

**Meeting Date:** 11/26/2013

**Report Type:** Consent

**Report ID:** 2013-00861

**Title:** Cooperative Purchase Agreement: BMW Patrol Motorcycles

**Location:** Citywide

**Issue:** The Department of General Services, Fleet Management Division, has a customer requirement to purchase patrol motorcycles for the Police Department.

**Recommendation:** Pass a Motion 1) approving the use of the Los Angeles County cooperative purchase agreement with Long Beach BMW Motorcycles (Contract No. PO-SH-14321689) for the purchase of five BMW patrol motorcycles in an amount not to exceed \$129,839; and 2) authorizing the City Manager or the City Manager's designee to execute the purchase specified above.

**Contact:** Iseña Garcia, Program Specialist, (916) 808-1163; Keith Leech, Fleet Manager, (916) 808-5869, Department of General Services

**Presenter:** None

**Department:** General Services

**Division:** Fleet Management Admin

**Dept ID:** 13001311

**Attachments:**

1-Description/Analysis

2-Cooperative Agreement

---

**City Attorney Review**

Approved as to Form  
Kourtney Burdick  
11/20/2013 3:05:00 PM

**City Treasurer Review**

Reviewed for Impact on Cash and Debt  
Russell Fehr  
11/12/2013 9:35:43 AM

**Approvals/Acknowledgements**

Department Director or Designee: Katherine A. Robbins - 11/14/2013 11:00:17 AM

## Description/Analysis

**Issue Detail:** The Department of General Services, Fleet Management Division, has a customer requirement to purchase five patrol motorcycles for the Police Department at a cost not to exceed \$129,839. These motorcycles are replacements for older fleet units and will be used for law enforcement activities.

**Policy Considerations:** The recommendations in this report are in accordance with City Code Chapter 3.56 regarding the purchase of supplies and the use of cooperative purchase agreements.

**Economic Impacts:** None

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** No environmental review is necessary because the recommendations in this report involve the purchase of vehicles and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA guidelines.

**Sustainability:** The recommended purchase is consistent with the Fleet Sustainability Policy adopted by City Council on February 16, 2010 (Resolution No. 2010-083).

**Commission/Committee Action:** None

**Rationale for Recommendation:** The motorcycles are replacements for older fleet units and will be used for law enforcement activities.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating costs through volume buying. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protest, and administration of the contract. It is often more cost-effective to eliminate the cost and time spent on these administrative processes and purchase items and services through a cooperative purchasing program.

The City has used both regional and national cooperative purchasing agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative purchasing also leverages internal and external resources to maximize cost savings opportunities for the City.

After reviewing the available purchase options, Fleet Management has confirmed with multiple vendors that the recommended cooperative purchase agreement offers better pricing than they could offer if competitively bid by Fleet Management at this time.

**Financial Considerations:** The recommended purchase will be made from the Department of General Services operating budget (Fleet Fund, Fund 6501) and charged to the Police Department's multi-year operating project for replacement vehicles and equipment (I06013110, General Fund, Fund 1001). Sufficient funds are available in each of these budgets to support the recommended purchase.

**Emerging Small Business Development (ESBD):** Long Beach BMW Motorcycles is not certified as an emerging/small business. Cooperative purchase agreements are created, evaluated, and awarded by other governmental agencies that may or may not have similar emerging and small business programs. The Department of General Services will consider other alternatives if it is determined that using cooperative purchase agreements has a negative impact on small businesses.



LOS ANGELES COUNTY  
SHERIFF  
PURCHASE ORDER

<b>For Vendor Payment Inquiries please refer to</b> <a href="https://lacovss.lacounty.gov/LoginExternal/Pages/lacovss-dept-contacts.pdf">https://lacovss.lacounty.gov/LoginExternal/Pages/lacovss-dept-contacts.pdf</a>		<b>ORDER NUMBER</b> PO-SH-14321689-1		<b>AWARD DATE</b> 10/01/13	
<b>BILL TO:</b> SHERIFF COMM & FLEET MGMT BUREAU 15757 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES CA 90063		ALL TERMS AND CONDITIONS IN THE SOLICITATION ARE PART OF THIS ORDER AS IF FULLY REPRODUCED HEREIN.  ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:  Contact: Anet Simonian Phone: 323-267-2215 Email: asimonian@isd.lacounty.gov			
<b>VENDOR NAME, STREET, CITY, STATE, ZIP CODE:</b>  LONG BEACH BMW MOTORCYCLES 2125 E SPRING ST  LONG BEACH CA 90806		SHIP FOB DESTINATION TO:(UNLESS SPECIFIED ELSEWHERE) COMM & FLEET MGMT BUREAU 15757  1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES CA 90063 PROCUREMENT FOLDER : 637230  CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE) COMM AND FLEET MGMT BUREAU			
<b>DELIVERY DATE</b> 11/21/13	<b>FOB POINT</b> FOB Destination, Freight Prepaid and Allowed		<b>AGENCY REQ. NUMBER</b> 15757 -	<b>CONTRACT NUMBER</b>	<b>TOTAL AMOUNT OF ORDER</b> \$56,992.61
<b>DATE PRINTED</b> 10/01/2013	<b>VENDOR NO.</b> 136444	<b>PROMPT PAYMENT TERMS</b>	<b>TERM 1</b> DISCOUNT: 0.00 DAYS: 30	<b>TERM 2</b> DISCOUNT: DAYS: 0	<b>TERM 3</b> DISCOUNT: DAYS: 0
			<b>TERM 4</b> DISCOUNT: DAYS: 0		
<b>LINE NO.</b>	<b>COMMODITY/SERVICE DESCRIPTION</b>	<b>QUANTITY</b>	<b>UOM</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
1	NOTICE TO VENDOR: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING  COMMODITY CODE: 070-12-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT:  DESCRIPTION: MAKE/MODEL: 2013 BMW R1200 RT-P MOTORCYCLES - BLACK & WHITE, POLICE PACKAGE, 2-CYLINDER ENGINE - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.  ADDITIONAL SHIPPING INFORMATION :	2.00000	EA	\$26,140.190000	\$ 52,280.38  \$ 4,705.23

VENDOR COPY

LA County is pleased to provide online access to the new Vendor Self-Service (VSS) Portal: <http://lacovss.lacounty.gov>  
Go to the portal home page to find out more about the benefits to vendors who do business with the County.

*Anet Simonian* 10/09/2013

COUNTY OF LOS ANGELES

PRICE SHEET	PURCHASE ORDER
	ORDER NO: PO-SH-14321689-1

VENDOR NO: 136444	PAGE
VENDOR : LONG BEACH BMW MOTORCYCLES	2

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
2	<p>TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-14200205.</p> <p>COMMODITY CODE: 070-06-00-0000000</p> <p>SUPPLIER PART NO:</p> <p>SALES TAX AMOUNT:</p> <p>DESCRIPTION: NEW TIRE TAX FEE (2 TIRES x 2 MOTORCYCLES) - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.</p> <p>Prices are exclusive of federal excise tax. Exempt Certificate No. 95 7400 14K.</p> <p>Terms and conditions are in accordance with Solicitation RFB-IS-14200205.</p> <p>Delivery: 30 Days ARO</p> <p>REFERENCE: RQN # 14008487 FA APPROVAL CODE: 14FX87027 FUND: A01 UNIT: 15757-COMM &amp; FLEET MNGMT OBJECT CODE: 6049-60D (FIXED ASSET) ACTIVITY CODE: PVEH FUNDED BY: CFMB GENERAL FUNDS - CAPITAL ASSETS VEHICLE ASSIGNMENT: VARIOUS UNITS SAME AS MAIN SHIP TO ADDRESS</p> <p>ADDITIONAL SHIPPING INFORMATION :</p> <p>TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-14200205.</p>	4.00000	EA	\$1.750000	<p>\$ 7.00</p> <p>\$ 0.00</p>

Solicitation # RFB-IS-14200205  
 Requisition # RQN-SH-14008487  
 Dept: Sheriff

EV-19000257  
 PO-SH-14321689

Lt. Ducky

Vendor:	Long Beach BMW Motorcycle	Brown Motor Works, Inc.
Model:	2013 BMW R1200 RT-P	BMW R1200RTP
Delivery:	30 D	40 D
SBE?	no	no
Price Quoted	\$26,140.19	\$26,999.00
Discount Offered	0.00%	0.00%
Discount Amount	\$0.00	\$0.00
Subtotal	\$26,140.19	\$26,999.00
SBE Adjustment	\$0.00	\$0.00
Adjusted Subtotal	\$26,140.19	\$26,999.00
Sales Tax	\$2,352.6	\$2,429.9
MPG	0.0	0.0
Fuel Cost	\$0.0	\$0.0
Net Total Each	\$28,492.8	\$29,428.9
Qty Purchased	2	2
<b>GRAND TOTAL</b>	<b>\$56,985.61</b>	<b>\$58,857.82</b>

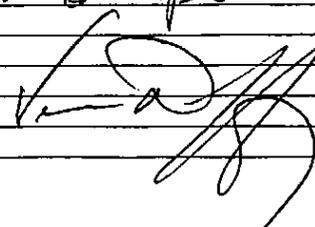
RANK

2

*APL  
10/01/2013*

IF LOW OFFER IS REJECTED STATE REASONS:

*low bid acceptable*





3-A (12/10) (REV. 1/13)

06066

VEHICLE DEALER

Issue Date FEB 1, 2013

Exp. Date JAN 31, 2015

This certificate is valid for the period indicated above. This certificate must be signed and displayed in the office at the address shown below, pursuant to the California Vehicle Code.

ISSUED TO VALID ONLY AT LONG BEACH BMW MOTORCYCLES 2125 E SPRING ST LONG BEACH CA 92806

A/C USED MC NEW BROKER TRL NEW

License must be renewed prior to expiration date pursuant to California Vehicle Code Sections 11105, 11105.6, 11204, 11410, 11508, 11620 or 11717.

FORM CONTROL NO. 1126065

[Signature]
NATURE OF LICENSEE

SR 14000762 Fur



REQUEST FOR BID

SOLICITATION :  
RFB-IS-14200205-1

INTERNAL SERVICES DEPARTMENT

BID DUE :  
09/23/13 12:00:00 PM

Vendor No. 13644401

RETURN BID TO ADDRESS BELOW  
INTERNAL SERVICES DEPARTMENT  
ISD CENTRAL PURCHASING  
1100 N EASTERN AVENUE  
RM 103 BID ROOM 1ST FLOOR  
LOS ANGELES CA 90063

LONG BEACH BMW MOTORCYCLES  
PO BOX 90639  
LONG BEACH, CA 90809-0639

BUYER : Anet Simonian  
BUYER PHONE : 323-267-2215  
DATE ISSUED : 09/05/13  
REQ. DEPARTMENT : IS  
AGENCY REQ. NO. : 15757 -  
REQ. NO. : RQN-SH-14008487  
FISCAL YEAR :  
SCHEDULED BEGIN DATE :  
SCHEDULED END DATE :  
NUMBER OF COMMODITY LINES : 2  
PROCUREMENT FOLDER : 637230

15757 - MOTORCYCLE, B&W, PPV - SPECS

TO BE COMPLETED BY VENDOR

- DELIVERY WILL BE MADE IN 30 THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
- CASH DISCOUNT 0 % - DAYS. CASH DISCOUNT OF LESS THAN 30 DAYS OR 25TH PROX. WILL BE CONSIDERED AS NET IN EVALUATING THIS BID.
- BID BOND ATTACHED: - CERTIFIED CHECK ATTACHED: - OTHER ATTACHMENTS: -
- BID REFERENCE NUMBER: 787 (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).
- PLEASE REMOVE FROM THIS COMMODITY CODE: -
- FEIN OR SOCIAL SECURITY# REQUIRED: 953085661

\*\* IMPORTANT \*\*

IN ORDER TO RECEIVE AN AWARD, VENDORS ARE REQUIRED TO BE REGISTERED WITH THE COUNTY OF LOS ANGELES. VENDORS MAY REGISTER ONLINE ON THE COUNTY OF LOS ANGELES VENDOR REGISTRATION WEBSITE @ [HTTP://CAMISVR.CO.LA.CA.US/WEBVEN/](http://CAMISVR.CO.LA.CA.US/WEBVEN/)

USE OF A BRAND NAME AS SPECIFICATION IS NOT INTENDED TO RESTRICT COMPETITION. QUOTE IN ACCORDANCE WITH SPECIFICATION OR ON YOUR ALTERNATE. ALTERNATE OFFERS TO MEET FUNCTIONAL REQUIREMENTS, ADEQUATELY SUPPORTED BY LITERATURE AND YOUR STATEMENT WHEREIN SPECIFICATIONS DIFFER, WILL BE CONSIDERED FOR FUTURE PURCHASE, OR WHEN FEASIBLE, FOR THIS PURCHASE.

VENDORS ARE REQUIRED TO ENTER THEIR COMPANY NAME IN THE SPACE PROVIDED AT THE TOP OF EACH PAGE ON THIS SOLICITATION.

VENDOR PHONE NUMBER:  
562.426.1200

TITLE:  
GENERAL MANAGER

DATE:  
9/21/13

SIGNATURE OF BIDDER:  
(MUST BE SIGNED)

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 2
<p>1. Responses to Requests for Bids are to be delivered to the County Purchasing Agent by 12:00 noon on the date set forth above, at which time the responses will be publicly opened and, if requested, publicly read. Responses to Requests for Quotations are to be delivered to the County Purchasing Agent by date and time set forth above. There will be no public opening or reading of these responses. (See title of this solicitation in top left-hand corner of this document.) Fax responses will not be accepted unless noted in writing. Any response received after the closing date/time set forth in the solicitation document will be considered late, non-responsive and will be returned to the responder, unless the County Purchasing Agent determines that it is in the best interest of the County to accept it.</p> <p>2. All bids shall be typewritten or in ink. No erasures permitted. Mistakes shall be crossed out and corrections typed/inked adjacent, dated and initialed.</p> <p>3. State brand name or make on each item. If quoting other than item specified, include the manufacturer's name, a product description and model number.</p> <p>4. Bid each item separately. Prices must be stated in units specified hereon.</p> <p>5. Each bid must be in a separate sealed envelope with both the bid number and closing date plainly visible on the envelope. Bid must be received at the place, time and on the date specified. Bidders are responsible to assure each bid is properly marked and timely delivered. County assumes no financial obligations for preparation and submittal of bid. Submit bids as indicated hereon. Bidder shall be solely responsible for understanding the specifications and requirements.</p> <p>6. Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, bidder shall so state in the column provided opposite the item. Unless otherwise noted, "days for delivery" or "days from receipt of order" mean calendar days.</p> <p>7. An authorized officer or employee must sign with the Firm's name on all bids. Obligations assumed by such signature must be fulfilled.</p> <p>8. Unless otherwise definitely specified, prices bid shall not include sales or use taxes. Bidder shall provide either the serial number or its retailer's permit to engage in business as a seller (if a CA company). Without one of these numbers, County will not pay sales/use tax direct to any Vendor. If Vendor is outside CA, the County will pay sales tax directly to the State.</p> <p>9. All charges, e.g., packing and installation, must be included in the bid. No charges will be allowed unless specified in the bid.</p> <p>10. County reserves the right to waive, at its sole discretion, any formality in the bidding or evaluation in order to expedite the process, accommodate minor error, or respond to unforeseen circumstances, and to reject any or all bids and to reject any items thereon. County may, at its sole discretion, cancel this solicitation at any time prior to award.</p> <p>11. If required, samples of items shall be furnished at no cost. Samples are not returnable; County will dispose of at its discretion. Unless specifically requested, bidders shall not submit samples. Cost of testing will be as stated herein.</p> <p>12. Bids are subject to acceptance at any time within 30 calendar days of the closing date stated hereon, unless otherwise specifically stipulated.</p> <p>13. County shall not return bids for change/correction after receipt.</p> <p>14. Insurance, surety and performance bonds shall be in the amounts set forth hereon.</p> <p>15. All factors being equal and to the extent authorized by law, County shall prefer products grown, manufactured or produced in the County of Los Angeles, and then in the State of California. To qualify for such preference, bids must definitely and conspicuously state whether the items are wholly or partially grown, manufactured or produced in the County of Los Angeles or the State of California.</p> <p>16. Bids must include employer's identification number as assigned by the U.S. Treasury Department.</p> <p>17. If you do not bid, return this solicitation ("Request") and state reason, or if you do not respond or do not submit a bid for (3 consecutive Requests, you may, at County's sole option, be removed from the mailing list.</p> <p>18. Inspections and examinations or failure to so do is at bidder's sole risk. The specifications set forth herein are controlling and supersede any other information, oral or written, regarding this acquisition.</p>		

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 3
<p>19. Changes or modifications to specifications or conditions to this Request shall only be made by issuance of a written amendment by County's Purchasing Agent. No other change or modification, regardless of source, shall be binding. Bidders are advised to bid only as set forth in this Request.</p> <p>20. The purchase, if any, resulting from the Request shall be governed by the County's terms and conditions which are attached hereto. Unless County specifically agrees in writing, any other terms and conditions shall have no force or effect.</p> <p>21. No County employee whose position in County service enables him/her to influence any award to your offer any competing offer, and no spouse or economic dependent of such employee, shall be employed in any capacity by the bidder herein, or have any other direct or indirect financial interest in any transaction resulting from this Request.</p> <p>22. County reserves the right to designate the transportation carrier when common carriers are used in delivery, or make pick up by County truck if the point of origin is within the County of Los Angeles or an adjacent county. Failure to adhere to shipping terms as specified on the purchase order or written agreement will result in deduction of additional handling costs from the invoice(s).</p> <p>23. County may, at its sole option, select other than the low price bidder if, as solely determined by County, another bid is a more responsible and responsive offer.</p> <p>24. County reserves the right to negotiate price, terms and conditions with the selected vendor.</p> <p>25. This Request is a solicitation only, and is not intended or to be construed as an offer to enter into any contract or other agreement. No acquisition can be made without a purchase order.</p> <p>26. County reserves the right to conduct a reasonable inquiry to determine the responsibility of a bidder. The unreasonable failure of bidder to promptly supply information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability and ability to perform on schedule, may, at County's discretion, be grounds for a determination of non-responsibility.</p> <p>27. Community based enterprises are encouraged to bid. It is the County's policy that on final analysis and award, the Vendor shall be selected without regard to gender, race, creed or color.</p> <p>28. All bids must include a complete "Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form" and "Attestation of Willingness to Consider Gain/Grow Participants Survey" attached hereto. Bids not including completed forms may, at county's option, be returned or the bidder may be required to provide complete forms prior to consideration.</p> <p>29. Wherever possible, vendors are encouraged to subcontract portions of the work to responsible and qualified community Business Enterprise owned businesses and/or entities.</p> <p>30. Bidders are reminded to thoroughly review all solicitation documents.</p> <p>31. Prior to bid award, County reserves the right to request clarification of any bid.</p> <p>32. The offering of gifts, excluding token gifts of a promotional/advertising nature, or gratuities by bidder or any other agent or representative of bidder is strictly prohibited.</p> <p>33. Each person by submitting a response to this solicitation certifies that such bidder/proposer and each County lobbyist and County lobbying firm, as defined by Los Angeles Code Section 2.160.010, retained by bidder/proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code. A copy of Chapter 2.160 can be reviewed and downloaded from the following website: <a href="http://bos.co.la.ca.us/categories/LobInfo/Ordinance.htm">http://bos.co.la.ca.us/categories/LobInfo/Ordinance.htm</a>.</p> <p>34. Subsequent to the County's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.</p> <p>35. County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.</p> <p>36. Bidder shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the County's prior written consent.</p> <p>37. Bidders/Proposers Adherence to County's Child Support Compliance Program Bidders/proposers shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).</p>		

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME: <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 4

ALL AWARDS FROM THIS BID WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF PURCHASE:  
TERMS AND CONDITIONS OF PURCHASE

1. **CONDITIONS OF PURCHASE;** This order shall be in accordance with these terms and conditions and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the County of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from Vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.
2. **DELIVERY;** Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified hereon or contained in a written agreement for this purchase may, at County's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.
3. **INVOICES;** Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is a delivered price, all transportation and delivery charges must be prepaid in full to destination.
4. **PRICE/SALES TAX;** Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc., shall be allowed unless specified herein.
5. **PAYMENT TERMS;** Unless otherwise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges, Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.
6. **WARRANTIES;** Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without any violation of any law, ordinance, rule or regulation of any government or administrative body.
7. **CANCELLATION;** Unless otherwise specified herein, County may cancel all or part of this Purchase Order and/or Contract at no cost and for any reason by giving written notice to Vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation charge not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged County for cancellation with less than thirty (30) days prior written notice.
8. **HAZARDOUS MATERIALS;** Vendor warrants that it complies with all Federal, State and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.
9. **COVENANT AGAINST GRATUITIES;** Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.
- 10.0 **CONFLICT OF INTEREST:**
  - 10.1 No County employee whose position with County enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order. No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.
  - 10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts which create a conflict of interest. If Vendor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.
11. **GOVERNING LAW AND VENUE;** This Purchase Order shall be governed by and construed in accordance with the laws of the State of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Purchase Order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.
12. **INDEMNIFICATION;** The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME: <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 5

13. **DEFAULT:** The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:

a. Vendor has materially breached the Purchase Order; or

b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.

The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

14. **INVALIDITY, REMEDIES NOT EXCLUSIVE:** If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provision to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.

15. **COMPLIANCE WITH LAWS:** The Vendor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference.

The Vendor shall indemnify and hold harmless the County from and against all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

16. **NONDISCRIMINATION:** By acceptance of this Purchase Order, Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase order amount or One Thousand Dollars (\$1,000).

17. **FORCE MAJEURE:** Neither party will be liable for delays in performance beyond its reasonable control including, but not limited to, fire, flood, act of God or restriction of civil or military authority.

18. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This purchase Order shall not restrict the Purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.

19. **MOST FAVORED CUSTOMER:** Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

20. **WAIVER:** No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

21. **ACCEPTANCE:** Unless explicitly stated by County as otherwise, County may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order.

22. **SPARE PARTS:** Unless otherwise set forth herein, Vendor shall make spare parts available to County for a period of two (2) years from the date of delivery of the items to County. If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability, Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts.

23. **ENTIRE AGREEMENT MODIFICATIONS:** This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only County's Purchasing Agent can make changes or modifications by issuance of an official change notice.

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME : <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 6

24. **INDEPENDENT CONTRACTOR STATUS:** This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Vendor.

The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of Workers' Compensation liability, solely employees of the Vendor and not employees of the County. The Vendor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Vendor pursuant to this Purchase Order.

25. **COUNTY STOCK:** Stock furnished by County to be used in this Purchase Order shall be returned to County free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order.

26. **TAX EXEMPT STATUS:** Tax exempt items shall be clearly listed and identified.

27. **COUNTY LOBBYISTS:** The Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Vendor or any County Lobbyist or County Lobbying firm retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately terminate or suspend this Purchase Order.

28. **CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:** Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the vendor shall give consideration for such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. **TERMINATION FOR IMPROPER CONSIDERATION:** The County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the Vendor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award, amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor's performance pursuant to this Purchase Order. In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the Vendor.

The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts, or the promise of any of these.

30. **SAFELY SURRENDERED BABY LAW:** The Contractor shall notify and provide to its employees, and shall, require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

31. **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/Purchase Orders are in compliance, with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/Purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract/Purchase Order, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract/Purchase Order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County Code, Chapter 2.202.

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 8

**VENDOR'S RESPONSIBILITY AND DEBARMENT**

A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the requirements of the Purchase Order. It is the County's policy to conduct business only with responsible vendors.

The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Vendor on this or other Purchase Orders which indicates that the Vendor is not responsible, the County may, in addition to other remedies provided in the Purchase Order, debar the Vendor from bidding on any County Contracts/Purchase Orders for a specified period of time not to exceed five (5) years, and terminate any or all existing Contracts/Purchase Orders the Vendor may have with the County.

The County may debar a Vendor if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated any term of Contract/Purchase order with the County, (2) committed any act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a Contract/Purchase Order with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

If there is evidence that the Vendor may be subject to debarment, the Purchasing Agent will notify the Vendor in writing of the evidence that is the basis for the proposed debarment and will advise the Vendor of the scheduled date for debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or the Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of debarment. If the vendor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Vendor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to the subcontractors of County Contractor/Vendor.

**LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. A Certified Local SBE is a business 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past twelve months; and 3) certified by the Office of Small Business as meeting the requirements set forth in 1 and 2 above.

To apply for certification as a Local SBE, companies may register at the Office of Small Business website at: <http://www.laosb.org>

Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Proposers must attach the Local SBE Certification Letter to the Required Form - Los Angeles County Community Business Enterprise (CBE) Program - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - with their proposal. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Procurement Division website at: <http://www.dgs.ca.gov/pd/home.aspx>

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME: <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 9

Local Small Business Enterprise Preference Program

Instructions: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code.

For County solicitations which are not federally funded, a certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least twelve months; and 3) certified by the Office of Small Business as meeting the requirements set forth in 1 and 2 above. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Procurement Division website at: <http://www.dgs.ca.gov/pd/home.aspx>

Pursuant to the adopted Ordinance No. 2007-0090, amending Chapter 2.204 of the Los Angeles County Code:

For County solicitations which are federally funded and subject to the federal restriction on geographical preferences, a certified small business is a business: 1) self-certified as small using the SBA size standards and industry codes (NAICS) and; 2) registered on the federal Central Contractor Registration (CCR) data base. Information about federal small business registration is available on the CCR website at: <http://www.ccr.gov> Certified small businesses must request the SBE preference in their solicitation response and may not request the preference unless the certification process has been completed and certification affirmed. The County must verify SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

To determine whether this solicitation is federally funded, please refer to the SPECIAL TERMS AND CONDITIONS in this solicitation document for clarification.

**LONG BEACH BMW MOTORCYCLES**

FIRM NAME: \_\_\_\_\_

I AM NOT a Local SBE certified with the County of Los Angeles Office of Small Business (OSB) or the federal CCR as of the date of this proposal/bid submission

I AM a Local SBE certified with the County of Los Angeles Office of Small Business (OSB) as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.

I AM a certified small business with the federal CCR as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.

My County (WebVen) Vendor Number is: 13644401

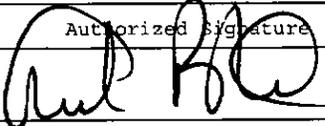
My Commercial and Government Entity (CAGE) code is:

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME: <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 10

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:  
 If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary).

Agency name	Minority	Women	Dis-Advantaged	Disabled Veteran	Expiration Date
	N/A	N/A			

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
CHARLES BERTHO		GENERAL MANAGER	9/21/13



STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 12

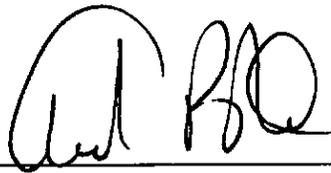
PROHIBITION AGAINST USE OF CHILD LABOR

I hereby certify that, if awarded a Purchase Order or Agreement, bidder shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

I understand and agree that, if awarded a Purchase Order or Agreement and COUNTY discovers that any products, goods, supplies or other personal property sold or supplied by bidder to COUNTY are produced in violation of any international child labor conventions, bidder shall immediately provide an alternative, compliant source of supply.

I further understand and agree that failure to comply with the foregoing provisions will be grounds for immediate cancellation of the Purchase Order or termination of the Agreement and award to an alternative bidder.



VENDOR SIGNATURE

9/21/13

DATE

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME : <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 13

LOCKOUT/TAG-OUT PROGRAM FOR MACHINERY OR ELECTRICAL EQUIPMENT

For equipment purchase(s) under this solicitation, Vendor shall be responsible to provide the County with a means to Lockout/Tag-out any machinery or electrical equipment sold to the County in accordance with OSHA regulation, CFR Title 8, Section 3314.

Any Lockout method must utilize a positive means such as 1) a lock, either key or combination type, 2) a hasp or other means of attachment to which, or through which, a lock can be affixed or it has a locking mechanism built into it, in order to hold an energy-isolating device in a safe (locked) position and prevent the energizing, transmission or release of electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other energy from a machine or equipment. Such machinery and equipment includes, but is not limited to: a manually operated electrical switch breaker; a disconnected switch; a manually operated switch by which conductors of a circuit can be disconnected from all underground supply conductors and a line valve. In addition, this would include installing pieces of equipment used in maintenance and service activities, such as pipelines, vessels and/or pressurized tanks to service air, gas, water, steam and/or petrochemical distribution systems.

Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*.

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries.

The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME : <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 14

JURY SERVICE PROGRAM

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Program which is incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1. The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service program, "employee" means any California resident who is a full-time employee of a Contractor and "full time" means 40 hours or more worked per week, or a lesser number of hours if; 1. the lesser number is a recognized industry standard as determined by the County, or 2. the Contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project.
  
2. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
  
3. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME : <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 15

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this Contract/Purchase Order (Request for Proposal or Invitation to Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers whether a contractor or a subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County's Department will determine, in its sole discretion, whether the bidder or proposer is excepted from the program.

Company Name: <u>LONG BEACH BMW MOTORCYCLES</u>		
Company Address: <u>2125 E. SPRING ST.</u>		
City: <u>LONG BEACH</u>	State: <u>CA.</u>	Zip: <u>90806</u>
Telephone Number: <u>562.426.1200</u>		
Solicitation for (Type of Goods or Services): <u>MOTORCYCLES B/W</u>		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

My Business does not meet the definition of "Contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the Contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operations, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME : <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 16

Part II: Certification of Compliance

My Business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: CHARLES BERTHOU

Title: GENERAL MANAGER

Signature: 

Date: 9/20/13

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME : <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 17

PRICES SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.

ASSIGNMENTS BY CONTRACTOR

- A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

CONTRACTOR'S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Buyer within thirty (30) calendar days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. Contractor shall indemnify and hold County harmless against any and all loss or damage Contractor may suffer arising from any Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program. Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

Is Contractor/Proposer or any of its staff members currently barred from participation in any Federal or State funded health care program?

- NO, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.
- YES, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars in detail below

LONG BEACH BMW MOTORCYCLES

Printed Name of Vendor or Contractor

CHARLES BERTHO

Printed Name of Responsible Manager



Signature

9/20/13

Date

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME : <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 18

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION  
AND ACKNOWLEDGEMENT OF SOLICITATION RESTRICTIONS

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
_____ N/A _____	_____
_____	_____
_____	_____

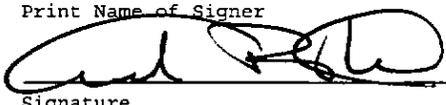
NOTE: Persons signing on behalf of the Contractor/Vendor will be required to warrant that they are authorized to bind the Contractor/Vendor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

_____ N/A _____
_____

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this solicitation. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this solicitation process, the County shall reject this proposal.

**LONG BEACH BMW MOTORCYCLES**

Name of Firm	
<u>CHARLES BERTIN</u>	<u>GENERAL MANAGER</u>
Print Name of Signer	Title
	9/21/13
Signature	Date



STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME : <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 20

Page 2 of 2

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed - Minimum Mandatory Requirements of this Request for Proposal, as listed below.

List each minimum requirement

Check the appropriate box below:

YES  NO 10 years experience, within the last 10 years

YES  NO Willingness to consider hiring GAIN/GROW participant

YES  NO Complies with the County's Child Support Compliance

YES  NO Certifies intent to comply with County's Jury Service Program

YES  NO Declares intent to comply with County's Living Wage Program

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgement and his/her judgment shall be final.

Proposer's Name: LONG BEACH BMW MOTORCYCLES

Address: 2125 E. SPRING ST.  
LONG BEACH, CA. 90806

E-mail: Charlesbell@bwmotorcycles.com Telephone Number: 562.426.1200

Fax number: 562.506.2144

On behalf of LONG BEACH BMW MOTORCYCLES (Proposer's name), I CHARLES BELL (Name of Proposer's authorized representative), certify that the information contain in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Charles Bell  
Signature

General Manager  
Title

9/21/13  
Date

953085661  
Internal Revenue Service  
Employer Identification Number

91063  
California Business License Number

1364440  
County Vendor Number

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME : <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 21

OFF-PEAK (HOURS) - DELIVERY OF COMMODITIES

It is the policy of the Los Angeles County Board of Supervisors that County departments promote off-peak deliveries and pickup of all commodities by County Vendors between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly scheduled County business days. The purpose of this policy is to reduce vehicle trips and vehicle emissions during the morning and afternoon commute periods. For purposes of the Board Policy, the trip shall be deemed to be compliant if the actual time of delivery provides for arrival at the County facility or location on or after 9:00 a.m. and the delivery or pickup is initiated at the County facility or location on or before 3:30 p.m..

Noncompliance with this policy may result in cancellation of a Purchase Order or termination of contract and/or agreement between the County and the awarded Vendor.

Unless otherwise instructed by authorized County department personnel, vendors shall be required to confer with County departments to schedule, as appropriate, regularly planned trips to County facilities for deliveries and/or pickup of commodities within the designated off-peak periods. County departments co-located at facilities that are serviced by the same Vendor shall make every effort to coordinate off-peak deliveries and pickups between the Vendor and other County departments at the facility.

Emergency, special orders, and other non-conforming deliveries and pickups specifically requested by County departments shall not constitute a violation of the Board Policy. In addition, circumstances documented by the Vendor to the satisfaction of the affected County department that are outside of the control of the Vendor that preclude adherence to the Board Policy shall not constitute a violation of the Board Policy.

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, the department shall notify the Vendor of any exception(s) allowable under the Board Policy. If such circumstances are permanent in nature, the department shall notify the Chief Administrative Office and ISD of their intent to exclude the affected contract(s) and/or commodities from the provisions of the Board Policy.

County departments doing business with non-commodity or service-related vendors that schedule regular trips to County facilities shall, to the extent feasible and appropriate, encourage such vendors to schedule such trips to their facilities between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly schedule business days.

By signature below, vendor acknowledges receipt and understanding of this Board Policy, and agrees to adhere to above requirements regarding Off-Peak Delivery of Commodities.

**LONG BEACH BMW MOTORCYCLES**

Vendor's Company

2125 E. SPRING ST. LONG BEACH, CA. 90806

Address

City

State & Zip Code

CHARLES BERTHO

*[Handwritten Signature]*

9/21/13

Printed Name

Signature

Date

PROTEST POLICY FOR GOODS AND SERVICES SOLICITED BY THE COUNTY PURCHASING AGENT

General Authority

The County Purchasing Agent maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by departments, districts or agencies of Los Angeles County who are governed by the Los Angeles County Board of Supervisors.

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME : <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 22

Acquisition of supplies and equipment are made by the Purchasing Agent pursuant to:

- Government Code 25501, et seq.;
- Codified Ordinance of County of Los Angeles, Title 2, Chapter 2.81; and
- Section 24 of the County Charter.

With limited exceptions, solicitations conducted under the statutory authority of the Purchasing Agent are price-based with the resultant award being made to the lowest, responsible bidder that fully meets and complies with all of the specifications and requirements of the solicitation.

The Purchasing Agent or his/her designee shall be responsible for the review and disposition of any protest of a bid solicitation conducted under the statutory authority of the County Purchasing Agent.

Review of Solicitation Requirements and Specifications

A Vendor may seek a review of the solicitation requirements and/or specifications by written request to the Buyer conducting the solicitation provided that the written request is received no later than five (5) days prior to the closing date of the solicitation or as otherwise specified within the solicitation.

This request must itemize, in sufficient detail, each matter contested and one or more factual reason(s) for the requested review (e.g., specifications were too narrow and limited competition with supporting details, etc.). The Purchasing Agent will provide a written response to the requesting Vendor(s).

Bid Protests

In accordance with County Purchasing Policy M-1100, Bid/Vendor Protest, participant vendors may request a review of any bid specifications at the time of the bid posting and/or before the closing date. Additionally, participant vendors may protest any award within three (3) business days after the "Notice of Intent to Award" is posted on the County's bid website. These protest procedures are as follows:

Upon a determination of vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on the County's bid website, and notify all solicitation participants of the intended award via email.

1. Non-selected vendors will have three (3) business days, from the date the notice is posted, to file a formal bid protest with the Purchasing and Contracts Analyst (Buyer) that conducted the solicitation.
2. The bid protest, which must be received by the Buyer within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
3. Bid protests must be filed prior to the award of contract or purchase order. Upon execution of the contract or purchase order to the selected vendor, the Purchase Agent will not take action on a bid protest; however, a written response will be provided to the protesting vendor.
4. If a vendor bid protest is appropriately filed (i.e., prior to the award), the Purchasing Agent may delay the award of contract or purchase order until the matter is resolved.

There are, however, situations where the delay of an award may not be in the best interest of the County due to emergency and/or time critical acquisitions such as at the end of the County's fiscal year. In these instances, the County has no obligation to delay or otherwise postpone an award of a purchase order or contract based on a vendor protest.

5. In all cases, the County Purchasing Agent reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.
6. The Purchasing Agent will respond to all bid protests in a timely manner.
7. The Purchasing Agent may refer a protest of a technical nature to the requisitioning County department for further clarification, and will prepare a letter to the protesting vendor, advising them of the pending action(s), and when a formal response can be expected.

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME : <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 23

Transitional Job Opportunities Preference Program

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. The preference only applies to solicitations where Transitional Job Opportunity participants will be employed for the services solicited. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity; that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their bid response to the purchasing or contracting solicitation for which they are competing; has been in operation for at least one year providing transitional job and the related supportive services to program participants; and provided a profile of their program a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department. Transitional Job Opportunities vendors must request the preference in their solicitation responses and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunity vendor.

If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification; however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

In accordance with the above stated criteria, I certify that I am a Transitional Job Opportunity Vendor and I am claiming the preference on this solicitation. I further certify that Transitional Job Opportunity participants will be used for the services that are being solicited by the County in this solicitation.

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME : LONG BEACH BMW MOTORCYCLES	BID DUE: 09/23/13 12:00:00 PM	PAGE 24

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"). Prospective Bidder/Proposer/Contractor should carefully read the Defaulted Tax Program Ordinance which may be found in Los Angeles County Code, Title 2. Administration, Chapter 2.206 at

<http://ordlink.com/codes/lacounty/index.htm>

which is incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.

Each Bidder/Proposer/Contractor shall be required to certify that it is in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that it is exempt from the Defaulted Tax Program. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Bids/Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206;
- To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; and
- The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

---



---

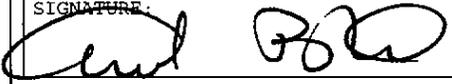


---



---

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

COMPANY NAME: LONG BEACH BMW MOTORCYCLES	
PRINT NAME: CHARLES BERTHOE	TITLE: GENERAL MANAGER
SIGNATURE: 	DATE: 9/21/13

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME : LONG BEACH BMW MOTORCYCLES	BID DUE: 09/23/13 12:00:00 PM	PAGE 25

**SUBCONTRACTING**

The County of Los Angeles provides Small Business Enterprises an equal opportunity to compete for County Awards for commodities and services. Bidders shall assist the County in providing these opportunities to Small Business Enterprises by making good efforts to reach out to Small Business Enterprises to compete in County Awards.

**BID SUBMITTAL**

Bidders shall submit with their bid, the **SBE Subcontractor Information Form @ <http://doingbusiness.lacounty.gov/SBESubcontractorInformationForm.PDF>**. Bidder shall complete this form in its entirety. Bidder shall list itself, the names and addresses of all firms to be used with a complete description of work supplies to be completed, provided by each subcontractor and the estimated dollar value.

**REPORTING**

The **Final Report of Subcontracting Form @ <http://doingbusiness.lacounty.gov/FinalReportofSubcontractingForm.PDF>** a summary report of subcontractors work/supplies, shall be submitted at the completion of the award.

Upon Completion of a Purchase Order, Vendor shall submit the **Final Report of Subcontracting and Purchases Form** within fifteen (15) working days.

If the award is a one year or more agreement, the **Final Report of Subcontracting and Purchases Form** shall be submitted on a quarterly basis.

The form shall be certified correct and accurate by signature of the bidder or its authorized representative.

The **Final Report of Subcontracting and Purchases Form** shall be submitted to the Office of Small Business at:

Debbie Cabreira-Johnson  
Office of Small Business  
1100 N Eastern Ave 1st Floor  
Los Angeles, CA 90063  
[DCabreira@isd.lacounty.gov](mailto:DCabreira@isd.lacounty.gov)

**ELECTRONIC CATALOG**

If required by County, the awarded vendor will submit a catalog of its entire product offering in an electronic format. The submitted electronic catalog shall be in the format prescribed in the ELECTRONIC CATALOG Clause which may be found at the website indicated below. Such submission shall be within the time frame to be determined by the County in its sole discretion.

[http://doingbusiness.lacounty.gov/terms\\_and\\_conditions.htm](http://doingbusiness.lacounty.gov/terms_and_conditions.htm)

If required by county, I agree to submit an electronic catalog of my entire product offering in the prescribed format within the required time frame.

**LONG BEACH BMW MOTORCYCLES**

Name of Company

CHARLES BERTHON  
Name of Authorized Vendor Representative

[Signature]  
Signature of Authorized Representative

9/21/13  
Date

SPECIAL TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME : <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 26

**\*\*LICENSE REQUIREMENTS\*\***

EACH BIDDER MUST POSSESS A CURRENT DEALER'S LICENSE (INCLUDING AUTO BROKER'S ENDORSEMENT TO DEALER'S LICENSE, IF APPLICABLE) OR CURRENT AUTO BROKER'S LICENSE AND SHALL SUBMIT SUCH DOCUMENTATION WITH ITS BID. IN ADDITION, EACH BID SUBMITTED BY AN AUTO BROKER SHALL INCLUDE THE DEALER INFORMATION FROM WHICH THE VEHICLE WILL BE PURCHASED, ALONG WITH A LETTER FROM THE DEALER (ON THE DEALER'S LETTERHEAD) CONFIRMING THAT IT WILL FULFILL ANY AWARD ISSUED TO THE AUTO BROKER IN ITS ENTIRETY AND WILL BE RESPONSIBLE FOR MEETING ALL OF THE APPLICABLE SOLICITATION REQUIREMENTS AND SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO THE DELIVERY OF THE VEHICLE(S) TO, AND ACCEPTANCE THEREOFBY, THE REQUESTING DEPARTMENT.

NOTE: UNLESS OTHERWISE QUALIFIED, INSTRUCTIONS AND CONDITIONS (LAST PAGE OF INVITATION FOR BID) IS CHANGED TO READ: QUOTATIONS ARE SUBJECT TO ACCEPTANCE AT ANY TIME WITHIN NINETY (90) CALENDAR DAYS AFTER OPENING.

QUOTE PRICES EXCLUSIVE OF FEDERAL EXCISE TAX. IF TAX IS NOT APPLICABLE, SO STATE IN YOUR BID.

BIDDERS ARE REQUIRED TO FURNISH THE SERIAL NUMBER OF YOUR CALIFORNIA SELLERS PERMIT TO ENGAGE IN BUSINESS AS A SELLER IN CALIFORNIA OR YOUR SELLERS CERTIFICATE OF REGISTRATION-USE TAX. FAILURE TO FURNISH SAME WILL PREVENT THE COUNTY OF LOS ANGELES FROM PAYING SALES/USE TAX TO YOUR COMPANY. DO NOT INCLUDE SALES/USE TAX ON ANY INVOICE IF YOU DO NOT FURNISH ONE OF THE FOLLOWING:

SELLERS PERMIT # SRAB16657154  
CERTIFICATE OF REGISTRATION # 16657154

IF YOU ARE UNCERTAIN AS TO WHETHER YOU HAVE SUCH A NUMBER OR HAVE ANY QUESTIONS, PLEASE CONTACT THE STATE BOARD OF EQUALIZATION AT WWW.BOE.CA.GOV OR CALL 1.800.400.7115.

QUOTE F.O.B. DELIVERED.  
FREIGHT PREPAID AND ALLOWED  
VENDOR: PAYS FREIGHT COST, OWN TITLE IN TRANSIT, FILE CLAIM(S)  
COUNTY: TAKES OWNERSHIP AT DESTINATION

EQUIPMENT OFFERED MUST BE NEW, UNUSED, CURRENT MODELS.

SPECIFICATIONS OF EQUIPMENT DESCRIBED HAVE BEEN DEEMED ADEQUATE TO SATISFY THE PERFORMANCE REQUIREMENTS OF THE REQUISITIONING DEPARTMENT. THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO MAKE AN AWARD ON EQUIPMENT WHICH MEETS FUNCTIONAL NEEDS AND IS SUITABLE FOR THE SERVICE REQUIRED.

BIDDERS SHALL RETURN SPECIFICATION SHEET FULLY COMPLETED STATING ANY EXCEPTION TO SPECIFICATION IN LETTER FORM. FAILURE TO COMPLY WITH INSTRUCTIONS MAY BE CONSIDERED SUFFICIENT REASON FOR REJECTION OF YOUR OFFER.

BIDDER MUST COMPLETE RIGHT HAND COLUMN OF ANY ATTACHED SPECIFICATION SHEET WHEN TAKING EXCEPTION TO A SPECIFIC ITEM. INDICATE SUCH EXCEPTION IN THE SPACE PROVIDED. IF QUOTING AS SPECIFIED ON AN ITEM, INDICATE IN THE SPACE 'AS SPECIFIED'.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO REJECT ALTERNATE OFFERS WHEN THE POTENTIAL SAVINGS WILL NOT OFFSET THE COST TO TEST. DETERMINATION OF 'COST TO TEST' WILL BE AT THE SOLE DISCRETION OF THE COUNTY OF LOS ANGELES.

UNLESS OTHERWISE QUALIFIED BY BIDDER, THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO MAKE ONE TOTAL AWARD, ONE AWARD EACH SECTION OR A COMBINATION OF AWARDS, WHICHEVER IS IN THE BEST INTEREST OF THE COUNTY.

PRE-PRINTED TERMS AND CONDITIONS/BIDDERS CONTRACT DOCUMENTS BIDDERS PRE-PRINTED TERMS AND CONDITIONS OR RESTRICTIONS COMMONLY APPEARING ON THE REVERSE SIDE OF LETTERS SUBMITTED WITH THE BID AND/OR BIDDERS SPECIFICATIONS MATERIAL AND CONTRACT DOCUMENTS WILL BE DISREGARDED IN THE ABSENCE OF A POSITIVE WRITTEN STATEMENT FROM BIDDER THAT ALL OR A PARTICULAR PORTION OF SUCH WRITINGS ARE IN ADDITION TO OR SUPERSEDE THE COUNTY TERMS AND CONDITIONS.

SPECIAL TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME : <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 27

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL ANY AGREEMENT FORMULATED FROM THIS INQUIRY IF DELIVERY OR SERVICES PROVE UNSATISFACTORY (DEFAULT) AND MAY PROCURE THE ARTICLES OR SERVICES FROM OTHER SOURCES AND MAY DEDUCT FROM UNPAID BALANCE DUE THE VENDOR AND/OR MAY COLLECT AGAINST THE BOND OR SURETY FOR EXCESS COSTS SO PAID. THE PRICES PAID BY THE COUNTY OF LOS ANGELES SHALL BE CONSIDERED THE PREVAILING MARKET PRICE AT THE TIME SUCH PURCHASE IS MADE. THE COUNTY OF LOS ANGELES SHALL BE SOLE JUDGE AS TO SATISFACTORY PERFORMANCE.

STATE HERE THE MANUFACTURER'S WARRANTY COVERING PRECEDING EQUIPMENT:

ON PARTS..... 36 mo. 60K  
ON LABOR..... 36 mo. 60K

EACH EQUIPMENT ITEM AND RELATED WARRANTY SERVICE WILL BE AWARDED ON A LOT TOTAL BASIS.

ALL CHARGES, E.G., TRANSPORTATION, PACKING, INSTALLATION, MUST BE INCLUDED IN THE BID. NO CHARGES WILL BE ALLOWED UNLESS SPECIFIED IN THE BID.

DEFAULT: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES NOT CURE SUCH FAILURE WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE COUNTY'S NOTICE WAS SENT TO VENDOR, COUNTY MAY, AT ITS SOLE DISCRETION, CANCEL OR TERMINATE THIS PURCHASE ORDER. SUCH CANCELLATION OR TERMINATION SHALL BE AT NO COST TO COUNTY. SHOULD COUNTY SO CANCEL OR TERMINATE, COUNTY MAY AT ITS SOLE DISCRETION, PROCURE THE ITEMS OR SERVICES FROM OTHER SOURCES AND VENDOR SHALL BE LIABLE TO COUNTY FOR ANY AND ALL EXCESS COSTS, DETERMINED BY COUNTY, FOR SUCH ITEMS OR SERVICES.

STATE MAKE AND MODEL YOU OFFER. BMW R 1200 RT-P 2013 model year DELIVERY TO BE MADE VIA FULL MOUNT TRUCK  OR RAIL (CHECK ONE)  
STATE LOCATION OF FACTORY. GERMANY  
QUOTE PRICE PER UNIT DELIVERED..... 24,140.19

TERMINATION FOR CONVENIENCE:

ANY AGREEMENT MAY BE TERMINATED, WHEN SUCH ACTION IS DEEMED BY COUNTY TO BE IN ITS BEST INTEREST. TERMINATION SHALL BE EFFECTED BY DELIVERY TO VENDOR OF A NOTICE OF TERMINATION SPECIFYING THE EXTENT TO WHICH PERFORMANCE OF AGREEMENT IS TERMINATED AND THE DATE UPON WHICH SUCH TERMINATION BECOMES EFFECTIVE, WHICH SHALL BE NO LESS THAN TEN (10) DAYS AFTER THE NOTICE IS SENT.

AFTER RECEIPT OF A NOTICE OF TERMINATION, VENDOR SHALL SUBMIT ITS TERMINATION CLAIM AND INVOICE TO COUNTY, IN THE FORM AND WITH ANY CERTIFICATIONS AS MAY BE PRESCRIBED BY COUNTY. SUCH CLAIM AND INVOICE SHALL BE SUBMITTED PROMPTLY, BUT NOT LATER THAN THREE MONTHS FROM THE EFFECTIVE DATE OF TERMINATION. UPON FAILURE OF VENDOR TO SUBMIT ITS TERMINATION CLAIM AND INVOICE WITHIN THE TIME ALLOWED, COUNTY MAY DETERMINE ON THE BASIS OF INFORMATION AVAILABLE TO COUNTY, THE AMOUNT, IF ANY, DUE TO VENDOR IN RESPECT TO THE TERMINATION, AND SUCH DETERMINATION SHALL BE FINAL. WHEN SUCH DETERMINATION IS MADE, COUNTY SHALL PAY VENDOR THE AMOUNT SO DETERMINED.

VENDOR SHALL HONOR PURCHASE ORDERS ACCEPTED ON OR BEFORE THE EFFECTIVE DATE OF TERMINATION.

TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE:

VENDOR'S STABILITY WAS AND/IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE.

TERMINATION FOR GRATUITIES:

COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, TERMINATE THE RIGHT OF VENDOR TO PROCEED UNDER ANY AGREEMENT UPON TEN (10) DAYS WRITTEN NOTICE, IF IT IS FOUND THAT GRATUITIES IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE WERE OFFERED OR GIVEN BY, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICER OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A CONTRACT OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD OF AMENDING, OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE PERFORMING, OF SUCH CONTRACT. IN THE EVENT OF SUCH TERMINATION,

SPECIAL TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-14200205-1	
COMPANY NAME : <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 28

COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF DEFAULT BY VENDOR.

This solicitation IS NOT for a federally funded purchase. Only Local Small Business Enterprises certified by the Office of Small Business ( OSB ) are eligible for the Local SBE Preference.

PROCUREMENT RATED AS COMPLEX

PRICE SHEET	REQUEST FOR BID
	SO NO : RFB-IS-14200205-1

COMPANY NAME : <b>LONG BEACH BMW MOTORCYCLES</b>	BID DUE: 09/23/13 12:00:00 PM	PAGE 29
---	-------------------------------	------------

LINE NO.	COMMODITY / SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXT. AMOUNT
1	COMMODITY CODE: 070-12-00-0000000  MOTORCYCLES - BLACK & WHITE, POLICE PACKAGE, 2-CYLINDER ENGINE - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.  NOTE: MOTORCYCLES OFFERED MUST BE TESTED AND CERTIFIED AS "HIGH SPEED POLICE PACKAGE MOTORCYCLES" DURING LASD'S MOST RECENT ANNUAL "LAW ENFORCEMENT MOTORCYCLE TEST & EVALUATION PROGRAM".  UNLESS SPECIFIED ELSEWHERE SHIP TO : COMM & FLEET MGMT BUREAU 15757 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES, CA 90063  COMM AND FLEET MGMT BUREAU	2.00	EA	<u>26,140.19</u>	<u>52,280.38</u>
2	COMMODITY CODE: 070-06-00-0000000  NEW TIRE TAX FEE (2 TIRES x 2 MOTORCYCLES) - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.  NOTE: MOTORCYCLES OFFERED MUST BE TESTED AND CERTIFIED AS "HIGH SPEED POLICE PACKAGE MOTORCYCLES" DURING LASD'S MOST RECENT ANNUAL "LAW ENFORCEMENT MOTORCYCLE TEST & EVALUATION PROGRAM".  REFERENCE: RQN # 14008487 FA APPROVAL CODE: 14FX87027 FUND: A01 UNIT: 15757-COMM & FLEET MNGMT OBJECT CODE: 6049-60D (FIXED ASSET) ACTIVITY CODE: PVEH FUNDED BY: CFMB GENERAL FUNDS - CAPITAL ASSETS VEHICLE ASSIGNMENT: VARIOUS UNITS SAME AS MAIN SHIP TO ADDRESS UNLESS SPECIFIED ELSEWHERE SHIP TO : COMM & FLEET MGMT BUREAU 15757 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES, CA 90063  COMM AND FLEET MGMT BUREAU	4.00	EA	<u>1.75</u>	<u>7.00</u> ✓ AS 10/01/2013



## LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MOTORCYCLE SPECIFICATION SHEET

MOTORCYCLE TYPE	SHERIFF'S HIGH SPEED, FULL SIZE, B&W POLICE PACKAGE, 2 WHEELED MOTORCYCLE
BUDGET PERIOD	FY 13/14
REQUISITION NO.	RQN-SH-14008487
QUOTATION NO.	RFB-IS-14200205
SPEC'S PREPARED BY / TELEPHONE NO.	Brandon Walusko, C.F.M.B., bawalusk@lasd.org (323) 267-3016
END USER, (DEPT. UNIT) / REPRESENTATIVE	Sergeant Robert Green, Motorcycle Training Detail (909) 732-3140
APPROVED BY (FLEET MANAGER)	Lt. Vance Duffy, C.F.M.B., veduffy@lasd.org (323) 881-3982
VENDOR NAME	LONG BEACH BMW MOTORCYCLES
VENDOR ADDRESS	2125 E. SPRING ST. LONG BEACH, CA. 90806
VENDOR PHONE #	562. 426. 1200
VENDOR REPRESENTATIVE	CHARLES BERTHON

### SPECIAL INSTRUCTIONS

The successful vendor must guarantee the per-unit bid price(s) for a period of twenty-four (24) months from the date of the awarded bid. The successful vendor shall allow the same price(s) to any additional participating agency that requests.

Motorcycles shall be of the make, model and mechanically equipped as tested and certified as High Speed Police Package Motorcycles during the Los Angeles County Sheriff Department's most recent annual "Law Enforcement Motorcycle Test and Evaluation Program."

The delivery date of the completed unit(s) / motorcycle(s), may not exceed 45 days from the date the bid is awarded.

## **WARRANTY**

1. Warranty to be standard manufacturer's warranty as supplied with all "police package" motorcycles sold by manufacturer, to be a minimum of 39 months or 60,000 miles.
2. Warranty work will be performed at a dealership in the area in which the motorcycle is assigned.
3. To insure the Department is afforded the maximum warranty time period for each motorcycle put into service, the bid awarded Dealer must allow and coordinate with the Los Angeles County Sheriff's Department Fleet Manager, an "as needed or requested" staggered delivery schedule of completed motorcycles.
4. Use of other than original equipment parts will not void warranty.
5. Warranty card to be delivered to Sheriff's Fleet Management Unit.
6. All motorcycle components substituted or changed after bid is awarded, and any component deviations initiated at the discretion of motorcycle manufacturer and/or dealer, must be warranted by the manufacturer for parts replacement and parts installation.

## **EMISSION STANDARDS**

1. Manufacturer's Standard Equipment and all devices necessary to comply with the Federal Motor Vehicle Safety Standards will be included.
2. Motorcycle must comply with all Federal Emission Standards on crankcase, exhaust, and applicable California State laws on crankcase and fuel emissions.

## GENERAL SPECIFICATIONS AND STANDARDS

1. All equipment furnished will be subject to the approval of the Purchasing Agent, Director of Internal Services Department and the using Department.
2. The frame, body, finish, and fittings shall be the latest model. They shall be new and not have been used in demonstrator or other service, and shall be factory standard in all respects and not in conflict with any specification requirements.
3. All standard equipment is to be included on the motorcycle as listed in the current model year brochure.
4. Trade names mentioned in these plans and specifications are not restrictive and are given only to indicate the type of material which will be acceptable. When furnishing other than these trade name items, they must be of equal or better quality, must be indicated in bidder's proposal, and must be approved by the Los Angeles County Sheriff's Department's Fleet Manager.
5. All deviation(s) or component change(s) after the bid has been awarded must first be proceeded by notification to the Sheriff's Department Fleet Management Unit and acceptance/approval must be granted by the Sheriff's Department's Fleet Manager or his/her designated representative.
6. Two (2) copies of the *Maintenance Service Manual* and Two (2) copies of the electrical wiring diagram manuals must be furnished for each unit delivered, by the successful bidder(s) within 45 days of the receipt of the Purchase Order or payment will be delayed. In addition, one (1) copy for each unit, of any/all *Technical Bulletins* pertaining to selected motorcycle shall be provided in a timely manner.
7. Bidders shall submit detailed literature of the motorcycle they propose to furnish.
8. Failure to submit this information is sufficient cause for rejection of bid.
9. Dealer shall furnish Dealer's Bill and of Sale in the name of:  
Los Angeles County Sheriff's Department  
1277 North Eastern Avenue  
Los Angeles, California 90063.
10. Successful bidder shall provide within fifteen (15) days verification of dealer order. Verification is to be forwarded to the Sheriff's Department Fleet Manager.
11. Dealer shall furnish a list of all specialized tools and equipment needed for the repair of the motorcycle and/or any related components.

## **DELIVERY**

1. The motorcycles delivered to the Los Angeles County Sheriff's Department by the successful bidder will be identical in every detail.
2. Motorcycles will have the dealer preparation service work, normally performed by the dealer, completed before delivery.
3. Dealer preparation shall include the removal of all stickers, transport papers, etc., that are adhered to any portion of all motorcycles. Motorcycles shall not be delivered with any type of license plate frame or placard identifying the dealer's name.
4. The initial delivery date of the completed motorcycles may not exceed 45 days from the date the bid is awarded. All follow-up staggered delivery dates shall not exceed 30 days.
5. Prior to delivery acceptance, any vendor/dealer located outside the State of California must have previously paid all applicable State of California and/or Los Angeles County sales tax(s). Documentation "proof of payment" must be supplied at time of delivery.
6. Dealer to furnish invoice at time of delivery for each motorcycle received.
7. Motorcycles, upon delivery, will be ready for service.
8. Motorcycles will be delivered with a full tank of fuel.

## LIQUIDATED DAMAGES

All time limits stated in the Purchase Order are critical and mandatory. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful bidder and the Los Angeles County Sheriff's Department that:

A delay in delivery would seriously affect the public and the operation of the Los Angeles County; that a reduction in the unit price of twenty-five dollars (\$25) per calendar day for each and every day for each unit which exceeds the delivery time set forth in the Purchase Order is the nearest measure of damages for each delay that can be fixed at this time, therefore, the County and the successful bidder hereby establish said reduction in the unit price of twenty-five dollars (\$25) per calendar day for each and every day of delay for each unit as *liquidated damages* and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful bidder on or before the time specified in the Purchase Order.

Liquidated damages shall not apply to time elapsing between date of delivery and date of notification to the successful bidder or rejection of sub-specification material. The above conditions may be invoked if deliveries exceed the specified time or if replacement of material not meeting specifications exceed the specified time.

Should the successful bidder be obstructed or delayed in the work required to be done herewith by changes in the work or by default, act, or omission of the Sheriff's Department, or by strikes, fires, acts of God, or by the inability to obtain materials, equipment or labor due to Federal Government restrictions arising out of the defense or war program, then the time of completion shall be extended for such periods as may be agreed upon by the Sheriff's Department and the successful bidder.

If there is insufficient time to grant such extensions prior to completion date of the contract, the Sheriff's Department may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.

In the event that the successful bidder is on strike at the time of the award of the bid, the Sheriff's Department reserves the option to accept the first acceptable bid from a manufacturer that is not on strike.

**SPECIFICATIONS – SHERIFF’S HIGH SPEED, BLACK AND WHITE,  
POLICE PACKAGE, 2 WHEELED MOTORCYCLE**

**BIDDER INSTRUCTIONS**

*Bidders will use box provided at left margin. A check mark therein will be considered by the Sheriff’s Department as indication that bidders are meeting or exceeding that portion of the specification. Any deviations of specifications are to be noted by the bidder to right or specification form under Bidder’s Exceptions. Any equivalent substitution of specified items or parts, must be with the prior approval of the Sheriff’s Fleet Manager.*

<b>CHASSIS</b>		<b>BIDDERS EXCEPTIONS</b>
<p><u>Frame</u></p> <p><input checked="" type="checkbox"/> Carbon steel tubing, designed and constructed to enhance stability and handling characteristics with law enforcement equipment installed.</p> <p><input checked="" type="checkbox"/> Hydraulic front forks, designed to permit the shortest possible turning radius.</p> <p><input checked="" type="checkbox"/> Swing-arm rear suspension.</p> <p><input checked="" type="checkbox"/> Frame, forks, springs, and shock absorbers shall be adequate to handle the weight of the motorcycle, saddlebags, rider and all related police equipment and radio gear.</p> <p><input checked="" type="checkbox"/> The minimum load carrying capacity of the motorcycle (as delivered) shall be no less than 400 pounds (GVWR minus un-laden weight prior to installation of any Los Angeles County Sheriff’s Department specific equipment).</p>		
<p><u>Layout</u></p> <p><input checked="" type="checkbox"/> Shaft driven rear wheel drive.</p> <p><input checked="" type="checkbox"/> 63.4 degree rake.</p> <p><input checked="" type="checkbox"/> 4.3 inches castor trail.</p>		

**SPECIFICATIONS – SHERIFF’S HIGH SPEED, BLACK AND WHITE,  
POLICE PACKAGE, 2 WHEELED MOTORCYCLE**

CHASSIS (continued)		BIDDERS EXCEPTIONS
	<u>Wheel base</u> <input checked="" type="checkbox"/> 58.4 inches.	
	<u>Suspension</u> <input checked="" type="checkbox"/> Front forks to be hydraulic design. Fork pre-load shall not be gas pressure adjustable. <input checked="" type="checkbox"/> Special front shock strut police application, with 4.7 inches of travel. <input checked="" type="checkbox"/> Rear shall be swing arm, with integral coil springs and hydraulic/gas shock absorber(s). Special travel-dependent damping system, with 5.3 inches of travel. <input checked="" type="checkbox"/> Rear shock absorber(s) shall have provision for adjustment to accommodate rider’s height and weight	
	<u>Handlebars</u> <input checked="" type="checkbox"/> Handlebars shall be constructed of an aluminum alloy. <input checked="" type="checkbox"/> The handlebars shall be positioned such as to allow the operator to sit in an upright, in a comfortable vertical position, with both hands easily reaching the grips. <input checked="" type="checkbox"/> Movement of the handlebars shall be free and unrestricted, to include, manufacture’s structural design(s), windshield/faring and/or any accessory equipment. <input checked="" type="checkbox"/> Throttle control shall be located on the right handlebar, there shall be no lost motion or play and it shall return to idle when hand is released from the grip. <input checked="" type="checkbox"/> Clutch hand lever shall be located on the left handlebar and have adjustment for the size of the operator’s hand.	

**SPECIFICATIONS – SHERIFF’S HIGH SPEED, BLACK AND WHITE,  
POLICE PACKAGE, 2 WHEELED MOTORCYCLE**

<b>CHASSIS (continued)</b>		<b>BIDDERS EXCEPTIONS</b>
<p><u>Brakes</u></p> <p><input checked="" type="checkbox"/> Disk brakes required on both front and rear.</p> <p><input checked="" type="checkbox"/> All brakes shall be controlled by hydraulic systems.</p> <p><input checked="" type="checkbox"/> Rear wheel brake shall have an independent brake control.</p> <p><input checked="" type="checkbox"/> Anti-lock brake system (ABS) required.</p> <p><input checked="" type="checkbox"/> Front wheel shall have dual disc type brakes, hand operated from the right handlebar. The hand lever shall be adjustable to accommodate the size of the operator’s hand.</p> <p><input checked="" type="checkbox"/> Rear wheel shall be a single disk type brake, foot pedal operated. The pedal shall be located on the right side of the motorcycle.</p> <p><input checked="" type="checkbox"/> Hydraulic hoses and metal lines shall be mounted and protected in such a manner so as to prevent them from becoming damaged due to chafing, rubbing, or vibration.</p> <p><input checked="" type="checkbox"/> Brake lines and calipers shall be located away from exhaust heat.</p> <p><input checked="" type="checkbox"/> Brake performance capacity.*</p> <p align="center">* Brake material must be exactly as tested and certified during the most recent L.A.S.D. Law Enforcement Motorcycle Test and Evaluation Program.</p>		
<p><u>Wheels and Tires</u></p> <p><input checked="" type="checkbox"/> 17 inch die cast aluminum wheels.</p>		

**SPECIFICATIONS – SHERIFF’S HIGH SPEED, BLACK AND WHITE,  
POLICE PACKAGE, 2 WHEELED MOTORCYCLE**

<b>DRIVE TRAIN (continued)</b>		<b>BIDDERS EXCEPTIONS</b>
<u>Engine (continued)</u> <input checked="" type="checkbox"/> Single muffler/exhaust system. <input checked="" type="checkbox"/> Accessories to be identical on all motorcycles delivered.		
<u>Transmission</u> <input checked="" type="checkbox"/> Constant mesh six (6) speed. <input checked="" type="checkbox"/> Single disc dry clutch.		
<u>Drive Shaft</u> <input checked="" type="checkbox"/> Maintenance free shaft drive. <input checked="" type="checkbox"/> 1:2.75 shaft ratio.		
<u>Fuel Tank</u> <input type="checkbox"/> 7.1 gallon tank with a 1 gallon reserve.		6.6 gallon
<b>ELECTRICAL</b>		
<input checked="" type="checkbox"/> Two (2), 12 volt, negative ground, gel, 19AH, maintenance free batteries. <input checked="" type="checkbox"/> Linked dual battery system for recharging both batteries simultaneously from a single alternator during normal engine operation. <input checked="" type="checkbox"/> One (1) battery shall be dedicated to the operation of the motorcycle and the anti-lock brake system.		

**SPECIFICATIONS – SHERIFF’S HIGH SPEED, BLACK AND WHITE,  
POLICE PACKAGE, 2 WHEELED MOTORCYCLE**

FACTORY INSTALLED ACCESSORIES (continued)	BIDDERS EXCEPTIONS
[✓] One (1) cable for heated seat.	
[✓] Tire Pressure Monitoring system (TPM).	
[✓] One (1) manufacturer battery charger II with power socket harness-fused.	
[✓] One (1) radio power plug connector.	
[✓] One (1) accessory power pigtail.	
[✓] One (1) low band antenna mounting bracket with support struts.	
[✓] One (1) radio speaker pigtail.	
[✓] One (1) front 12 volt power outlet (lighter style).	
[✓] Three (3) red Optix LED lights.	
[✓] Five (5) blue Optix LED lights.	
[✓] Two (2) amber Optix LED light.	
[✓] Two (2) white Optix LED lights.	
[✓] One (1) supplementary LED brake light, license plate light.	
[✓] Two (2) supplementary LED turn signal lights.	
[✓] One (1) exterior blue Optix LED light.	
[✓] One (1) exterior amber Optix LED light.	
[✓] One (1) auxiliary LED mounting bracket.	

**SPECIFICATIONS – SHERIFF’S HIGH SPEED, BLACK AND WHITE,  
POLICE PACKAGE, 2 WHEELED MOTORCYCLE**

FACTORY INSTALLED ACCESSORIES (continued)	BIDDERS EXCEPTIONS
<p><input checked="" type="checkbox"/> Wiring loom for Sheriff’s Department Radio (<i>the loom shall be supplied by Sheriff’s Department</i>).</p> <p><input checked="" type="checkbox"/> One (1) locking side-stand leg.</p> <p><input checked="" type="checkbox"/> One (1) locking side stand mount.</p> <p><input checked="" type="checkbox"/> One (1) helmet lock, “Motion Pro” mod# 06-1005.</p> <p><input checked="" type="checkbox"/> One (1) ticket book box.</p>	
<b>COMMUNICATIONS ACCESSORIES</b>	
<p><input checked="" type="checkbox"/> PVP Communications Motorcycle Kit – Model # PVXPL-RT12A-C3/XM.</p> <p><input checked="" type="checkbox"/> PVP Communications Helmet Kit- Model # PVHK-736MR10-D/XM. Helmet Kit to be installed by PVP Communications.</p>	

**SPECIFICATIONS – SHERIFF’S HIGH SPEED, BLACK AND WHITE,  
POLICE PACKAGE, 2 WHEELED MOTORCYCLE**

KEYS AND ENTRY SYSTEMS(S)	BIDDERS EXCEPTIONS
<p><input checked="" type="checkbox"/> Single-key locking system on all motorcycles, to include ignition, saddlebags, radio box and any other lockable compartment.</p> <p><input checked="" type="checkbox"/> All motorcycles provided with four (4) keys. <i>Aluminum keys are not acceptable.</i></p> <p><input checked="" type="checkbox"/> Remote buttons must be functional only when ignition is on (ignition powered.)</p>	
SPECIALITY ITEMS AND INSTRUCTIONS	
<p><input checked="" type="checkbox"/> Motorcycles to be equipped with radio interference suppression package, meeting Los Angeles County Sheriff’s Department described specifications.</p> <p><input checked="" type="checkbox"/> Prior to delivery, each motorcycle shall be “pre-wired” with the appropriate radio wiring loom that will accommodate (<i>plug &amp; play</i>), the Los Angeles County Sheriff’s Department radio(s). <i>Looms shall be supplied to the successful bidder by the Sheriff’s Department.</i></p> <p><input checked="" type="checkbox"/> Motorcycles to be delivered with a full tank of fuel</p> <p><input checked="" type="checkbox"/> The successful bidder shall have a shop space sufficient to accommodate the entire order of motorcycles to be outfitted to the specifications outlined by the Los Angeles County Sheriff’s Department.</p> <p><input checked="" type="checkbox"/> All motorcycles shall be completely outfitted by the manufacturer/dealer, with all related Emergency Vehicle Equipment prior to delivery.</p>	

**SPECIFICATIONS – SHERIFF’S HIGH SPEED, BLACK AND WHITE,  
POLICE PACKAGE, 2 WHEELED MOTORCYCLE**

**DELIVERY:**

Los Angeles County Sheriff’s Department  
Fleet Management Unit  
1104 N. Eastern Avenue, Door #50  
Los Angeles, CA 90063  
(323) 267-3016

**SPECIAL INSTRUCTIONS:**

Upon delivery no dealer decals or license plate identifiers.

**Dealer shall notify Sheriff’s Department Fleet Unit a minimum of 24 hours prior to delivery. Motorcycle(s) will not be accepted after 2:00 pm.**

Prior to delivery acceptance, any vendor/dealer located outside the State of California must have previously paid all applicable State of California State and/or Los Angeles County sales tax(s).

All State of California Department of Motor Vehicle paperwork, and invoicing MUST accompany each motorcycle at time of delivery. There shall be one invoice per motorcycle.

At time of delivery, all motorcycles MUST meet all specifications as written, NO EXCEPTIONS.

At time of delivery, dealer shall furnish *Dealers Report of Sale* in the name of:

LOS ANGELES COUNTY SHERIFF’S DEPARTMENT  
1277 N. EASTERN AVENUE  
LOS ANGELES, CA 90063

**Vendor Information**

**Vendor ID Number :** 13644401

**Company Name :** LONG BEACH BMW MOTORCYCLES

**Main Address :** 2125 E SPRING ST  
LONG BEACH, CA 90806

**Phone Number :** (562) 426-1200 Ext:203

**800 Number :**

**Contact :** Charles J Berthon

**Contact Title :** General Manager

**Email Address :** charlesb@lbbmwmotorcycles.com

**Certified Local Small Business # :** 1000692 **Begin Date :** 12/28/2012 **Expire Date :** 12/31/2013

[Back to Last Window](#)

# The 2013 R 1200 RT-P

Still Your Best Long-Term Value!

BMW Motorrad  
USA



Police Motors



**BMW continues class-leading balanced performance.**

- ✦ **Dual overhead cam engine provides more torque with less maintenance!**
- ✦ **Improved fairing and windshield design for greater rider comfort!**
- ✦ **Special handlebar controls and police switch gear provide more functions as standard equipment!**
- ✦ **Special instrument cluster cover for reduced glare / reflections!**
- ✦ **Police cruise lights and alley lights as standard equipment!**
- ✦ **Best fuel economy of any large police motor resulting in dramatically lower operating costs!**

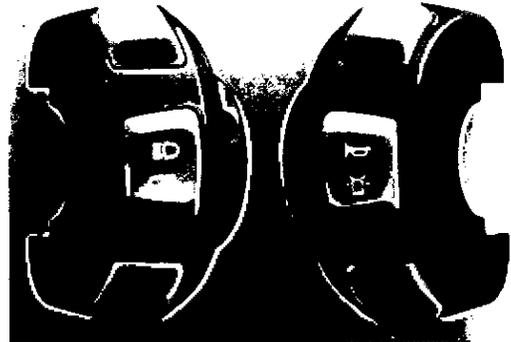
# The 2013 R 1200 RT-P

## Most Significant Changes

The R 1200 RT-P gains many benefits from the updating of the civilian "sister" model in 2010. Changes include revised body side knee panels, radiator cowling, revised fairing lowers, fairing color panels, front turn signals, clear TS lenses, windshield, windshield support, instrument panel dashboard and instrument "mask." The handlebar brake and clutch assemblies and control switches are completely new, with a new turn signal switch. The engine benefits from a dual overhead camshaft cylinder head and optimized exhaust system to boost torque while running middle-grade\* fuel. Engine cooling is optimized with an enlarged radiator.

Special police switches provide all requested functions in a glove-friendly, waterproof sealed switch design. Each unique function has an LED light to indicate when the function is being used.

Left Switch	Right Switch
• Cruise Lights	• Headlight Off
• Left Alley Light	Siren
• Right Alley Light	• Emergency Lights
• TDL On Continuous	• 2-Way Rear Flashers
• TDL / Wig-Wag	Gun Lock Release



Cruise lights and alley lights are now standard equipment / functions. Simply use a white light element in the front side LED emergency lights which act as alley lights when desired. Cruise lights illuminate front and rear emergency lights in steady burn mode @10% power to mark motor location w/o distraction.

Electronic locking gun mount lock switch, lock connection & gun lock timer are pre-wired. Pre-wired moving radar battery +, switched power, ground & VSS are also standard. A new radio power point connection provides "clean" battery and switched power as well as ground to enable radio wake-up with ignition. Two additional 4A power circuits (one switched / one constant) are available for video or other accessories.

\*Performance is increased slightly w/premium (91 AKI vs. 89 AKI)

The BMW LED Take-Down Light system is pre-wired including the handlebar switch. The LED TDL system can wig-wag during code runs as well as illuminate violator stops or use for enhanced daytime visibility!



# The 2013 R 1200 RT-P

## Your Best Long-Term Value!

BMW Police Motors are being utilized by more than 450 agencies in the US, including the three largest US fleets operated by the California Highway Patrol, Los Angeles Police Department and Los Angeles Sheriff's Department. BMW has always focused on providing the best police motor with the features that agencies want and use. BMW police motors are supplied with a much higher level of standard equipment than our competitors, which is why you need to look carefully at what features you specify in your RFQ's when comparing price and value. **No police motor sold today has a higher level of standard equipment than the BMW ... you have told us what you use and need ... and BMW supplies it!** This means significantly lower up-fitting costs as well as greater utilization and reliability for your agency.



Oklahoma Highway Patrol

### Added Value from BMW R 1200 RT-P Motors:

- Standard: Locking integrated Radio Box with wiring ports and ground plate.
- Standard: Police-specific top-opening saddlebags with glove-friendly latch and optional work bag liner.
- Standard: Thermostatically-controlled larger oil cooler radiator with computer-controlled fan.
- Standard: Special low first gear (9% lower) and 1:2.75 rear drive ratio for optimal patrol gearing.
- Standard: Corrosion-resistant stainless steel front and rear protection bar system.
- Standard: Linked dual 19 Ah maintenance-free batteries with 8 separately fused police circuits.
- Standard: Highest electrical output with 52A (720W) alternator producing 27A at idle!
- Standard: Four-way emergency flashers as well as two-way rear flashers, blue license plate ID lights.
- Standard: Center stand allowing easier maintenance such as tire changes, cleaning, etc.
- Standard: Wind tunnel optimized full fairing providing superior air management / comfort (no engine heat).
- Standard: All lights "off" switch with dimmable dashboard information display.
- Standard: Cruise lights for dimmed front and rear emergency light illumination.
- Standard: Alley light switch enables independent illumination of L or R front side LED light.
- Standard: Integrated fairing-mounted speakers for radio & radar, pre-wired below radio box.
- Standard: Clean radio power circuit with disconnect below radio box (battery +, ignition +, ground).
- Standard: Accurate digital police speedometer with pace-lock display.
- Standard: VSS speed signal plug for moving radar.
- Standard: Three-tone siren system (wail/yelp/hyper-yelp), air horn, public address and radio rebroadcast.
- Standard: Cutting-edge BMW/Code 3 LED emergency lighting system controller & housings.
- Standard: Electrically-adjustable windshield, adjustable seat height, adjustable brake, clutch & shift lever.
- Standard: Full radio interference suppression system.
- Standard: Gun lock release handlebar switch and pre-wired harness for lock and adjustable timer.
- Standard: Pre-wired moving radar connection (VSS, battery+, switched power +, ground)
- Standard: Pre-wired map light connection plug.
- Standard: Pre-wired constant and switched-power 4A circuits for computers, printers or video systems.
- Standard: Side stand holds motorcycle on grades up to 9% without locking mechanism.
- Standard: Optimized suspension and tires (passes CHP & LASD run-flat protocol) specifically for police service.
- Standard: Partial-integral ABS braking system with independent rear wheel brake control.
- Standard: The largest fuel tank (6.6 gal) with dramatically better fuel economy and range ≥300 miles.
- Standard: The longest service intervals (6,000 miles) for oil change / maintenance.
- Standard: The most comprehensive warranty covering all BMW supplied equipment, not just the motorcycle, enables your authorized BMW dealer to keep your motors on the road with less down-time.

## Optional Value from BMW R 1200 RT-P Motors:

BMW provides the most comprehensive assortment of options specifically designed for BMW motors, from simple map lights to electric locking assault rifle mounts. BMW designs these options to enable agencies to professionally mount the specialized equipment that we know they need and use, enabling everything to work properly. Additionally, these specially designed mounts greatly reduce the installation time over "universal" mounts (universal means it doesn't fit anything properly), making the final package more affordable. All options are warranted by BMW to fit and function properly! A detailed listing of available options is in this information sheet.

Many recent entrants to the police motor arena have made claims of being much less expensive, but when the bidding is over and the dust settles, those motors are usually similar in price or even more expensive than the BMW with far less standard equipment and higher operating costs! Don't be fooled by the newcomers!

## How Important is Fuel Economy?

The fuel economy (or lack thereof) is an increasingly important aspect of the operational cost of police motorcycles. What is illuminating is the significant additional cost of operation with specific motors. Often, motor purchases are decided with minimal differences in price without consideration to the effect of operational cost, yet these costs can dwarf the variance between competing bids. See at right one more reason why BMW Police Motors are the best long-term value for your agency.

\* The 2012 R 1200 RT-P can be operated on middle-grade 89 AKI fuel.

\*\*All MPG data results from the LASD 2011 Vehicle Test Report, where fuel consumption was monitored on fully equipped police motorcycles, ridden on specific routes to simulate typical police riding style and real world situations, including violator stops, etc.

Estimates based on mid-grade 89\* AKI fuel.

Fuel Price \$ 4.63

Estimates based on premium 91 AKI fuel.

Fuel Price \$ 4.83

	BMW G 650 GS-P	BMW R 1200 RT-P*	Honda ST1300 PA9	H-D Road King	H-D Electra Glide	Kawasaki ZG1400
Police MPG**	49.9	38.4	36.1	36	35	29
Miles	Estimated Fuel Cost					
20,000	\$ 1,856	\$ 2,411	\$ 2,676	\$ 2,683	\$ 2,760	\$ 3,331
40,000	\$ 3,711	\$ 4,823	\$ 5,352	\$ 5,367	\$ 5,520	\$ 6,662
60,000	\$ 5,567	\$ 7,234	\$ 8,028	\$ 8,050	\$ 8,280	\$ 9,993
80,000	\$ 7,423	\$ 9,646	\$ 10,704	\$ 10,733	\$ 11,040	\$ 13,324
100,000	\$ 9,279	\$ 12,057	\$ 13,380	\$ 13,417	\$ 13,800	\$ 16,655
Miles	Estimated Cost Difference from R 1200 RT-P					
20,000	\$ (556)	\$ -	\$ 264	\$ 272	\$ 349	\$ 920
40,000	\$ (1,111)	\$ -	\$ 529	\$ 544	\$ 697	\$ 1,839
60,000	\$ (1,667)	\$ -	\$ 793	\$ 816	\$ 1,046	\$ 2,759
80,000	\$ (2,223)	\$ -	\$ 1,058	\$ 1,088	\$ 1,394	\$ 3,678
100,000	\$ (2,779)	\$ -	\$ 1,322	\$ 1,359	\$ 1,743	\$ 4,598

Your actual mileage may vary from the results above.  
NA = information not available.



### Contact Information:

BMW Motorrad USA  
Frank Stevens, Authority Program Manager  
frank.stevens@bmwna.com (201-264-0084 Cell)

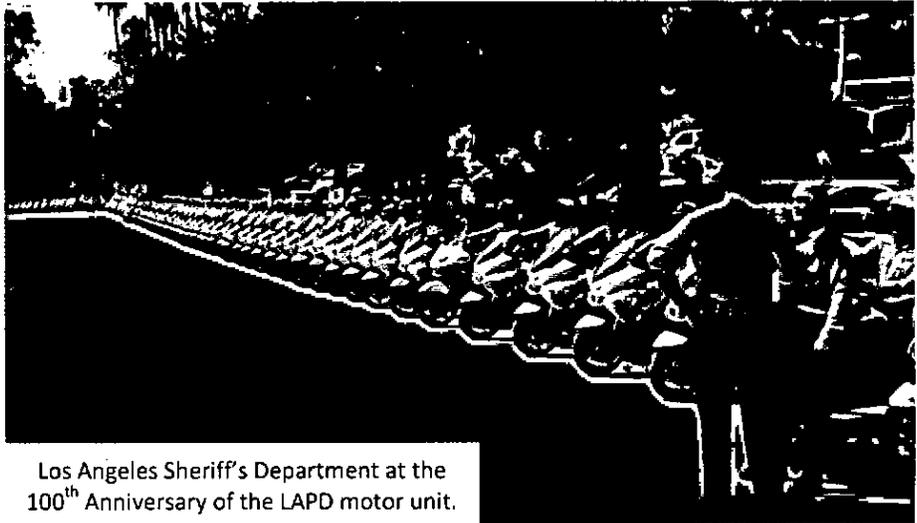
Chuck Downing, Authority Representative – West  
(Retired CHP motor sergeant)  
crd3549@sbcglobal.net (916-205-7376 Cell)

Dick Rothermel, Authority Representative – East  
(Retired MSP motor sergeant)  
RBR972MSP@aol.com (517-420-4668 Cell)

## Why Doesn't BMW Lease for Shorter-Terms?

BMW builds their police motors with the intention of them being used as police motors for their entire life ... a term much longer than 12-24 months. A very high level of special standard equipment and features are built into every BMW police motor, which makes them more valuable to police agencies. BMW motors come fully equipped with lights, siren, high performance electrical system, cooling system, radio preparation, as well as other special equipment requested. This saves the agency time and money otherwise required to separately purchase and install equipment, remove / trade that equipment with each change of motors, and hope that the separately sourced equipment is compatible. BMW provides agencies with a turnkey program with a fully equipped unit delivered ready-to-go. With a warranty and service intervals that are longer than our competitors, BMW motors can actually cost less to lease & operate when purchased with a long-term view, yet provide the agency with a much higher level of reliability, safety and comfort.

BMW's largest US customer (the California Highway Patrol) rides their motors to 100,000+ miles! Most motor fleets average between 7,000 to 12,000 miles per year, so there is little reason to plan changing motors every two years. Longer-term use enables fuller utilization of the asset; you only pay to up-fit once, including striping / lettering, radio / communications, radar / computers / etc. Additional benefits include the option of owning the motor at the end of the lease (most BMW leases are 60-months with \$1.00 buy-out), so your motor program can survive with less funding during these tough economic times.



Los Angeles Sheriff's Department at the 100<sup>th</sup> Anniversary of the LAPD motor unit.

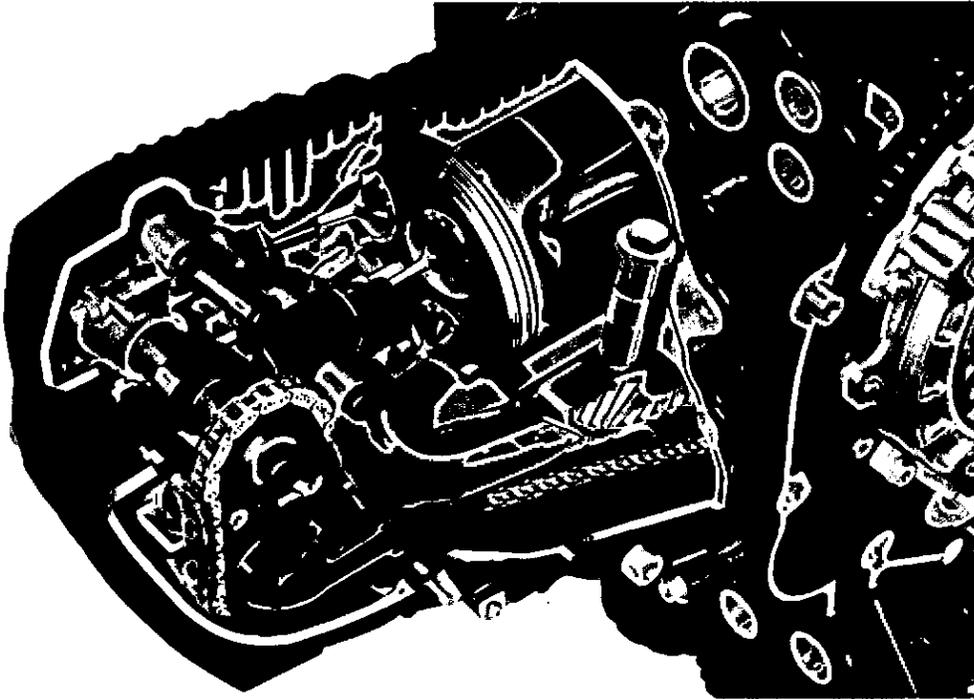
When developing bid specification, agencies should account for the various hidden costs that may otherwise cause bids to understate the true cost of placing motors into service. You can download a modifiable MSWord bid specification at [www.bmwmc.net](http://www.bmwmc.net).

### Some of the many hidden costs associated with short-term leases from other manufacturers are:

(not counting the cost-difference for fuel each month or differences in equipment level)

Lease Cost for Competitors	+ Monthly \$
Costs to decal and letter each motorcycle (\$250 - \$600 / 24 mo)	\$10 - \$25
Cost to purchase and outfit each new police motor with emergency light / battery packages (\$3,000 / 60 mo)	\$50
Additional cost of radio box (standard on BMW) (\$1,500 / 60 mo.)	\$25
Cost to install and later remove police equipment (10-18 hrs @ \$80 per hr. / 24 mo.)	\$33-\$60
Cost to repair / replace minor cosmetic damage, etc. that may not otherwise require replacement (\$240 - \$480 / 24 mo.)	\$10-\$20
<b>Additional Monthly Costs Outside of Lease Payment</b>	<b>\$128-\$180</b>
<b>Typical BMW R 1200 RT-P Monthly Payment</b>	<b>\$410</b>
<b>Competitor Monthly Lease Should be Less Than</b>	<b>\$230 - \$282</b>

## What's Up With BMW's Clutch?



BMW utilizes a different clutch system than some of our competitors. BMW's clutch is a hydraulic (self-adjusting) single-plate dry clutch as used in cars and trucks ... well proven for long life. Our competitors utilize a multi-plate wet clutch, which runs in an oil bath.

The primary difference between the two designs is that the dry clutch operates at the end of the engine crankshaft before the primary gear reduction. The wet clutch design operates after the primary gear reduction. Meaning, that for a given RPM on a dry clutch design, the same RPM on a wet clutch design will be turning that wet clutch

surface approximately half as fast (feet-per-second at the plate surface). Conversely, if you have been trained to ride a wet clutch motor, you will need to greatly reduce the RPM on the dry clutch motor to keep from over-heating it. How long would any wet clutch last if you grey-area slipped that clutch at 5,000 rpm?

Furthermore, the unique BMW opposed-twin engine design enables the motor to pull itself at idle with no throttle in either first or second gear. Consequently, the motor works best at slow rpm grey area operation below 2,000 rpm. Most fleets that have received indoctrination training have experienced no clutch issues and are seeing clutch life as high as 60,000 miles! Lastly, the BMW warranty covers the clutch for wear in the first 12 months while your officers acclimate to the motor!

## BMW provides an 8-hour indoctrination training class for all purchasers of BMW police motors free-of-charge.



Michigan State Police receiving indoctrination training from Dick Rothermel

Experience has shown that when motor officers fully understand how to utilize every feature of the motor, their agency will receive the full benefit of their investment. Additionally, if your agency has experienced significant turn-over of your motor staff and would like refresher training, contact us and we will schedule another 8-hour training session for your officers or training staff.

## BMW provides 40-hour service maintenance training classes at our Ontario, CA BMW Training Center free-of-charge to the agency.

This class is specifically tailored to agency technicians who wish to fully maintain the motor as well as perform supplementary work such tire changes, clutch replacement, etc. BMW also offers 40-hour training on the BMW MOSS diagnostic tester system for agencies with larger fleets that can justify the acquisition of a diagnostic tester. The training enrollment form can be found under the training tab on the BMW Police Motors website at [www.bmwmc.net](http://www.bmwmc.net).

## R 1200 RT-P Options / Equipment Listing

### Standard Color Choices

Night Black & Alpine White III (753)

Alpine White III (751)

Night Black (716) (Special Order)

Other Colors Available via Special Order

### Production Selectable Options

Heated Grips (519)

TPM (Tire Pressure Monitoring) (530)

Safety Pkg = TPM + ASC (Traction Control) (430)

### Emergency Light Options (inside Pods)

Red Optix LED Light

Blue Optix LED Light

Amber Optix LED Light

White Optix LED Light

Duplex Rear Light Bracket

Rear LED Double-Up Kit

Supplementary LED Turn Signals

Supplementary LED Brake/Tail Light

### Exterior Emergency Light Options

Ext. LED Mount Rear (dual)

Ext. LED Mount Front Forward L & R

Ext. LED Mount Front Side L & R

Ext. LED Front Wiring Harness

Exterior Red Optix LED

Exterior Blue Optix LED

Exterior Amber Optix LED

Exterior White Optix LED

Photocell Assembly for Ext. Rear LED's

Ext. Brake/Tail LED Light (license plate mount)

Ext Brake/Tail LED Light (high interference)

Red LED Series 10 License Plate ID Light

Take Down Lights

Take Down Light Controller

### Radar Options

Front 12v Power Outlet (lighter style)

Rear 12v Power Outlet (lighter style)

Radar Power/Speed Signal Pigtail

Kustom Eagle Display Head Mount

Kustom Raptor Display Head Mount

Kustom Eagle Front & Rear Antenna Mounts

Kustom Raptor Front & Rear Antenna Mounts

Kustom Raptor Radar Counter Mount (in radio box lid)

Kustom / Stalker Remote Mt

Stalker Dual (not waterproof) Display Head Mount

New Stalker DSR 2X Display Mount

Stalker Dual Waterproof Display Head Mount

Stalker Front & Rear Antenna Mounts

Kustom Talon Radar Gun Mount

LTI 20/20 Lidar Gun Mount

Kustom Pro-Laser 3 Lidar Gun Mount

Stalker II Radar Gun Mount

Decatur Genesis Radar Gun Mount

Stalker Lidar Gun Mount

CHP Stalker Controller Mt. (radio box lid)

Radar Connection Plug w/Terminals

Radio Speaker Connection Plug w/Terminals

### Other Convenience Options

BMW Navigator 4 GPS

GPS Mount

Extra Ignition Key

Map Light

Note Pad Holder

POLICE Decal Set

Front Flashlight Holder

Flashlight / PR24 Holder - Rear Mt.

Flashlight / PR24 Holder - Front Mt.

Rear Vertical Shotgun Mount

M4 Combat Assault Rifle Mount

Gun Lock Variable Timer

Low Seat - Not Heated

Heated Seat - Low

Heated Seat - Std.

Heated Seat Cable (required for above)

Rocker Cover Protectors

Chrome Rocker Covers w/Chrome Bolts

Tire Pressure Gauge

Saddlebag Liners (each)

Repair Manual DVD

BMW Battery Charger II

Power Socket Harness - Fused

Motorcycle Deluxe Cover

Ticket Book Box (1150 / 1200)

### Radio Options

Radio Power Plug Connector

Accessory Power Pigtail

Low Band Antenna Mounting

Low Band Antenna Support Struts

Antenna Base (175 - 460 MHz)

800 MHz Antenna Ground Plate

Radio Speaker Pigtail

Radio Head Sun Visor

Power Management Module

Radio Plug Connector for PMM Lead

PA Microphone & PA Cable Set

CHP Repeater Antenna Mount

CHP Low Band Antenna Mounting Plate

CHP Low Band Antenna Mount Struts

### Push-To-Talk Accommodations

PTT Remote Mounting Bracket

PVP Two-Hole Plate (smaller new switches)

PVP Two-Hole Plate (larger old switches)

Set Com Push Button Switch Plate

CHP / Set Com Toggle Switch Plate

### Side Stand Options

Locking Side Stand Complete

Side Stand "Kicker" Peg (for non-locking stands)

### Video Integration Options

L3 Mobile Vision Display Mount

L3 Mobile Vision Camera Mount

Kustom Road Warrior Display Head Mount

Kustom Road Warrior Camera Mount

Kustom Road Warrior Processor Mount - Radio Box

## Technical Specifications

<b>Engine Layout</b>	Air/oil-cooled flat twin ('Boxer') 4-stroke engine, two camshafts and four radially aligned valves per cylinder, central balancer shaft
<b>Bore x stroke</b>	101 mm x 73 mm
<b>Displacement</b>	1,170 cc
<b>Rated output</b>	110 hp (81 kW) at 7,750 rpm
<b>Max. torque</b>	89 ft-lb (120 Nm) at 6,000 rpm
<b>Compression ratio</b>	12.0 : 1
<b>Mixture control / engine management</b>	Electronic intake pipe injection / BMS-K+ digital engine management with overrun fuel cut-off, twin spark ignition
<b>Emission control</b>	Closed-loop 3-way catalytic converter, emission standard EU-3
<b>Cooling System</b>	Air / oil liquid cooled with separate cooling oil pump, thermostatically-controlled micro-cooled, large radiator with computer-controlled auxiliary fan drive
<b>Maximum speed</b>	125 mph (200 km/h)
<b>Fuel consumption</b>	57 mpg, at a constant 55 mph
<b>Fuel type</b>	Premium fuel 91 AKI (mid-grade 89 AKI with reduced performance)
<b>Alternator</b>	Three-phase alternator 720 W, 1.8:1 drive ratio w/free-wheel drive
<b>Alternator output</b>	52 Ah / 27 Ah at engine idle
<b>Battery, Main</b>	12 V / 19 Ah, maintenance-free
<b>Battery, Auxiliary</b>	12 V / 19 Ah, maintenance-free, with computer controlled charging relay
<b>Clutch</b>	Single dry plate clutch, hydraulic self-adjusting
<b>Gearbox</b>	Constant mesh 6-speed gearbox with helical gear teeth
<b>Drive System</b>	Shaft drive with integral torsion damper
<b>Frame</b>	Two-section frame consisting of front and rear sections, load-bearing engine-gearbox unit
<b>Front wheel location / suspension</b>	BMW Motorrad Telelever; stanchion diameter 35 mm, central spring strut
<b>Rear wheel location / suspension</b>	Cast aluminum single-sided swing arm with BMW Motorrad Paralever; WAD strut (travel-related damping), spring preload hydraulically adjustable (continuously variable) at hand wheel, rebound damping adjustable
<b>Suspension travel front / rear</b>	4.7/5.3 inches (120 mm/135 mm)
<b>Wheelbase</b>	58.4 inches (1,485 mm)
<b>Castor</b>	4.5 inches (116 mm)
<b>Steering head angle</b>	63.8°
<b>Wheels</b>	Cast aluminum wheels, MTH2 rim profile
<b>Rim, front</b>	3.50 x 17"
<b>Rim, rear</b>	5.50 x 17"
<b>Tires, front</b>	120/70 ZR 17 Dunlop Roadsmart
<b>Tires, rear</b>	180/55 ZR 17 73W Dunlop Roadsmart
<b>Brake, front</b>	Dual disc brake, floating brake discs, diameter 320 mm, four-piston fixed calipers
<b>Brake, rear</b>	Single disc brake, diameter 265 mm, double-piston floating caliper
<b>ABS</b>	BMW Motorrad Integral ABS (partial-integral)
<b>Length</b>	87.8 inches (2,230 mm)
<b>Width (incl. mirrors)</b>	36 inches (914 mm)
<b>Height (excl. mirrors)</b>	56.3 inches (1,430 mm)
<b>Seat height, wet weight</b>	32.2/33.1 inches (820/840 mm) low seat: 30.7/31.5 inches
<b>Weight, wet</b>	650 lbs (295 kg)
<b>GVWR</b>	1,091 lbs (495 kg)
<b>Payload including rider</b>	440 lbs (199 kg)
<b>Usable tank volume</b>	6.6 gallons (25.0 liters)
<b>Reserve</b>	Approx. 1 gallon (4.0 liters)
<b>Saddlebag volume</b>	23 liters each, top-opening
<b>Siren system</b>	100W BMW/Code 3 with wail, yelp, hyper-yelp, air-horn, RRB, PA
<b>Emergency lighting system</b>	BMW/Code 3 LED light system (maximum 20-600 mA light heads) with alternating flash sequence, channel segregation for front, front side, rear side, rear, auxiliary
<b>Alley lights</b>	Integrated alley light function utilizing steady-burn function for L/R front side LED
<b>Cruise lights</b>	Integrated cruise light function for front and rear facing LED emergency lights to steady-burn at 10% power output
<b>Take-down lights</b>	Optional 21W (3x7W) LED, with controller for steady-burn or wig/wag alternating flash with emergency light operation

## BMW Special Purchase Programs

### UP TO \$500 OFF FOR YOUR SERVICE.

This special program is available to those serving the community in the emergency services with the purchase of any new BMW motorcycle.

**ASK YOUR SALESPERSON ABOUT THE EMERGENCY SERVICES PURCHASE PROGRAM.**



For full details please contact your local BMW Motorrad USA dealer. Offer valid until December 31, 2013.  
©2013 BMW Motorrad USA, a division of BMW of North America, LLC.  
The BMW name and logo are registered trademarks.



BMW Motorrad appreciates the commitment of our men and woman providing emergency services and the sacrifice of our members of the military. Recognizing that riders have varying interest and styles, BMW Motorrad provides a special purchase incentive on every motorcycle in our line-up so that you can get the best deal on the motorcycle that appeals most to you. See your local authorized BMW Motorrad USA dealer, work your best deal on a new BMW motorcycle and then receive a special incentive - deducted from the deal at the time of purchase. Proof of service is required at the time of purchase, so make sure to alert the salesperson to your qualification for one of these programs.

### UP TO \$750 OFF FOR ACTIVE MEMBERS OF THE U.S. ARMED FORCES.

This special program is available to active members of the U.S. armed forces with the purchase of any new BMW motorcycle.

**ASK YOUR SALESPERSON ABOUT THE MILITARY MOTORCYCLE PURCHASE PROGRAM.**



For full details please contact your local BMW Motorrad USA dealer. Offer valid until December 31, 2013.  
©2013 BMW Motorrad USA, a division of BMW of North America, LLC.  
The BMW name and logo are registered trademarks.



**Limited Warranty - BMW R 1200 RT-P  
2013 Police Motorcycles  
(Valid only in the U.S.A.)**

BMW of North America, LLC ("BMW NA") warrants to the first retail Public Authority (Purchaser) and each subsequent Purchaser of 2013 U.S. specification R 1200 RT-P BMW Police motorcycles, imported by BMW NA, to be free of defects in materials or workmanship for a period of 36 months or 60,000 miles, whichever occurs first, commencing with the date the motorcycle is delivered to its first retail Purchaser, or, if the motorcycle is first placed in service as a BMW Press motorcycle, BMW Employee Lease motorcycle, BMW Motorcycle demonstrator, BMW Display motorcycle, BMW Fleet Motorcycle or BMW Motorcycle retailer demonstrator prior to sale at retail, on the date the motorcycle is first placed in such service.

To obtain service under this warranty, the motorcycle must be brought, upon discovery of the defect, to the workshop of any BMW Motorrad USA authorized motorcycle retailer. This motorcycle dealer will, without charge for parts or labor, either repair or replace the defective part(s) using new or authorized remanufactured parts. The decision to repair or replace said part(s) is solely the prerogative of BMW NA. Parts for which replacements are made become the property of BMW NA.

BMW NA makes no other express warranty on this product except the warranty as to the emission control system. **The duration of any implied warranty of merchantability, is limited to the duration of the express warranty herein. BMW NA hereby excludes incidental and consequential damages, including loss of time, inconvenience, or loss of use of the vehicle, for any breach of any express or implied warranty, including any implied warranty of merchantability that may be applicable to this product.** Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

This warranty is not applicable to Certified Pre-Owned (CPO) Motorcycles offered for sale under the BMW Certified Pre-Owned Motorcycle Program. A separate Certified Pre-Owned protection Plan, described in applicable CPO literature, outlines the coverage provided to BMW CPO Motorcycles under the CPO Protection Plan.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Any legal claim or action arising from any express or implied warranty contained herein must be brought within 12 months of the date it arises.

**Notwithstanding the above, the following items are warranted against defects in material and workmanship for the first 12 months:**

- Halogen headlight bulbs
- Paint, powder coat and chrome finishes

**Notwithstanding the above, the following items are warranted against "Service & Wear" for the first 12 months:**

- Clutch Plates

**Notwithstanding the above, the following items are warranted against defects in material and workmanship for the first 24 months:**

- Batteries

**This warranty does not apply to the following, except as noted above:**

**a. Maintenance Services** - This includes, but is not limited to, scheduled maintenance, such as oil changes, wheel balancing; mechanical adjustments or repairs which become necessary through normal wear and tear such as throttle body synchronization, poly V-belt adjustments or steering bearing adjustments; or periodic maintenance such as input and Paralever drive shaft spline lubrications.

**b. Service & Wear Items** - This includes, but is not limited to, the replacement of brake pads, linings and rotor assemblies, clutch plates, rear drive chain / belt and sprockets, spring strut dampers, steering head dampers, steering head, wheel and swing arm bearings and ball joints, incandescent bulbs, fuses, control cables, poly V-belt replacements, exhaust pipes and mufflers for discoloration of finish and rubber items such as hand grips, heated hand grips, foot rests, foot shift and control cable shields.

**c. Batteries** - Batteries that exhibit signs of neglect or overcharging.

**d. Tires** - Tires and tubes are warranted by their respective manufacturer for defects in materials and workmanship.

**e. Code 3 Emergency Products** - BMW NA has arranged with Code 3 Public Safety Equipment, Inc. ("Code 3") to allow authorized BMW motorcycle retailers to process valid Code 3 claims for warranty repair / replacement of Code 3 products; but only for Code 3 products supplied by BMW NA on new BMW police motors or originally distributed by BMW NA through the BMW parts system. Code 3 warranty duration is 5-years for LED's light heads, 3-years for siren amplifiers and LED flasher modules, 2-years siren speakers. Please refer to the warranty information provided with these products for further details.

**f. Other Emergency Lighting and Siren Systems** - These components manufactured by Whelen, Federal Signal and Unitrol are warranted by their respective manufacturer for defects in material and workmanship. Please refer to the warranty information provided with these products for further details or consult the BMW police motors website for the respective manufacturer's warranty / repair information at [www.bmwmc.net](http://www.bmwmc.net).

**g. Improper Fuel Usage** - Only use fuels advertised to have adequate detergency and low alcohol (maximum 10% ethanol) content. Please refer to your owner's manual for important information on the fuel recommended for use in your vehicle. Use of fuels with insufficient detergent and/or excess alcohol can cause drivability problems that necessitate cleaning intake valves and fuel injection valves, and, when applicable, adjusting the engine idle. We suggest having this work performed by your authorized BMW dealer, perhaps while regular maintenance is performed. Your BMW dealer can also recommend a gasoline additive that will provide sufficient detergency. While this recommended unscheduled maintenance is not required in order to maintain the emissions warranty, cleaning of the intake valves or, when applicable, fuel injection valves, or adjustment of engine idle, necessitated by use of inappropriate fuel, it is not covered by warranty because no defect in material or workmanship or component failure is involved.

**h. Failure to Service** - This includes, but is not limited to, damage attributable to failure to perform maintenance services at the specified intervals or in accordance with the instructions in the Rider's Manual and/or Service & Technical booklet. Proof must be provided either by a paid invoice copy or filling in the appropriate boxes in the Service & Technical booklet.

**i. Damage** - This includes, but is not limited to, damage resulting from negligence, improper treatment, the installation and use of side cars, three wheel conversions, trailer hitches, the towing of trailers of any description, accidents or improper accident damage repairs, corrosion from road salts, battery acid, cleaning agents, environmental influences, or treatment contrary to the Rider's Manual and/or Service and Technical booklet.

**j. Non-BMW Parts** - Damage to a component or assembly due to the installation of replacement parts with specifications that differ in any material respect from Original BMW Parts.

**k. Towing** - Limited towing assistance is available through the BMW Motorcycle Roadside Assistance Plan.

**The warranty shall be null and void if:**

1. The motorcycle is used in any competitive events.
2. The motorcycle has been declared a total loss or sold for salvage purposes.
3. If the Vehicle Identification Number has been altered or cannot be read.
4. Any performance accessories or components attached to the vehicle which alters the original engineering and/or operating specifications which results or may result in damage to other original components.

