

BID NUMBER PA-02305 REBID 2  
TO: CITY OF LONG BEACH  
CITY MANAGER  
ATTN: CITY CLERK  
333 West Ocean Boulevard, Plaza Level  
Long Beach, California 90802



INVITATION TO REBID  
BMW POLICE MOTORCYCLES REBID 2

CONTRACT NO. 29322

- COMPLETE CONTRACT:**  
This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (Including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
- SERVICES TO BE PROVIDED BY THE CONTRACTOR:**  
Contractor shall upon acceptance of this bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
- AMOUNT TO BE PAID:**  
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
- CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**  
When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
- DECLARATION OF NON-COLLUSION:**  
The undersigned certifies or declares under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

**BIDDER MUST COMPLETE AND SIGN BELOW:**

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor - refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: SIGNAL HILL, CA ON THE 26th DAY OF JULY, 20 05  
RCA INVESTMENTS, INC. d/b/a STATE MONTH

COMPANY NAME: LONG BEACH BMW TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 2998 CHERRY AVE. CITY: SIGNAL HILL STATE: CA ZIP: 90755  
PO BOX 90639 LONG BEACH, CA. 90809-0639

PHONE: 562 427-5494 FAX: 562 427-4092

S/ [Signature] PRESIDENT  
(SIGNATURE) (TITLE)  
RYAN AUTREY rautrey@longbeachbmw.com  
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] CHAIRMAN OF THE BOARD  
(SIGNATURE) (TITLE)  
ROBERT C. AUTREY [REDACTED]  
(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.  
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.  
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH  
BY [Signature]  
Director of Financial Management

11/7/05  
Date

APPROVED AS TO FORM: 11/2, 2005  
ROBERT E. SHANNON  
CITY ATTORNEY  
[Signature]  
Senior Deputy

**BID NUMBER PA-02305 REBID 2**

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Other Business Enterprises (DBEs, MBEs, WBEs, LBBEs and OBEs) to compete successfully in supplying our needs for products and services.

**The following information is submitted regarding the bidder:**

**Legal Form of Bidder:**

Corporation  State of CA **RCA INVESTMENTS, INC.**  
Partnership  State of \_\_\_\_\_  
General  Limited   
Joint Venture   
Individual  DBA LONG BEACH BMW  
Limited Liability Company  State of \_\_\_\_\_

**Composition of Ownership (more than 51% of ownership of the organization):**

**OPTIONAL**

**Ethnic (Check one):**

- Black  Asian  Other Non-white  
 Hispanic  American Indian  Caucasian

**Non-ethnic Factors of Ownership (check all that apply):**

- Male  Yes - Physically Challenged  Under 65  
 Female  No - Physically Challenged  Over 65

Is the firm certified as a Disadvantaged Business:  Yes  No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

- Yes  No

Name of certifying agency: \_\_\_\_\_

**INSTRUCTIONS CONCERNING SIGNATURES**

Please use the proper notary form, which applies to your type of organization on all bid documents, attachments and bonds requiring a signature by officers of your company.

**NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.**

**INDIVIDUAL (Doing Business As)**

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)  
b. The owner's signature must be notarized if the company is located outside of the state of California.

**PARTNERSHIP**

- a. The only acceptable signature(s) is/are that of the general partner or partners.  
b. Signature(s) must be notarized if the partnership is located outside of the state of California.

**CORPORATION**

- a. Two (2) officers of the corporation must sign.  
b. Each signature must be notarized if the corporation is located outside of the state of California.

**OR**

- a. The signature of one officer or the signature of person other than an officer is acceptable if the bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.  
b. Signature(s) must be notarized if the corporation is located outside of the state of California.

**LIMITED LIABILITY COMPANY**

- a. The signature on the bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)  
b. Signature must be notarized if the company is located outside of the state of California.

**THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6362.**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ Before me, \_\_\_\_\_  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**WITNESS** my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

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- PARTNER(S) TITLE(S)
  - LIMITED
  - GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

### SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES):

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION OF BID:

The preparation of the bid, including visits to the Site prior to submittal of the bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the bid and shall be disregarded by the City. Any changes or corrections in the bid must be initialed in ink by the person signing the bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within 14 days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax bids are acceptable.

**NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.**

### 2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its bid complete and in conformance with these instructions.

### 3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

### 4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

### 5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

### 6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the bid. Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

### 7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

### 8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

### 9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

### 10. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, the Contractor shall comply with provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. Copy of wage schedule can be obtained from the City Engineer.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9<sup>th</sup> floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by the Contractor or said Subcontractors in the execution of the Contract.



## CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by the Contractor for such an adjustment must be made within thirty days of such change.
6. Contractor warrants that the goods, machinery, or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies, or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or charges for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.
14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective

## CONTRACT – GENERAL CONDITIONS

measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Any indebtedness of Contractor to the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action, or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery, or equipment supplied hereunder.
20. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action, or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery, or equipment supplied hereunder.
21. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
22. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
23. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
24. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
25. Contractor shall submit samples of all documents that Contractor may require City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the contract between the City and the Contractor.
26. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
27. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
28. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies, or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach

## CONTRACT – GENERAL CONDITIONS

office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Eugene Fong at 562-570-5023 for assistance with the form.

29. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve 50% diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE THE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:
- A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment, or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- B. Contractor shall carry on the Work at his own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, his agents, representatives, employees or subcontractors:
- (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.  
The City, its officials, employees and agents shall be named as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor.
  - (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
  - (3) Workers' Compensation as required by the California Labor Code and employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A. M. Best & Company. Any deviations from this rule shall require written approval from the City's Purchasing Agent.

All coverage's for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.



### **CONTRACT - GENERAL CONDITIONS**

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any work on City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit the Contractor's liability under this contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of the Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each subcontractor who will perform work, labor, or services for Contractor, or who specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The subcontractor list shall be submitted with contractor's bid.

## SPECIAL CONDITIONS SECTION

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WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES FOB DESTINATION CITY OF LONG BEACH.

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### SALES TAX

UNIT EXTENSION PRICES STATED HEREIN SHALL NOT INCLUDE SALES TAX.

**DELIVERY (SPECIAL) SCHEDULE:** Delivery shall be made within **ninety (90)** calendar days after receipt of order. The ability to deliver sooner may be a factor in award.

**SHIPPING (SPECIAL) INSTRUCTIONS:** Prices quoted shall include all delivery, unloading and pick-up charges to designated locations in the City of Long Beach.

**BOND PROVISIONS:** N/A

### SUPPLEMENTAL CONDITIONS:

**WARRANTY:** The Contractor shall guarantee the complete unit furnished under these specifications against defects in material and workmanship for a period of three (3) years or 36,000 miles, whichever occurs first from date unit is placed in service. The Contractor shall repair or replace any such item(s) necessary during the warranty period at its own cost and expense, without cost to the City.

Warranty shall begin when the City of Long Beach places the unit in service.

**MANUALS:** Price shall include two complete Technical Service Manuals and two Parts Books for model supplied and one Owner's Manual. Additional copies may be requested by the City at time of order, and Contractor shall state additional cost, if any.  
\$ \_\_\_\_\_

**DEALER SERVICE:** The equipment shall be completely serviced locally by the Contractor prior to delivery. It shall be ready for operation when delivered.

**EQUIPMENT CONDITION:** The units furnished shall be new and unused, current model, with standard factory fittings, trim and accessories unless otherwise noted. They shall not have been used as demonstrator(s) or for any other prior service.

**CARE & CUSTODY:** The Contractor shall be liable for all loss or damage to the equipment while in its possession or the possession of any of its agents. Contractor shall reimburse the City for any loss or damage to said equipment in its or its agent's care and custody.

## SPECIFICATIONS

**REGISTRATION:** All documents required for registration of vehicles with Department of Motor Vehicles, including WEIGHTMASTER'S CERTIFICATE, if applicable, shall be supplied at time of delivery.

**COMPLIANCE WITH MOTOR VEHICLE LAW:** All equipment, materials or services provided shall conform to the State of California Vehicle Code, California Code of Regulations, California Division of Industrial Safety OSHA, and all other applicable State and Federal laws.

**ORDERING ADDITIONAL UNITS:** City reserves the right to purchase, at its option, one or more identical units, in addition to the quantities shown on the bid sheet, in accordance with the attached specifications and the Notice Inviting Bids, on or before \_\_\_\_\_ (bidder complete), at the price stated in this bid. However, City does not guarantee that additional units will be purchased.

In the event the City places an order for additional units after the date stated in the above paragraph and the manufacturers suggested retail price is greater or lesser than the manufacturer's suggested retail price in effect on the date of award of the Contract, the price to be paid by the City will be determined as follows:

If the manufacturer's suggested retail price is greater at the time the City's order is placed for one or more additional units on this bid than on the date of award of the Contract, the Contractor may add 80 percent of the amount of such increase in manufacturer's suggested retail price to the price set forth in the bid; and if the manufacturer's suggested retail price is less than the price on the date of award of the Contract, the Contractor shall deduct 80 percent of the amount of such decrease in manufacturer's suggested retail price from the price set forth in the bid.

**WILL YOU FURNISH ADDITIONAL UNITS AS SPECIFIED ABOVE?** YES

**OUT-OF-STATE VEHICLE CONTRACTORS:** Notwithstanding anything to the contrary herein, an out-of-state Contractor, including manufacturers, distributors and dealers, shall deliver F.O.B. point of origin. City or its agent and Contractor shall agree on transportation method to the City of Long Beach. Contractor shall be responsible for and shall pay all costs of transportation and shall assume risk of loss and damage to destination point.

**TRANSPORTING VEHICLES:** The Contractor may ship the vehicle(s) by rail or water transportation or may deliver the vehicle(s) under drive-away delivery in accordance with the following provisions:

Mileage accrued on the vehicle upon delivery to the City shall not exceed 2,000 miles.

The new vehicle(s) delivered by drive-away method shall be conveyed by a bonded licensed carrier or drive-away organization or by a duly authorized agent's representative or by any other method approved by the Manager of Fleet Services. All responsibility for damage to and maintenance of the vehicle while in transit shall be assumed by the Contractor. ALL mileage at the time of delivery on the vehicle transported by the drive-away method shall not be included in the period of warranty.

## **SPECIFICATIONS**

If substantial damage occurs while Contractor or its agent is transporting the vehicle, the City reserves the right to inspect and appraise the damage to the vehicle prior to repairing to determine whether the vehicle will be acceptable after the repair has been made. All repairs of damage to the vehicle shall be done at Contractor's own cost and expense. All cost and expense incurred by the City in making an inspection of the damaged vehicle shall be paid by Contractor.

The vehicle shall be and appear as a new, unused vehicle having a minimum of wear on the tires when delivered to the City.

Refer to attached specification Number FS-0502.

The design of the vehicles must embody the latest approved automotive engineering practices and the workmanship must be of the highest quality in its respective field. Each vehicle shall be completely equipped as specified and be ready for service upon delivery. The unit shall comply with the latest applicable edition of the California Code of Regulations, SAE Standards, Federal Motor Vehicle Safety Standards, and provisions of Cal OSHA. The omission from the specifications of any standard feature as shown in manufacturer's brochure shall not alleviate the Contractor from the responsibility of furnishing a complete vehicle with all of the manufacturer's latest improvements in the production unless specifically deleted in the specification. The vehicles and all components shall be standard production items unless otherwise specified.

**ALTERNATES OR EXCEPTIONS:** Wherever the term "or approved equal" is specified, bidder shall be cautioned that the City has the final decision whether an item is approved equal or not. Bidder shall submit data substantiating a request to substitute an "equal" at least fourteen (14) days prior to award of a contract. Any exceptions must be noted on the bid specification.

**BID SECTION**

WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES FOB DESTINATION CITY OF LONG BEACH.

**SALES TAX:** UNIT AND EXTENSION PRICES STATED HEREIN ARE NOT TO INCLUDE SALES TAX.

**TOTAL OF SIX (6) MOTORCYCLES WILL BE PURCHASED**

<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>
Motorcycle, Police, Per Spec FS-0502	\$ 16,043
Delivery/Freight	\$ 350
Tire Tax	\$ 7
Sales Tax (8.25%)	\$ 1,324
<b>GRAND TOTAL PER UNIT</b>	<b>\$ 17,724</b>

Make and Model Quoting: Bmw R1150RT-P

Additional Cost Per Unit: \$ - 0 - Description \_\_\_\_\_

Additional Cost Per Unit: \$ \_\_\_\_\_ Description \_\_\_\_\_

**All costs must be listed on bid page.**

Delivery: 90 calendar days after receipt of order (if time shown is more than 90 calendar days after receipt of order, the bid may be rejected).

Payment Terms: NET 30

Warranty: 36 mo. Unlimited Mileage

**CITY OF LONG BEACH  
 DETAILED SPECIFICATIONS FS0502 REVISED 7/15/05  
 MOTORCYCLE, POLICE**

	Comply		Comments and Exceptions
	Yes	No	
<p><b><u>Instructions:</u></b></p> <p>State comments and or exceptions in the blank spaces provided below each section regarding the vehicle or equipment offered corresponding to the specifications set forth. <b>FAILURE TO COMPLETE ALL BLANK SPACES WILL OTHERWISE BE DETERMINED AS VENDOR MEETING SPECIFICATIONS MINIMUMS.</b></p>	X		
<p><b><u>General:</u></b></p> <p>Motorcycles bid on this specification shall be specified, designed and built by the manufacturer for Police Patrol Service and shall be ready for immediate service upon delivery.</p>	X		
<p><b><u>Wheelbase:</u></b></p> <p>Wheelbase to be a minimum of fifty-eight (58") inches and a Maximum of sixty-six (66") inches.</p>	X		
<p><b><u>GVWR:</u></b></p> <p>Shall be a minimum of 1,091 pounds.</p>	X		
<p><b><u>Wet Weight:</u></b></p> <p>Wet weight shall range from 595 to 660 pounds.</p>	X		
<p><b><u>Fuel Capacity:</u></b></p> <p>Tank shall have a minimum volume of six (6) gallons, with a (1)-gallon reserve.</p>	X		
<p><b><u>Transmission:</u></b></p> <p>Transmission shall have a minimum of 6 forward speeds, with overdrive 6<sup>th</sup> gear, constant mesh.</p>	X		
<p><b><u>Clutch:</u></b></p> <p>Clutch shall be a 180-mm, single dry plate type, with hydraulic assist, self-adjusting type.</p>	X		

**CITY OF LONG BEACH  
 DETAILED SPECIFICATIONS FS0502 REVISED 7/15/05  
 MOTORCYCLE, POLICE**

	Comply		Comments and Exceptions
	Yes	No	
<b><u>Drive Train:</u></b>  Drive train shall be enclosed drive shaft with two (2) universal joints and integral torsion damper.	X		
<b><u>Lubrication System:</u></b>  Shall be full pressure design.	X		
<b><u>Frame:</u></b>  Shall be a three-section frame using the engine as a stress member.	X		
<b><u>Front Suspension:</u></b>  Shall be Telelever type with central spring/strut, Linear-rate coil spring, twin tube gas filled shock absorber with a minimum of 4.72" of travel.	X		
<b><u>Rear Suspension:</u></b>  Shall be swing arm and shaft drive, single tube gas filled shock absorber, variable rebound damping, and progressive rate spring with a minimum 5.31" of travel.	X		
<b><u>Brakes:</u></b>  Shall be a hydraulically controlled brake system with a minimum of the following:  <b>Front:</b> Four piston calipers with dual 12.6" diameter rotors.  <b>Rear:</b> Single 11.2 " diameter rotor with twin piston caliper.	X		
<b><u>Antilock Brake System (ABS):</u></b>  Shall be equipped with an integral ABS brake system.	X		

**CITY OF LONG BEACH  
 DETAILED SPECIFICATIONS FS0502 REVISED 7/15/05  
 MOTORCYCLE, POLICE**

	Comply		Comments and Exceptions
	Yes	No	
<p><b><u>Wheels and Tires:</u></b></p> <p><b>Front Tire:</b> Minimum front tire size shall be 120/70ZR17 tubeless type mounted on a cast alloy rim 3.50"X17".</p> <p><b>Rear Tire:</b> Minimum rear tire size shall be 170/60ZR17 tubeless type mounted on cast alloy rim 5.00"X17".</p>	X		
<p><b><u>Electrical System:</u></b> Shall be a 12 volt negative ground system:</p> <p><b>Battery:</b> Shall have dual batteries, 2 X19 Gel low maintenance type.</p> <p><b>Alternator:</b> Shall be a minimum of 840 watts (60 Amp@14 volts).</p>	X		
<p><b><u>Seat:</u></b></p> <p>Shall be 3-position adjustable.</p>	X		
<p><b><u>Windshield:</u></b></p> <p>Shall be electronically adjustable tall windshield.</p>	X		
<p><b><u>Saddlebags:</u></b></p> <p>Shall be manufacture's largest sized saddlebags and designed for Police use.</p>	X		
<p><b><u>Safety Bars:</u></b></p> <p>Front and rear, mainframe mounted, heavy duty, engine and saddle bag guards.</p>	X		
<p><b><u>Radio Mounts:</u></b></p> <p>Shall have radio head mounting support and antenna mounting area.</p>	X		



**CITY OF LONG BEACH  
 DETAILED SPECIFICATIONS FS0502 REVISED 7/15/05  
 MOTORCYCLE, POLICE**

	Comply		Comments and Exceptions
	Yes	No	
<p><b>Instrumentation/Controls:</b> Shall at least include the following, but not limited to:</p> <ol style="list-style-type: none"> <li>1. Speedometer calibrated for Police use at 2 MPH increments. (Proof of calibration required.)</li> <li>2. Tachometer, fuel gauge, on/off switch, starter switch, headlight, taillight, turn signals, engine oil temperature, gear position display, headlight beam adjuster, pursuit lights, PA and siren controls.</li> <li>3. Horn, electric and simulated air horn, Unitrol or approved equal, through activated 80K standard motorcycle horn switch and relay.</li> </ol>	X		
<p><b>Mirrors:</b></p> <p>Shall have faring mounted, true-image rear view mirrors or approved equal.</p>	X		
<p><b>Lighting:</b></p> <ol style="list-style-type: none"> <li>1. Quartz halogen headlight, 55/60-watt high/low beams, with separate on/off switch at right hand handlebar.</li> <li>2. Tail/stop light(s).</li> <li>3. Front and rear turn signals with indicator lights.</li> <li>4. Emergency lighting shall include:</li> </ol> <p><b>Front:</b></p> <ol style="list-style-type: none"> <li>a. Whelen LED FS rectangular blue strobe light or approved equal.</li> <li>b. Whelen LED FS rectangular red strobe light or approved equal (steady burning).</li> </ol> <p><b>Rear:</b></p> <ol style="list-style-type: none"> <li>a. Whelen Series 7 LED rectangular red strobe light or approved equal.</li> </ol> <p>Whelen Series 7 LED rectangular blue light or approved equal.</p>	X		

**CITY OF LONG BEACH  
 DETAILED SPECIFICATIONS FS0502 REVISED 7/15/05  
 MOTORCYCLE, POLICE**

	Comply		Comments and Exceptions
	Yes	No	
<p><b>Side:</b>            Two Whelen 52BF20cu linear LED strobe lights with clear lenses and mounted each side to the rear of engine protection bar, or approved equal.</p> <p>5. All appropriate power packs, switches, mounting brackets, cables and relays as applicable.</p> <p>6. Shall have rear blue license plate ID lights.</p>	X		
<p><b><u>Lighting Installation Instructions:</u></b></p> <p>1. Pursuit mode light switch to be three position, at right hand grip, wired as follows:            A) 1<sup>st</sup> position – off.            B) 2<sup>nd</sup> position – activate rear strobe.            C) 3<sup>rd</sup> position – activates front strobe, rear strobe and side linear strobe lights.</p> <p>2. Exact location of lighting will be determined after award.</p>	X		
<p><b><u>Siren Amplifier System:</u></b></p> <p>1. System shall have zero battery drain on standby.</p> <p>2. Control head shall be Code-three siren amp.</p> <p>3. Speaker shall be Code-three speaker.</p> <p>4. P.A./siren system shall be a Code-three with a noise-canceling microphone with holding bracket.</p>	X		
<p><b><u>Radio:</u></b></p> <p>1. Unit shall have a radio box installed.</p> <p>2. Speaker mount and speaker shall be installed.</p> <p>All necessary wire (City shall provide radio and wiring harness) for radio and speaker installation shall be provided and installed by manufacture</p>	X		
<p><b><u>Additional Equipment:</u></b> Shall include but not limited to:</p> <p>1. Flashlight/Baton holder.</p> <p>2. Map light.</p>	X		

**CITY OF LONG BEACH  
 DETAILED SPECIFICATIONS FS0502 REVISED 7/15/05  
 MOTORCYCLE, POLICE**

	Comply		Comments and Exceptions
	Yes	No	
3. Notepad holder. 4. Throttle-meister (cruise control) or approved equal. 5. Two (2) 12 volt power outlets, 1 unit located at right side fairing near fuel gauge, 1 unit located at lower right side cover forward of saddle bag. 6. Two power outlets shall be Dorman # 56458 or approved equal, both units shall be wired in line with 10-amp fuse each unit.	X		
<b><u>Warranty:</u></b>  1. Manufacturer shall identify a single source warranty repair facility approved by the City of Long Beach within a 20-mile radius of Long Beach City Hall. Warranty facility shall be capable of handling all warranty repairs. 2. The Contractor shall warranty the complete motorcycle including clutch furnished under these specifications against defects in materials and workmanship for a period of 36 months after date the unit is placed into service. Contractor shall repair or replace all defects during the warranty period at no cost to the City. 3. Warranty period shall be 36 months from date of in service to allow City time to install any necessary equipment. City of long beach is responsible for transportation of unit to the warranty repair facility.	X		
<b><u>Training:</u></b>  Contractor shall train operators one full day. Fleet Services Mechanics up to three (3) shall be trained in preventative maintenance and specialized repair of equipment one full day.	X		

**CITY OF LONG BEACH  
 DETAILED SPECIFICATIONS FS0502 REVISED 7/15/05  
 MOTORCYCLE, POLICE**

	Comply		Comments and Exceptions
	Yes	No	
<b><u>Specialty Tools and Repair Manuals:</u></b>  Contractor shall supply any specialty tools (Wireless Mo Di Tec), computer software, service manuals, and parts manuals, with first unit delivered at no additional cost to the City.	X		
<b><u>Paint Color:</u></b>  Manufacturer's standard police black and white.	X		
<b><u>Acceptable Makes and Models, but not limited to:</u></b>  BMW: R1150 RT-P	X		