

INVITATION FOR BIDS

BID FORM

Bid No. 15-20, 2015 or Newer Model Police Motorcycles with Emergency Equipment Installation

Notice to Bidders:

This is your notice that sealed bids, in duplicate, for Bid No. 15-20, 2015 or Newer Model Police Motorcycles with Emergency Equipment Installation, subject to the Terms & Conditions of this Invitation for Bids, Terms and Conditions (Appendix A, attached hereto), Specifications (Appendix B), such other contract provisions, or other data as attached to the Invitation for Bid (known as the Bid Packet), shall be received at the Purchasing Office, 207 A. West Ave D Killeen, TX, 76541, until the hour of 2:00 p.m., May 18, 2015, and will be subsequently opened at 2:15 p.m. at the City Hall Council Chambers located at 101 North College Street, Killeen, TX 76541, 1st floor.

In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids shall be received and opened the following business day at the designated time stated herein. For example, if bids are due on Wednesday at 1:00 p.m. and the City closes on Wednesday for bad weather or an unforeseen event, the bids shall be accepted until Thursday, 1:00 p.m. If bids are due at 1:00 p.m. on Wednesday, but the City delayed opening until 10:00 a.m. for that business day due to bad weather or an unforeseen event, then bids shall be accepted until Thursday, 1:00 p.m.

Two signed copies of the Invitation for Bid form, including Appendices A, B, and C, a listing of references, and the Conflict of Interest Form, must be submitted prior to the bid opening date and time. All pages must be initialed by bidder where listed. Failure to fully complete any section or initial any page may make the vendors bid non-responsive.

Bidders shall submit at least three (3) businesses as references of the proposed unit with addresses, telephone numbers and contact persons.

Any questions or requests for clarification must be submitted to the Purchasing Office, in writing, prior to 2:00 p.m. on May 1, 2015 via email, addressed to Karlene Jessie, Purchasing Manager at kjessie@killeentexas.gov including the bid number in the subject line. There shall be no exceptions. All responses to the questions will be addressed in Addendum form and published on the City of Killeen website, www.killeentexas.gov/purchasing, DemandStar, Electronic State Business Daily and Ionwave Bidding System, https://killeentx.ionwave.net/login.aspx.

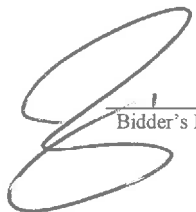
Bids must be plainly marked on the outside of the envelope as follows: Bid 15-20, 2015 or Newer Model Police Motorcycles with Emergency Equipment Installation, Due: May 18, 2015 @ 2:00 p.m. The City reserves the right to reject any or all bids. The City reserves the right to evaluate any or all supplies prior to bid award.

The bids shall be valid for a period of ninety (90) days after the bid opening. Bid shall be awarded on a "per item" basis.

Bid prices shall include all fees, and shall be F.O.B. Destination to the City of Killeen, Fleet Services, 2003 Little Nolan Rd. Killeen, Texas 76542. Delivery shall be made Monday through Friday, 8:00 a.m. to 5:00 p.m. excluding Holidays as signified on the attached Appendix C.

	Qty	Make/Model	Bid Price
Motorcycles, with Emergency Equipment as specified in Appendix B	4	HD FLHTP	\$ 79862.12
Trade in value			
Trade in value			

Estimated delivery time after receipt of order: 10 WEEKS

  
Bidder's Initials

COMPANY NAME: FORT HOOD HANLEY - DAVERSON  
ADDRESS: 875 W. CENTRAL TX EXPWY HANNAH KENNEDY TX 76548  
SIGNATURE: [Signature] DATE: 05-15-2015  
PRINT: BUTCH GANTER PHONE: 254-680-4747  
TITLE: GSM FAX: 254-680 4764

Payment will be made within 30 days of receipt and acceptance of product or service.

Bid documents must be complete when received by the Purchasing Office. Name, address, telephone number, and estimated delivery date must be provided.

Attachments:

[Signature]  
Bidder's Initials  
Page 2 of 15

**APPENDIX A**  
**CITY OF KILLEEN**  
**GENERAL TERMS AND CONDITIONS FOR BIDS**

**1. General Conditions**

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of fuel and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

**2. Preparation of Bid**

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

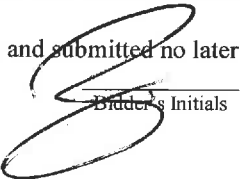
**3. Description of Supplies**

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

**4. Submission of Bid**

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
  - Venue other than Bell County
  - Mandatory arbitration
  - Artificial limitation of liability
  - Artificial statute of limitation
  - Waiver of trial by jury
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
  - (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
  - (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

  
Bidder's Initials

Delivery Address:  
City of Killeen  
Attn: Purchasing Division  
207A W. Avenue D  
Killeen, TX 76541

**5. Rejection of Bid**

- (a) The City may reject a Bid if:
1. The Bidder misstates or conceals any material fact in the Bid, or if
  2. The Bid does not strictly conform to law or the requirements of the Bid, or if
  3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

**6. Withdrawal of Bid**

Bid may not be withdrawn for up to ninety (90) days after the time set for the Bid opening, unless otherwise stated in the Bid.

**7. Late Bid or Modifications**

Bid and modifications received after the time set for the Bid opening will not be considered.

**8. Clarification or Objection to Bid Specifications**

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

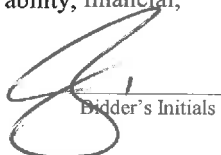
**9. Discounts**

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

**10. Award of the Contract**

- (a) The contract will be awarded to the lowest responsible bidder or, if applicable, the responsible bidder who provides goods or services at the best value for the municipality based on, but not limited to, the following factors:

- |   |   |
|---|---|
| * Unit price  | * Bidder's past performance   |
| * Total Bid price   | * Demurrage charges, freight costs and mileage  |
| * Terms and discounts   | * Estimated costs of supplies, maintenance, etc.  |
| * Delivery date   | * Estimated surplus value, life expectancy  |
| * Product warranty  | * Results of testing samples  |
| * Special needs and requirements of City  | * Conformity to specifications  |
| * Past experience with product/service  | * Training requirements, location, etc.   |
| * City's evaluation of the bidder's ability, financial, strength, and ethical standards | * Location of maintenance facility/service person; ability to provide for minimum down time |

  
Bidder's Initials

- \* Quality of the bidder's goods or services
- \* The extent to which the goods or services meet the municipality's needs
- \* The total long-term cost to the municipality to acquire the bidder's goods or services

- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will follow council approval. A contract, for review by the City's legal team, shall follow receipt.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- (f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."
- (f) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

**11. Bid Protest**

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

**12. Termination for Governmental Non-Appropriations**

A contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.
- (b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event

Bidder's Initials

shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by City's governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City's sole expense; (3) the affected lease shall terminate on the return date without penalty to City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

**13. Termination of Contract**

Any contract pursuant after to this bid packet shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. The City reserves the right to award a contract to next best bidder it deems to be in the best interest of the City, should a contract be awarded and subsequently cancelled.

**14. Assurance of Compliance**

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

**15. Conflict of Interest Disclosure Questionnaire**

The Bidder agrees that if a member of the City Council or a councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or is financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:

[http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm)

**16. Venue for Legal Action**

The standard form of agreement later referenced in this bid packet (page 20) shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

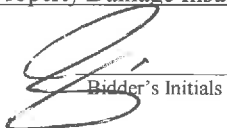
**17. Conflicts in Terms and Conditions for Bids**

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

**18. Insurance**

All bidders shall have the appropriate amount of insurance while delivering the items once awarded. This coverage shall be present as to cover all losses, until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

  
Bidder's Initials

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000
- (3)

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

Property Damage

- (1) Each Occurrence - \$1,000,000

19. **Acknowledgement**

Each bidder, by their signature, represents that they have read the "Terms and Conditions for Bids", and will comply with these terms and conditions.

SIGNATURE: \_\_\_\_\_

DATE: 05-15-2015

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

BURCH CARTER

COMPANY NAME: \_\_\_\_\_

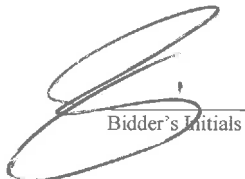
PORT HARBOR HARLEY-DAVIDSON

ADDRESS: \_\_\_\_\_

775 W. CENTRAL TX EXPY HARPER HILLS TX

CITY/STATE/ZIP: \_\_\_\_\_

76508

  
Bidder's Initials

**APPENDIX B  
CITY OF KILLEEN**

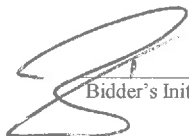
Specifications for 2015 or Newer Model Police Motorcycles with Emergency Equipment Installation

**1.0 SCOPE**

This specification covers the minimum requirements for four (4) 2015 or newer model patrol motorcycles with the installation of emergency equipment only. Space is provided for bidders comments in section 2.0-13.0. Failure to complete these sections may be considered as a non – responsive bidder.

**2.0 ENGINE, TRANSMISSION, BODY**

- |      |  |           |
|------|--|-----------|
| 2.1  | The engine shall be two (2) cylinder, water or air-cooled, with overhead valves and electric fuel injection system.  | YES _____ |
| 2.3  | Windshield shall be frame mounted, constructed of lexan on a frame or fork mount. Shall not cause high speed wobble.   | YES _____ |
| 2.4  | Battery shall be 12 volt, maintenance free and heavy duty with adequate amp capacity to support running lights, emergency lights, radio and electric siren operating simultaneously with engine running. | YES _____ |
| 2.5  | Starter shall be 12 volt heavy duty and electric.  | YES _____ |
| 2.6  | Alternator shall be of heavy duty quality with a minimum of 45 amp output and neutral safety switch shall prevent the engine from starting with the transmission in gear unless the clutch is engaged.   | YES _____ |
| 2.8  | Fuel tank shall be a minimum of 5 gallons.   | YES _____ |
| 2.9  | The drive shall be either enclosed drive shaft or reinforced toothed belt drive.   | YES _____ |
| 2.10 | Brake system shall be equipped with ABS (Anti-Lock braking system) front and rear disc brakes.   | YES _____ |

  
Bidder's Initials



2.11 Suspension shall include front and rear springs or shock absorbers designed or modified for heavy-duty police service. YES

2.12 Handlebars shall be manufacturers' standard style in chrome with black handgrips. There shall be a rearview mirror attached to either side of handlebars. YES

2.13 Safety bars shall be heavy duty, mounted on front and rear, shall be chrome plated and wider than necessary to protect the saddlebags. YES

**3.0 TIRES AND RIMS**

3.1 Rims shall be cast aluminum or alloy designed to retain a deflated tire, and shall be compatible with required tubeless tires. YES

3.2 Tires shall be a minimum 16" high quality tire. YES

3.3 The rim and tire assemblies shall be statically and dynamically balanced for law enforcement operational capabilities. YES

**4.0 SEAT**

4.1 The seat shall be a deluxe model police type, sponge rubber or neoprene cushion covered in black leather or heavy-duty black vinyl. YES

4.2 The material shall have no fringe. YES

4.3 The seat height shall not exceed 30" high. YES

**5.0 STAND**

5.1 The stand shall be a heavy duty side stand, designed and mounted to prevent folding while the weight of the motorcycle is on the stand. YES

5.2 Stand and optional center stand (if provided) should not rub or vibrate against any part of the motorcycle. YES

5.3 Foot boards shall be mounted to provide maximum rider comfort; rubber covered and will fold on contact. YES

**6.0 SADDLEBAGS**

6.1 Two (2) saddlebags shall be mounted, one on either side of the rear of the motorcycle and equipped with lock and key. YES

  
Bidder's Initials

6.2 They shall be made of metal, fiberglass or plastic and shall be a minimum of 9" high.

YES

**7.0 INSTRUMENTS AND GAUGES**

7.1 The following list of instruments and/or indicators shall be mounted:

- a) Police special calibrated 1-120 mph speedometer
- b) Low oil pressure, and fuel warning lights
- c) Neutral gear light
- d) High beam indicator
- e) Turn signal indicator
- f) Flashers; front and rear
- g) Fuel level gauge
- h) Tachometer
- i) Odometer, calibrated, cumulative
- j) Pursuit indicator lamp
- k) Engine diagnostic light

YES

**8.0 PAINT**

8.1 The paint shall be of high quality and purest black color.

YES

8.2 The frame shall be painted, black.

YES

8.3 The front and rear fenders shall be painted black.

YES

8.4 The gas tank, saddlebags, radio console and side panels shall be painted black.

YES

**9.0 MANUALS AND/OR CD**

9.1 The owners' manuals shall provide complete operating instructions, routine lubricating, and servicing instructions normally expected of the operator.

YES

**10.0 SAFETY INSPECTION**

10.1 The units shall be delivered complete and shall be furnished with a motor vehicle safety inspection from the state of Texas, at the time of delivery.

YES

10.2 All lights, warning lights, warning devices required to pass such inspection are required on all units.

YES

**11.0 BUY BACK PROGRAM / WARRANTIES**

11.1 The bidder must be willing to enter into an agreement to buy back the units at the end of a 24 to 36 month period of use.

YES

  
Bidder's Initials

11.2 The bidder shall provide the identity of the vendor who will perform and the list of options for warranty claims, service requirements and maintenance service.

HARLEY-DAVISON YES

**12.0 INSTALLMENT OF EMERGENCY EQUIPMENT**

YES

12.1 City of Killeen police department will provide the additional emergency equipment for installment.

YES

COMPANY: FORT HOOD HARLEY-DAVISON

ADDRESS: 875. W. CENTRAL TX EXPOLY MARILIN HILLS TX 76548

SIGNATURE:  PRINT: Bruce Carter

  
Bidder's Initials

REFERENCES

Include below three references:

Reference #1

Company Name HARRISON HIGGINS PD  
Address 402 FORDEN TR  
HARRISON HIGGINS TX 76548  
Type of Business POLICE BILLS & SERVICE  
Contact Person LT. LORETT FOX  
Telephone and Fax #'s 254-654-7600 254-953-5414

Reference #2

Company Name COPPING COV. PD  
Address 303 G. AVE. E.  
COPPING COV. TX 76532  
Type of Business POLICE BILLS & SERVICE  
Contact Person OFFICER WELLS  
Telephone and Fax #'s 254-547-8222 254-547-3230

Reference #3

Company Name WILLIAMSON COUNTY SHERIFFS DEPT.  
Address 503 S. BORN ST  
GEORGETOWN TX 78626  
Type of Business POLICE BILLS & SERVICE  
Contact Person OFFICER BAXTER  
Telephone and Fax #'s 512-943-1347 512-943-1343

  
Bidder's Initials

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor or other person doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 178, Local Government Code by a person who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the person meets requirements under Section 178.006(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 person becomes aware of facts that require the statement to be filed. See Section 178.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 178.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1 Name of person who has a business relationship with local governmental entity.

NONE

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

NONE

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 178.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

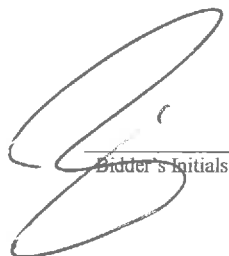
Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

4   
Signature of person doing business with the governmental entity

05/15/2015  
Date

Adopted 06/29/2007

  
Bidder's Initials

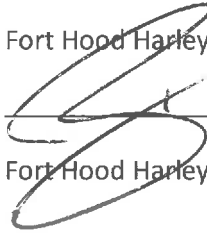
**Fort Hood Harley-Davidson**  
**Conditional Buy-Back Agreement**

Fort Hood Harley-Davidson agrees to the conditional repurchase of the 2016 FLHTP referenced in the proposal dated 05/15/2015 with the following conditions:

- Motorcycle is returned to Fort Hood Harley-Davidson for the repurchase within 24 months with a maximum mileage not to exceed 25,000 miles, for the amount of \$11000.00
- Motorcycle is returned to Fort Hood Harley-Davidson for repurchase within 36 months with a maximum mileage not to exceed 50,000 miles, for the amount of \$10000.00
- Motorcycle and all switches, controls, indicators, etc., are in good operating condition without any major damage and passes a certified State inspection.
- Any necessary repairs needed to meet the above conditions are the responsibility of the City of Killeen
- Required Scheduled Services are maintained at Fort Hood Harley-Davidson and paid by the City of Killeen

\_\_\_\_\_  
Butch Carter

Fort Hood Harley-Davidson (printed)



\_\_\_\_\_  
Fort Hood Harley-Davidson (signed)

\_\_\_\_\_  
Date 05/15/2015

\_\_\_\_\_  
City of Killeen (printed)

\_\_\_\_\_  
City of Killeen

(signed)

\_\_\_\_\_  
Date 05/15/2015