documents other than the attached.

2. WITHDRAWING BIDS/PROPOSALS/QUOTES

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

3. IRREGULAR BIDS/PROPOSALS/QUOTES

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City.

4. REJECTION/DISQUALIFICATION

Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:

- a) Bid received after the time set for receiving bids as stated in the advertisement;
- b) Reason for believing collusion exists among the Bidders;
- c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
- d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
- e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;

- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- g) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City of North Richland Hills.

5. BID EVALUATION

Award of bid, if it be awarded, will be made to the lowest responsible bidder or may be awarded to the bidder that offers the goods and/or services at the *best value* for the City (Texas Local Government Code, 252.043). In determining the best value the City will consider the following:

- a) The purchase price; terms and discounts; delivery schedule;
- b) The reputation of the bidder and of the bidder's goods or services;
- c) The quality of the bidders' goods or services;
- d) The extent to which the bidder's goods or services meet the City specifications and needs;
- e) The bidder's past relationship with the City;
- f) Total long term cost to the city to acquire the bidder's goods or services;
- g) Any relevant criteria specifically listed in the specifications;
- h) Compliance with all State and local laws, General Conditions and Specifications;
- i) Results of testing, if required;
- j) Warranty and/or guarantee, maintenance requirements and performance data of the product requested;
- k) City's evaluation of the bidder's ability to perform to specifications.

6. AWARD OF BID

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of North Richland Hills reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section.

Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

7. ASSIGNMENT

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

8. SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

9. DELIVERY/ACCEPTANCE

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location.

All material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

10. NOTICE OF DELAYS

Whenever the contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of agreement.

11. SALES TAX

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

12. TIE BIDS

In the event of a tie bid, State Law provides the bid or contract shall be awarded to the local bidder. In cases where a local bidder is not involved, tie bids shall be awarded by drawing lots at the City Council meeting, or as otherwise directed by the Mayor.

13. BRAND NAME OR EQUAL

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable "equal" items or variations in the specifications will solely be the City of North Richland Hills. Unless the bidder clearly

indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

14. REFERENCES

A minimum of three (3) references, preferably located within the Dallas/Fort Worth Metroplex, must be submitted with each bid. Company name, contact and phone number must be included with each reference.

15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

16. TERMINATION/NON PERFORMANCE

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the City. The City of North Richland Hills reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1.) Meet delivery schedules or, 2.) Otherwise not perform in accordance with these specifications.

Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation without cause.

17. ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

18. INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are

solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.

19. PERFORMANCE AND PAYMENT BONDS

In the event the total contract amount exceeds \$100,000, the Contractor shall be required to execute a performance bond in the amount of one hundred (100) percent of the total contract price; if the total contract amount exceeds \$50,000 the contractor shall be required to execute a payment bond in the amount of one hundred (100) percent of the total contract price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of North Richland Hills. No exceptions to this provision allowed.

Unless otherwise approved in writing by the City of North Richland Hills, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

20. INTERLOCAL AGREEMENT

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of North Richland Hills.

21. ELECTRONIC PROCUREMENT

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

22. COMPLIANCE WITH SB 89:

Vendor agrees per HB 89 of the 85th Texas Legislative Session, and in accordance with Chapter 2270 of the Texas Government Code, vendor has not and shall not boycott Israel at any time while providing products or services to the City of North Richland Hills.

Yes, we agree No, we do not agree

23. COMPLIANCE WITH SB 252:

Vendor agrees per SB 252 of the 85th Texas Legislative Session, and in accordance with Chapter 2252 of the Texas Government Code, vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of North Richland Hills.

Yes, we agree No, we do not agree *

* By selecting no, vendor certifies that it is affirmatively excluded from the federal sanctions regime by the United States government and is not subject to the contract prohibition under Section 2252.154 of the Texas Government Code. Vendor shall provide sufficient documentation to the City of such exclusion prior to award of any contract for goods or services.

24. ETHICS AND COMPLIANCE POLICY

The City's Ethics and Compliance Policy can be found at The City of North Richland Hills Purchasing Division webpage - Or you may request a copy from the Purchasing Division. Acknowledgment - The City of North Richland Hills' Internal Ethics and Compliance Policy has been made available to me. I understand the expectations of ethical behavior and compliance with the law, and agree to adhere to the City's ethics policies.

<https://www.nrhtx.com/DocumentCenter/View/389/Code-of-Ethics---PDF?bidId=>

I agree
 I do not agree

25. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

"The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award." Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

INSURANCE REQUIREMENTS

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.

Listed below are the types and amounts of insurance generally required. The City reserves the right to amend the insurance requirements or require additional types and amounts of coverages or provisions depending on the nature of the work or services to be performed.

Type of Insurance	Amount of Insurance	Provision
1. Commercial General Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability f) Personal/Advertising Injury g) Medial Expense h) Fire Legal Liability i) Underground Hazard j) Explosion/Collapse Hazard k) Patent Infringement l) Copyright Law Violations	\$1,000,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30 day-notice of cancellation or material change in coverage City prefers that insurer be rated B+V1 or higher by A. M. Best or A or higher by Standard & Poor's
2. Consultants, architects, engineers, Landscape design specialist, other professional services	\$500,000 Professional Liability with proof that aggregate is still available.	
3. Workers' Compensation & Employers' Liability	Statutory Limits \$500,000 each accident	Alternate employer endorsement required
4. Comprehensive Automobile Liability Insurance, including coverage for loading and unloading hazards, for a) Owned/Leased Vehicles b) Non-Owned Vehicles c) Hired Vehicles	\$500,000 Combined single limit for bodily injury and property damage	

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Texas County of Tarrant

David Magers verifies that:
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of Loughorn Harley Paulson has submitted the attached bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in regard to attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has in any way colluded, conspired or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with attached bid and the price or prices quoted herein are fair and proper.

[Signature]
SIGNATURE

David Magers
PRINTED NAME

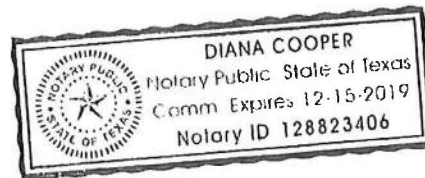
Subscribed and sworn to before me this

5th Day of March 2018.

[Signature]
NOTARY PUBLIC in and for

Tarrant County, Texas.

My commission expires: 12/15/19



THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY: Langhorn Harley-Davidson


ADDRESS: 2830 W 1-20

CITY, STATE & ZIP: Grand Prairie TX 75052

TELEPHONE: 972.935.6904

FAX: _____

EMAIL: motoroffice@langhornhd.com

SIGNATURE: 

PRINTED NAME: David M. Magers

DATE: 3/5/19

COMPLIANCE WITH HOUSE BILL 1295

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity.

The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission has adopted rules necessary to implement the law, prescribed the disclosure of interested parties form, and posted a copy of the form on the commission's website.

Filing Process:

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must:

- 1) Use the application to enter the required information on Form 1295,
- 2) Print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.
- 3) Contract Number should be the Bid/RFP Number and Bid Title.
- 4) Sign the printed copy of the form (an authorized agent of the business entity must sign),
- 5) Either include your personal information or have the form notarized,
- 6) File the completed Form 1295 with the certification of filing with the governmental body with which the business entity is entering into the contract.

The governmental entity must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity.

Information regarding how to use the filing application may be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of North Richland Hills bid process. Representatives from DBE Companies should identify themselves as such and submit a copy of their Certification.

The City of North Richland Hills recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

Texas Building and Procurement Commission
Statewide HUB Program
1711 San Jacinto Blvd., Austin TX 78701-1416
P O Box 13186, Austin, TX 78711-3186
(512) 463-5872
<http://www.window.state.tx.us/procurement/prog/hub/hub-certification/>

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 216
Arlington, Texas 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>

If your company is already certified, attach a copy of your certification to this form and return as part of your packet.

Company Names: _____
Representative: _____
Address: _____
City, State, Zip: _____
Telephone No. _____ Fax No. _____
Email address: _____

INDICATE ALL THAT APPLY:
 Minority-Owned Business Enterprise
 Women-Owned Business Enterprise
 Disadvantaged Business Enterprise

CONFLICT OF INTEREST QUESTIONNAIRE

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of North Richland Hills must file a completed conflict of interest questionnaire. The conflict of interest questionnaire must be filed with the City Secretary of the City of North Richland Hills no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of North Richland Hills or submits to the City of North Richland Hills an application, response to a request for proposal or bid, correspondence, or another writing

related to a potential agreement with the City of North Richland Hills. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

The Conflict of Interest Questionnaire is included as part of this document and can be found at:

<https://www.ethics.state.tx.us/forms/CIQ.pdf>

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.
Longhorn Hotel & Casino

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?
 Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?
 Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7
[Signature] 3/5/19
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SPECIFICATIONS

The following description is intended to clarify the nature of the work required for this project and to describe the minimum requirements acceptable for the 2019 Police Motorcycles. The provisions of the standard technical specifications shall apply except as otherwise noted herein. Each pay item shall include all labor, materials, equipment, traffic control devices, barricading, and incidentals necessary to construct that item.

This specification is intended to describe the minimum requirements for a new Harley-Davidson FLHP Road King Police Motorcycle equipped with all standard factory equipment and the following optional equipment. No aftermarket equipment is allowed unless stated in the specification.

Contract term is one (1) year with four (4) one-year options to renew if agreeable to both Parties.

I. DESCRIPTION

1. Paint – Two-tone Luxury Blue Pearl with Brilliant Silver Panel paint scheme with Luxury Blue Pearl being the primary color with Silver Pinstripe
Yes No
2. Keys - One key fits all locks on the motorcycle; bidder shall provide three keys per motorcycle.
Yes No
3. One (1) year Texas Vehicle Inspection Report
Yes No
4. Harley-Davidson Screaming Eagle Milwaukee-Eight 114 Engine Upgrade Kit-Stage II Torque:

SE High Flow Filter	29400246
SE Pro Street Tuner	41000008C
Stage II Torque Cam	92500047
Sprocket Retention Kit	25566-06
TC96 Spacer Kit	25928-06
Slip-On 2017 FLH Tip RC Components RCX116C-23E 4.5 inch	

Yes No
5. Harley-Davidson Heated Grip Kit 56100034
Yes No
6. Harley-Davidson Saddlebag Guard Rails 90200561
Yes No
7. Audio Package – Bluetooth Road King Rear Bag Rockford Fosgate
Yes No
8. Harley-Davidson Cool-flow Fan 26800121 Road King Police
Yes No

9. Harley-Davidson Right side Mid-frame Air Deflector 57200151
Yes No
10. "EZ" Brake Slotted Chrome EZB-14B
Yes No
11. Oberon Adjustable Clutch Lever
Yes No
12. Utopia Products, Inc. – Police Bike Backrest Coil-over Shock Seat
Yes No
13. Harley-Davidson Chrome Tie Down Brackets Road King 9300006
Yes No
14. Harley-Davidson LED Front Turn Signals 68411-10
Yes No
15. Harley-Davidson LED Rear Turn Signals 68128-10
Yes No
16. Harley-Davidson LED Daymaker Headlights 67700265
Yes No
17. Harley-Davidson Headlight Wiring Harness 69200897
Yes No
18. Bright Ass Light Brake Light LED BAL-1
Yes No
19. Harley-Davidson Emergency Response Kit 69000057 (Siren, Siren Amp and Mounts)
Yes No
20. Harley-Davidson Police Tour-Pak Rear Open Carrier System Black, Pre-Drilled 54180-10
Yes No
21. Harley-Davidson Tour-Pak carrier mounted adaptor plate 53196-09
Yes No
22. Harley-Davidson Tour-Pak carrier wiring harness adaptor kit 68000137
Yes No
23. Three Harley-Davidson Red/Blue Police Tour-Pak carrier LED Lights 69941-10
Yes No
24. Harley-Davidson Top Box Battery
Yes No
25. Wheel license plate mounting bracket for M2 series Light heads M2KTHD1
Yes No

26. Two Whelen series LED Red/Blue Split M2 license plate mounted M2J
Yes No
27. Two Whelen Red/Blue Split M4 Light head (Rear Bag Rail)
Yes No
28. Two Whelen Rear Crash Bar Mounting Kit for M4 TIONHDRS
Yes No
29. Two Whelen Tracer Under Bag Side Mount TCRBHD1
Yes No
30. Two Whelen Tracer Trio RCB Under Bag Side TCRHT1
Yes No
31. Two Whelen Side Saddle Bag Mounting Kit for use with 3ION T-Series Light heads TIONHDSS
Yes No
32. Four Whelen ION T-Series DUO Color, Red/Blue Side Bag Mounted TLI2J
Yes No
33. Two Whelen ION T-Series Red Side Bag Mounted Center Connected to Turn Signal TLIR
Yes No
34. Whelen Windshield Array Road King (Red Blue Blue Red) ION T-Series M07TMJ2
Yes No
35. Whelen 4 inch Extended LED Drive/warn R/C (front par36 emergency lights) FDFP11RR
Yes No
36. Whelen 4 inch Extended LED Drive/warn B/C (front par36 emergency lights) FDFP11BR
Yes No
37. Two Whelen Road King Fork Mounted Kit for use with Surface Mount ION IONHD2FM
Yes No
38. Whelen ION V Surface Mount Red (Fork Mount Side) IONSV3R
Yes No
39. Whelen ION V Surface Mount Blue (Fork Mount Side) IONSV3B
Yes No
40. Whelen Road King Under Headlight Mounting Kit for use with 1 ION T-Series TIONHDHM
Yes No
41. Whelen ION T-Series Clear (under headlight forward) TLIC
Yes No
42. Setcom Wireless System connected to factory Harley-Davidson PTT
Yes No

43. Paint: Top Box and Side Covers painted Blue Pearl to match motorcycle paint
Yes No
44. Labor Emergency Vehicle Equipment Installation/Paint Disassembly-Assembly
Yes No
45. Custom Emergency Wiring Harness Parts/Shop Supplies
Yes No
46. Setcom Shipping
Yes No
47. Harley-Davidson 60-Month Extended Warranty with no more than a \$50.00 deductible Police (POLICE ESP)
Yes No
48. Shipping is included
Yes No

II. MISCELLANEOUS

The Bidder shall furnish and deliver, as required, the motorcycles as listed in the Pricing/Delivery Information sheets of this RFB. All motorcycles must be complete as specified, current production, latest model and design available, delivered FOB destination, one operation manual for each motorcycle upon delivery, and must meet this specification.

1. Any motorcycle listed on the price sheets of this RFB is the manufacturer's STANDARD model and shall be furnished complete with all Original Equipment Manufacturers (OEM) standard equipment and factory-installed accessories as listed in the chassis manufacturer's printed literature for that motorcycle.
2. All paint shall be selected from standard manufacturer's colors by the user department. (Please submit a standard Color Chart.)
3. Decals or other markings other than trademarks or model designation normally installed by the manufacturer shall not be allowed.
4. Bidder must furnish manufacturer's production order numbers for each motorcycle ordered within two (2) weeks after receipt of North Richland Hills purchase order.
5. Motorcycles delivered to the City of North Richland Hills shall include the following items:
 - a) Current "buyers" type license plate
 - b) Form 130U Application for Texas Certificate of Title
 - c) Odometer Disclosure Statement

- d) Warranty Statement
- e) Original invoice
- f) Statement of Origin
- g) Texas Vehicle Inspection Report
- h) Extended warranty service contract

6. Owner's name and address shown on paperwork:

City of North Richland Hills
6110 Dick Fisher Drive West
North Richland Hills, TX 76180

III. PRICING/DELIVERY INFORMATION

Pricing: Bidder must furnish prices in accordance with pricing instructions on each sheet. Quantities are estimated as the City of North Richland Hills may require more or less. In case of discrepancy between unit and extended pricing, unit pricing governs. North Richland Hills reserves the right to award by item, group, overall, or otherwise, depending on what best serves the City's interest.

BID FORM

2019 Harley-Davidson FLHP Road King Police Motorcycles

Price for One (1) FLHP Road King Motorcycle	\$ 38,437.51
Price for Three (3) FLHP Road King Motorcycles	\$ 115,312.53

Dealership:	<u>Langhorn Harley-Davidson</u>
Manufacturer/Model No.:	<u>HD FLHP 2019</u>
Final order date:	<u>3/6/19</u>
Delivery date (estimated):	<u>6/6/19</u>

BID FORM CONTINUED

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will at no time be pleaded either a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.

COMPANY: Langhorn Harley-Davidson

ADDRESS: 2830 W-1-20

CITY, STATE & ZIP: Grand Prairie, TX 75052

TELEPHONE: 972-935-6904

FAX: _____

EMAIL: mobrfficer@langhornhd.com

SIGNATURE: 

PRINTED NAME: David Magers

DATE: 3/5/19