



AGENDA REPORT

Meeting Date: February 7, 2012
Item Number: F-11
To: Honorable Mayor & City Council
From: Fred Simonson, Maintenance Operations Manager *Fres.*
Rene Biadoma, Fleet Manager *RB*
Subject: APPROVAL OF A PURCHASE ORDER TO LONG BEACH BMW MOTORCYCLES FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$53,031.78 FOR PURCHASE OF TWO (2) BMW POLICE MOTORCYCLES
Attachment: 1. Purchase Contract between the County of Los Angeles Sheriff's Department and Long Beach BMW Motorcycles
2. Price Quote from Long Beach BMW Motorcycles

RECOMMENDATION

Staff recommends that the City Council move to approve a purchase order in the amount of \$53,031.78 to Long Beach BMW Motorcycles for the purchase of two BMW Police motorcycles to replace an equal number of job-worn motorcycles currently assigned to the Beverly Hills Police Department ("BHPD") Traffic Bureau.

DISCUSSION

Following an annual evaluation of the City's vehicle and equipment fleet, Fleet Services staff has determined that the below-listed motorcycles have either met or exceeded their expected life expectancies:

<u>ID #</u>	<u>YEAR/MAKE/MODEL</u>	<u>PROGRAM NO. / DESCRIPTION</u>
105	2004 BMW R1150RTP	0102601 / TRAFFIC BUREAU
107	2003 BMW R1150RTP	0102601 / TRAFFIC BUREAU

After a joint deliberation between the BHPD and Fleet Services staff, it was decided that the above motorcycles be replaced with the same make of motorcycles in order to maintain standardization for the motor officers' service needs.

Beverly Hills Municipal Code section 3-3-205, Alternative Purchasing Procedures, provides that the City's purchasing agent may purchase equipment where competitive bid procedures have already been utilized such as purchases from federal, state or county governments as long as the City is supplied the equipment at the same or better price as was obtained through the competitive bid procedures.

The County of Los Angeles Sheriff's Department ("LA County Sheriff's Department") entered into an agreement with Long Beach BMW Motorcycles ("Vendor") after a competitive bidding process for the purchase of BMW motorcycles. (See Attachment (1)) Vendor intends to extend to the City of Beverly Hills the same terms, conditions, and prices that are stipulated in its contract with the LA County Sheriff's Department. (See Attachment (2)) .

Staff recommends the approval of a purchase order in the amount not to exceed \$53,031.78 to Long Beach BMW for the purchase of two (2) BMW Police Motorcycles at the prices listed below which is based on LA County Sheriff's Department pricing.

FISCAL IMPACT

Summary of the Vendor's price quote for the police motorcycle specified by the City of Beverly Hills is as follows:

One (1) BMW Police Motorcycle Model 1200-RT-P per the County of Los Angeles Sheriff's Department Contract Specification	\$26,409.35
City of Beverly Hills Additions	\$926.12
City of Beverly Hills Deletions	<\$2,956.26
Subtotal	\$24,379.21
Tax (8.75%)	\$2,133.18
Tire Fee:	\$3.50
Unit Total:	\$26,515.89
Purchase Total (2X):	\$53,031.78

Funding for this purchase is appropriated from the Fiscal Year 2011-2012 Council-approved budget source:

Budget Unit	Program # / Description of Fund Source	Account #	Amount
49	35498502 / Vehicle Replacement	85050	\$53,031.78


 Scott Miller
 Approved By


 David D. Gustavson
 Approved By

Attachment 1



LOS ANGELES COUNTY
SHERIFF
PURCHASE ORDER

ATTACHMENT (1)

BILL TO SHERIFF COMM & FLEET MGMT BUREAU 15757 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES CA 90063		ORDER NUMBER PO-SH-12321526-1		AWARD DATE 09/21/11	
VENDOR NAME STREET CITY STATE ZIP CODE LONG BEACH BMW MOTORCYCLES 2125 E SPRING ST LONG BEACH CA 90806		SHIP FOB DESTINATION TO (UNLESS SPECIFIED ELSEWHERE) SHERIFF 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES CA 90063 PROCUREMENT FOLDER 291322			
CONTACT FOR DELIVERY INSTRUCTIONS (NAME TELEPHONE) COMM AND FLEET MGMT BUREAU		Address all inquiries and correspondence to Contact: Anet Simonian Phone: 323-267-2215 Email: asimonian@isd.lacounty.gov			
DELIVERY DATE 11/14/11	FOB POINT FOB Destination, Freight Prepaid and Allowed		AGENCY REQ NUMBER 15757P	CONTRACT NUMBER	TOTAL AMOUNT OF ORDER \$86,171.00
DATE PRINTED 09/21/2011	VENDOR NO 136444	PROMPT PAYMENT TERMS	TERM 1 DISCOUNT 0.00 DAYS 30	TERM 2 DISCOUNT DAYS	TERM 3 DISCOUNT DAYS
TERM 4 DISCOUNT DAYS					
LINE NO	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	<p>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 SLIPS AND INVOICES.</p> <p>COMMODITY CODE: 070-12-00-0000000</p> <p>SUPPLIER PART NO:</p> <p>SALES TAX AMOUNT:</p> <p>DESCRIPTION: MAKE/MODEL: BMW R1200-RT-P MOTORCYCLES - BLACK & WHITE, POLICE PACKAGE, 2WD - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.</p> <p>ADDITIONAL SHIPPING INFORMATION :</p>	3.000	EA	\$ 26,409.350	\$ 79,228.05 \$ 6,932.45
COUNTY OF LOS ANGELES					

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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. **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:** Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Vendor's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.

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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.

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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.babvsafela.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.

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30. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division, of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified Payroll shall be submitted upon request and shall include:

- A. Original Document
- B. Company Name & Address
- C. Account Number/Project Number
- D. Project Name and Address
- E. Authorizing County Department and Purchase Order or Contract Number
- F. Period of Time in Which Work is Being Performed
- G. Employee Name, Address and Social Security Number
- H. Work Classification, including Sub-classification
- I. Hours Paid
- J. Rate of pay
- K. Deductions
- L. Payroll Check Number
- M. Benefits
- N. Signature of Employee Authorized to Certify Payroll

Prevailing Wage Scale

Wherever required:

- A. The Contractor shall comply with all provisions of the Labor Code of the State of California.
- B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.
- C. Particulars of the current Prevailing Wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.
- D. Current prevailing wage rates may be obtained at:

or
 Division of Labor Standards Enforcement
 455 Golden Gate Avenue, 9th Floor
 San Francisco, CA 94102 (415) 703-4810

Records Retention and Audit, Federal or State Funded Purchases

The Vendor shall maintain in good and legible condition all books, documents, papers, and records related to its performance under this Purchase Order or Agreement. Such records shall be complete and available to Los Angeles County, the State of California and officials of the Federal Government or its duly authorized representatives, during the term of the Contract and for a period of at least three years following the County's final payment under the Purchase Order or Agreement, unless other matters, such as an audit or litigation, are not closed. All Purchase Order or Agreement-related books, documents, papers, and records related to the Vendor's performance under the Purchase Order or Agreement must be retained in a manner described above until all such other matters are closed, regardless of the duration.

FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper (min 30% post-consumer waste) to the maximum extent possible on this Solicitation Response.

PARTICIPATING MUNICIPALITIES

At County's sole discretion and option, County may inform other public agencies that they may acquire items listed in this agreement or purchase order. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Vendor's acceptance. In no event shall County be considered a dealer, remarketer, agent or other representative of Vendor.

Public entity purchase orders complete with terms and conditions shall be submitted by the public entity.

Vendor authorizes County's use of Vendor's name, trademarks and Vendor provided materials in County's presentation and promotions regarding the availability of use for this agreement.

County will not be liable or responsible for any obligations, including but not limited to payment for any item ordered by public entities.

County makes no representation or guarantee as to any minimum to be purchased by County or public entities.

Do you agree to the aforementioned? Yes No

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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 Affirmative Action Compliance 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 Affirmative Action Compliance's website at:

<http://oaac.co.la.ca.us/Contract/sbemain.html>

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/nd/home.aspx>

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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 Affirmative Action Compliance 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 1895 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.

FIRM NAME: LONG BEACH BMW MOTORCYCLES

I AM NOT a Local SBE certified with the County of Los Angeles Office of Affirmative Action Compliance 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 Affirmative Action Compliance 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-1220055-1

COMPANY NAME :

LONG BEACH BMW MOTORCYCLES

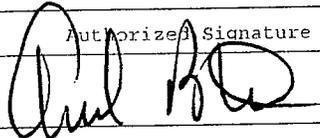
BID DUE: 08/17/11 12:00:00 PM

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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			

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 BELTHER		GENERAL MANAGER	8/15/11

STANDARD TERMS & CONDITIONS	REQUEST FOR BID	
	SO NO : RFB-IS-12200055-1	
COMPANY NAME : LONG BEACH BMW MOTORCYCLES	BID DUE: 08/17/11 12:00:00 PM	PAGE 11

COUNTY OF LOS ANGELES

BIDDER'S ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT - As a threshold requirement for consideration of a bidder for award of an Agreement, the bidder shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program or shall attest to a willingness to consider GAIN/GROW participants for future employment openings if they meet the minimum qualifications for that opening. Additionally, bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders shall complete, sign, and return with their bid the form "Attestation of Willingness to Consider GAIN/GROW Participant's" attached. Bidders who are unable to meet this requirement shall not be considered for award of an Agreement.

Bidder shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Bidder has a proven record of hiring GAIN/GROW participants and will continue to consider participants for any future employment openings.

_____ YES (SUBJECT TO VERIFICATION BY COUNTY) X NO

B. Bidder is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that bidder is willing to interview qualified GAIN/GROW participants.

 X YES _____ NO

C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

 X YES _____ NO

_____ N/A (Program not available)

Bidder Organization: LONG BEACH BMW MOTORCYCLES

Signature: *Charles Bertalan* Print Name: CHARLES BERTALAN

Title: GENERAL MANAGER Date: 8/15/11

Tel.#: 562.426.1200 Fax #: 562.426.1157

STANDARD TERMS & CONDITIONS

REQUEST FOR BID

SO NO : RFB-IS-12200055-1

COMPANY NAME :

LONG BEACH BMW MOTORCYCLES

BID DUE: 08/17/11 12:00:00 PM

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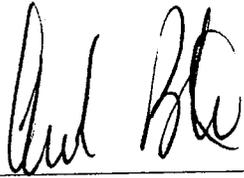
PROHIBITION AGAINST USE OF CHILD LABOR

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

8/15/11

DATE

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-12200055-1	
COMPANY NAME : LONG BEACH BMW MOTORCYCLES	BID DUE: 08/17/11 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, CCR 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.

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-12200055-1	
COMPANY NAME : LONG BEACH BMW MOTORCYCLES	BID DUE: 08/17/11 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-12200055-1

COMPANY NAME :

LONG BEACH BMW MOTORCYCLES

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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: LONG BEACH BMW MOTORCYCLES

Company Address: 2125 E. SPRING ST.

City: LONG BEACH State: CA. Zip: 90806

Telephone Number: 562.426.1200

Solicitation for (Type of Goods or Services): POLICE MOTORCYCLES

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

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COMPANY NAME : LONG BEACH BMW MOTORCYCLES	BID DUE: 08/17/11 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 BERTHOE Title: GENERAL MANAGER
 Signature:  Date: 8/15/11

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COMPANY NAME : LONG BEACH BMW MOTORCYCLES	BID DUE: 08/17/11 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 for printing purposes.

CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM.

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal 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 from participation in a Federally funded health care program; and 2) any exclusionary action taken by any agency of the Federal Government against Contractor or one or more staff members barring it or the staff members from participation in a Federally 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 exclusion of Contractor or its staff members from such participation in a Federally 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 Federally funded health care program?

NO, Contractor or any of its staff members is not currently barred from participation in any Federally funded health care program.

YES, Contractor or any of its staff members is currently barred from participation in any Federally funded health care program. Describe the particulars in detail below.

STANDARD TERMS & CONDITIONS

REQUEST FOR BID

SO NO : RFB-IS-12200055-1

COMPANY NAME :

LONG BEACH BMW MOTORCYCLES

BID DUE: 08/17/11 12:00:00 PM

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REQUIRED FORMS - EXHIBIT

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

- 1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation.

PCA INVESTMENTS
NAME

CA.
STATE

1977
YEAR INC.

- 2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner.

- 3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration.

Name	County of Registration	Year became DBA
<u>LONG BEACH BMW MOTORCYCLES</u>	<u>LA OC</u>	<u>2004</u>
_____	_____	_____

- 4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? NO If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

- 5. Please list any other names your firm has done business as within the last five (5) years:

Name	Year of Name Change
_____	_____
_____	_____

- 6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below:

N/A

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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 3 years experience, within the last 6 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: Charlesb@lb.bmw-motorcycles.com Telephone Number: 562.426.1200

Fax number: 562.426.1157

On behalf of RCA INVESTMENTS (Proposer's name), I CHARLES BOETHMAN (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.

[Signature]
Signature

General Manager
Title

8/15/11
Date

953085661
Internal Revenue Service Employer Identification Number

91063
California Business License Number

13644401
County Vendor Number

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-12200055-1	
COMPANY NAME : LONG BEACH BMW MOTORCYCLES	BID DUE: 08/17/11 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.	90804
Address	City	State & Zip Code	
CHARLES BEATHAN		8/15/11	
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.

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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 prior to the closing date of the solicitation.

This request must itemize, in appropriate detail, each matter contested and a 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.

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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-12200055-1	PAGE 24
COMPANY NAME : LONG BEACH BMW MOTORCYCLES	BID DUE: 08/17/11 12:00:00 PM	

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.

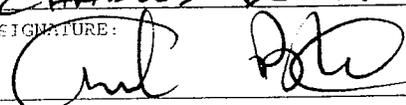
The Proposer/Bidder/Contractor certifies that:

- 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 BERTHOFF	TITLE: GENERAL MANAGER
SIGNATURE: 	DATE: 8/15/11

STANDARD TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-12200055-1	
COMPANY NAME : LONG BEACH BMW MOTORCYCLES	BID DUE: 08/17/11 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

SPECIAL TERMS & CONDITIONS	REQUEST FOR BID SO NO : RFB-IS-12200055-1	
COMPANY NAME : LONG BEACH BMW MOTORCYCLES	BID DUE: 08/17/11 12:00:00 PM	PAGE 26

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 # SR AB 16657154

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 OF 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.

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.

SPECIAL TERMS & CONDITIONS

REQUEST FOR BID

SO NO : RFB-IS-12200055-1

COMPANY NAME :

BID DUE: 08/17/11 12:00:00 PM

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STATE HERE THE MANUFACTURER'S WARRANTY COVERING PRECEDING EQUIPMENT:

ON PARTS..... 39 MO. 60,000 miles
ON LABOR..... 39 MO. 60,000 miles

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 R1200RT-P DELIVERY TO BE MADE VIA FULL MOUNT TRUCK OR RAIL (CHECK ONE)
STATE LOCATION OF FACTORY.. BERLIN GERMANY
QUOTE PRICE PER UNIT DELIVERED..... 926,409.35

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

PROCUREMENT RATED AS COMPLEX

PRICE SHEET		REQUEST FOR BID			
COMPANY NAME :		SO NO : RFB-IS-12200055-1			PAGE
		BID DUE: 08/17/11 12:00:00 PM			28
LINE NO.	COMMODITY / SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXT. AMOUNT
1	<p>COMMODITY CODE: 070-12-00-0000000</p> <p>MOTORCYCLES - BLACK & WHITE, POLICE PACKAGE, 2WD - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.</p> <p>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".</p> <p>UNLESS SPECIFIED ELSEWHERE SHIP TO :</p> <p>COMM & FLEET MGMT BUREAU 15757 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES, CA 90063</p> <p>COMM AND FLEET MGMT BUREAU</p>	14.00	EA	26,409.35	369,730.90
2	<p>COMMODITY CODE: 070-12-00-0000000</p> <p>NEW TIRE TAX FEE (2 TIRES x 14 MOTORCYCLES) - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.</p> <p>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".</p> <p>REFERENCE: RQN #: 12003903 FA APPROVAL CODE: 12FX87011 FUND: A01 UNIT: 15757 - COMM. & FLEET MGT. BUREAU OBJECT CODE: 6049 (FIXED ASSET) ACTIVITY CODE: PVEH FUNDED BY: CFMB GENERAL FUNDS - CAPITAL ASSETS VEHICLE ASSIGNMENT: VARIOUS UNITS</p> <p>UNLESS SPECIFIED ELSEWHERE SHIP TO :</p> <p>COMM & FLEET MGMT BUREAU 15757 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES, CA 90063</p> <p>COMM AND FLEET MGMT BUREAU</p>	28.00	EA	1.75	49.00



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 11/12
REQUISITION NO.	RQN-SH-12003903
QUOTATION NO.	RFB-IS-12200055
SPEC'S PREPARED BY / TELEPHONE NO.	Sergeant Kristi Yeager, C.F.M.B., kjyeager@lasd.org (323) 881-3983
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. Five (5) copy of the *Maintenance Service Manual* and Five (5) copy 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 may 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.

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

**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK AND WHITE,
POLICE PACKAGE, 2 WHEELED MOTORCYCLE**

CHASSIS (continued)		BIDDERS EXCEPTIONS
<p><u>Wheel base</u></p> <p>[✓] 58.4 inches.</p>		
<p><u>Suspension</u></p> <p>[✓] Front forks to be hydraulic design. Fork pre-load shall not be gas pressure adjustable.</p> <p>[✓] Special front shock strut police application, with 4.7 inches of travel.</p> <p>[✓] 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.</p> <p>[✓] Rear shock absorber(s) shall have provision for adjustment to accommodate rider's height and weight</p>		
<p><u>Handlebars</u></p> <p>[✓] Handlebars shall be constructed of an aluminum alloy.</p> <p>[✓] 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.</p> <p>[✓] Movement of the handlebars shall be free and unrestricted, to include. manufacture's structural design(s), windshield/faring and/or any accessory equipment.</p> <p>[✓] 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.</p> <p>[✓] Clutch hand lever shall be located on the left handlebar and have adjustment for the size of the operator's hand.</p>		

**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK AND WHITE,
POLICE PACKAGE, 2 WHEELED MOTORCYCLE**

CHASSIS (continued)	BIDDERS EXCEPTIONS
<p><u>Brakes</u></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Disk brakes required on both front and rear. <input checked="" type="checkbox"/> All brakes shall be controlled by hydraulic systems. <input checked="" type="checkbox"/> Rear wheel brake shall have an independent brake control. <input checked="" type="checkbox"/> Anti-lock brake system (ABS) required. <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. <input checked="" type="checkbox"/> Rear wheel shall be a single disc type brake, foot pedal operated. The pedal shall be located on the right side of the motorcycle. <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. <input checked="" type="checkbox"/> Brake lines and calipers shall be located away from exhaust heat. <input checked="" type="checkbox"/> Brake performance capacity.* <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> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 17 inch die cast aluminum wheels. 	

**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK AND WHITE,
POLICE PACKAGE, 2 WHEELED MOTORCYCLE**

CHASSIS (continued)		BIDDERS EXCEPTIONS
	<u>Wheels and Tires (continued)</u>	
<input checked="" type="checkbox"/>	Front tire - 120/70ZR-17.	
<input checked="" type="checkbox"/>	Rear tire - 180/55ZR-17.	
<input checked="" type="checkbox"/>	All tires supplied shall be of the make and model as tested during the most recent Los Angeles County Sheriff's Department "Law Enforcement Motorcycle Test and Evaluation Program."	
	<u>Stands</u>	
<input checked="" type="checkbox"/>	Center stand, permanently fitted to the motorcycle. When deployed it shall raise one wheel.	
<input checked="" type="checkbox"/>	Side stand shall be mounted on the left side. When deployed it shall lock when the weight of the machine is on it, not allowing it to be folded or retracted.	<i>NON-LOCKING SIDE STAND</i>
DRIVE TRAIN		
	<u>Engine</u>	
<input checked="" type="checkbox"/>	Electronic intake pipe fuel injected, gasoline.	
<input checked="" type="checkbox"/>	Engine to be 1170cc, two (2) cylinder, air/oil cooled.	
<input checked="" type="checkbox"/>	Digital engine management BMS-K with dual ignition.	
<input checked="" type="checkbox"/>	Compression Ratio - 12.0:1	
<input checked="" type="checkbox"/>	110 bhp @ 7500 rpm.	
<input checked="" type="checkbox"/>	115 Nm. @ 6000 rpm.	

**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK AND WHITE,
POLICE PACKAGE, 2 WHEELED MOTORCYCLE**

DRIVE TRAIN (continued)		BIDDERS EXCEPTIONS
<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 checked="" type="checkbox"/> 7.1 gallon tank with a 1 gallon reserve.		
ELECTRICAL		
<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**

ELECTRICAL (continued)	BIDDERS EXCEPTIONS
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> One (1) battery shall be dedicated to the operation of specialized police equipment. <input checked="" type="checkbox"/> The "police equipment" battery system shall include a minimum of eight (8) special conventionally-fused circuits. <input checked="" type="checkbox"/> A heavy duty relay (triggered by the lack of current being produced by the alternator), shall disengage the auxiliary battery, preserving the primary battery for reliable restarting. <input checked="" type="checkbox"/> Alternator output - 720 watt, 27 amps at idle. <input checked="" type="checkbox"/> Digital engine management BMS-K with dual ignition. <input checked="" type="checkbox"/> 100 watt siren, public address (PA) system. <input checked="" type="checkbox"/> All wiring to be "can buss" type. <p><i>All motorcycles shall be wired identical.</i></p>	
BODY STYLE	
<p><u>Design</u></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Black and White color scheme. <input checked="" type="checkbox"/> Height adjustable, single rider, heated, black vinyl, heavy-duty police type foam padded saddle seat. <input checked="" type="checkbox"/> Height adjustable windscreen (electric). <input checked="" type="checkbox"/> Frame mounted, full fairings (front and sides). <input checked="" type="checkbox"/> Front and rear fenders. <input checked="" type="checkbox"/> Two (2) law enforcement type utility, top opening, lockable saddle bags. 	<p>STANDARD NON-HEATED</p>

**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK AND WHITE,
POLICE PACKAGE, 2 WHEELED MOTORCYCLE**

BODY STYLE (continued)		BIDDERS EXCEPTIONS
<p><u>Design (continued)</u></p> <p>[✓] Lockable radio box, mounted over rear fender and behind operator's seat.</p> <p>[✓] Front (engine) protection bars. Constructed of stainless steel and designed to provide mountings for siren, speaker and other accessories.</p> <p>[✓] Rear (saddlebag) protection bars. Constructed of stainless steel and designed to provide mountings for accessories.</p> <p>[✓] Two (2) emergency vehicle lighting modules located at the front of the motorcycle. One on either side of the front faring and windscreen.</p> <p>[✓] One (1) emergency vehicle lighting module located at the rear of the motorcycle. Mounted on the upper-rear most area of the radio box.</p> <p>[✓] Every motorcycle shall have the same lighting array. Two (2) front mounted forward facing manufacturer takedown lights. One (1) alley light switch.</p> <p><i>The final array combination of emergency lighting shall be determined and selected by Los Angeles County Sheriff's Department Fleet Manager after the bid is awarded.</i></p>		
FACTORY INSTALLED ACCESSORIES		
<p>[✓] One (1) map light.</p> <p>[✓] Heated hand grips.</p> <p>[✓] One (1) note pad holder.</p> <p>[✓] One (1) flashlight / PR24 holder, front mount.</p> <p>[✓] One (1) rear shotgun mount, vertical. —</p> <p>[✓] One (1) heated seat (standard).</p>	<p><i>Delete No-heated</i></p>	

**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.	<i>Delete</i>
[✓] Tire Pressure Monitoring system (TPM).	
[✓] One (1) manufacturer battery charger II with power socket harness-fused.	<i>Delete</i>
[✓] 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>[✓] Wiring loom for Sheriff's Department Radio <i>(the loom shall be supplied by Sheriff's Department)</i>.</p> <p>[✓] One (1) locking side-stand leg.</p> <p>[✓] One (1) locking side stand mount.</p> <p>[✓] One (1) helmet lock. "Motion Pro" mod# 06-1005.</p> <p>[✓] One (1) ticket book box.</p>	<p><i>Bit custom</i></p> <p><i>Delete</i></p> <p><i>Delete</i></p> <p><i>Delete</i></p> <p><i>Delete</i></p>
COMMUNICATIONS ACCESSORIES	
<p>[✓] PVP Communications Motorcycle Kit – Model # PVXTL-RT12A-C3/XM.</p> <p>[✓] PVP Communications Helmet Kit- Model # PVHK-736MR10-D/XM. Helmet Kit to be installed by PVP Communications.</p>	<p><i>w/o Bluetooth card.</i></p> <p><i>top of gas tank</i></p> <p><i>Delete</i></p>

**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK AND WHITE,
POLICE PACKAGE, 2 WHEELED MOTORCYCLE**

KEYS AND ENTRY SYSTEMS(S)	BIDDERS EXCEPTIONS
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Single-key locking system on all motorcycles, to include ignition, saddlebags, radio box and any other lockable compartment. <input checked="" type="checkbox"/> All motorcycles provided with four (4) keys. <i>Aluminum keys are not acceptable.</i> <input checked="" type="checkbox"/> Remote buttons must be functional only when ignition is on (ignition powered.) 	
SPECIALITY ITEMS AND INSTRUCTIONS	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Motorcycles to be equipped with radio interference suppression package, meeting Los Angeles County Sheriff's Department described specifications. <input checked="" type="checkbox"/> Prior to delivery, each motorcycle shall be "pre-wired" with the appropriate radio wiring loom that will accommodate (<i>plug & 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> <input checked="" type="checkbox"/> Motorcycles to be delivered with a full tank of fuel <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. <input checked="" type="checkbox"/> All motorcycles shall be completely outfitted by the manufacturer/dealer, with all related Emergency Vehicle Equipment prior to delivery. 	<p align="center"><i>BH work</i></p>

**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK AND WHITE,
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	ELECTROMAGNETIC COMPATIBILITY	BIDDERS EXCEPTIONS										
[✓]	<p>Electromagnetic Interference Susceptibility Motorcycle is intended for use in presence of electromagnetic fields resulting from use of public safety two-way radios. Motorcycle performance shall be affected in any way by transmissions from a radio and antenna installed in the motorcycle and operating in any of the frequency ranges of 30 to 50-MHZ, 150 to 174-MHZ, 450 to 512-MHZ, and 800 to 900-MHZ and having a radio frequency output no less than 100-watts. Motorcycle performance shall not be affected by the presence of another motorcycle equipped with the above described radio and operated adjacent to the subject motorcycle.</p>											
[✓]	<p>Radiated and Conducted Electromagnetic Interference Motorcycle systems and accessories shall be designed to minimize interference with the use of public safety radio receivers or electronic sirens or sound amplifiers. The effective sensitivity of a receiver installed in the motorcycle shall not be reduced by more than the amount tabulated below for each frequency band.</p> <table border="0" data-bbox="321 1123 1003 1386"> <thead> <tr> <th data-bbox="321 1171 613 1213">FREQUENCY BAND</th> <th data-bbox="766 1123 1003 1192">ALLOWABLE DEGRADATION</th> </tr> </thead> <tbody> <tr> <td data-bbox="393 1243 613 1276">30 to 50 - MHZ</td> <td data-bbox="820 1234 917 1264">15 d B</td> </tr> <tr> <td data-bbox="381 1276 613 1310">150 to 174 - MHZ</td> <td data-bbox="831 1264 917 1293">5 d B</td> </tr> <tr> <td data-bbox="381 1310 613 1344">450 to 512 - MHZ</td> <td data-bbox="831 1293 917 1323">3 d B</td> </tr> <tr> <td data-bbox="381 1344 613 1377">800 to 900 - MHZ</td> <td data-bbox="831 1323 917 1352">3 d B</td> </tr> </tbody> </table>	FREQUENCY BAND	ALLOWABLE DEGRADATION	30 to 50 - MHZ	15 d B	150 to 174 - MHZ	5 d B	450 to 512 - MHZ	3 d B	800 to 900 - MHZ	3 d B	
FREQUENCY BAND	ALLOWABLE DEGRADATION											
30 to 50 - MHZ	15 d B											
150 to 174 - MHZ	5 d B											
450 to 512 - MHZ	3 d B											
800 to 900 - MHZ	3 d B											
[✓]	<p>Degradation is defined as the difference in effective receiver sensitivity measured with the motorcycle engine and accessories turned off and that measured with the engine and accessories turned on. Sensitivity is measured in terms of the 12 dB Sinad signal as defined in <i>EIA Standard RS-204</i>. To determine effective sensitivity, the receiver is connected to the antenna through an isolating tee connector which allows introduction of the signal generator through the isolated port. Comparative signal strength readings are then taken with and without the interference present.</p>											

**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK AND WHITE,
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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

Attachment 2

