

AGREEMENT

**31735**

THIS AGREEMENT is made and entered, in duplicate, as of July 7, 2010 for reference purposes only, pursuant to Resolution No. RES-10-0071 adopted by the City Council of the City of Long Beach at its meeting on July 6, 2010, by and between R.C.A. INVESTMENTS, INC. DBA LONG BEACH BMW MOTORCYCLES, a California corporation ("Contractor"), with a place of business located at 2125 E. Spring Street, Long Beach, California 90806, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase four (4) BMW motorcycles; and

WHEREAS, the State of California has a Contract for the purchase of BMW motorcycles, Contract No.: 1-07-23-30 ("State Contract"); and

WHEREAS, Resolution No. RES-10-0071 authorizes the City Purchasing Agent to purchase these BMW motorcycles by virtue of the State Contract;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

1. The State Contract, attached hereto as Exhibit "A", with Contractor is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the State Contract shall be applicable here except as follows:

A. Wherever the State Contract refers to the State of California, it shall be deemed to refer to the City of Long Beach;

B. Contractor shall sell, furnish and deliver to the City four (4) BMW motorcycles of substantially the same type and kind purchased by the State of California and on the same terms and conditions offered to the State of California, except as modified by Exhibit "B" attached to and incorporated in this

1 Agreement, for an amount not to exceed One Hundred One Thousand One  
2 Hundred Dollars (\$101,100), including tax. To the extent that the State Contract  
3 and this Agreement are inconsistent, the following priority shall govern: (1) this  
4 Agreement and (2) the State Contract.

5 C. Payment for the four (4) BMW motorcycles purchased from  
6 Contractor by the City shall be made by the City on delivery to and acceptance of  
7 the four (4) BMW motorcycles by the City and submittal of an invoice to the City.  
8 Payment is due thirty (30) days after the date of the invoice.

9 D. All warranties shall accrue to the City of Long Beach.

10 E. The parties may, by mutual agreement, amend this  
11 Agreement with the approval of the City's City Council.

12 2. Neither this Agreement nor any money that becomes due to  
13 Contractor under this Agreement may be assigned by Contractor without the prior written  
14 consent of the City Manager or his designee.

15 3. Any notice given under this Agreement shall be in writing and  
16 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be  
17 delivered or mailed to Contractor at the relevant address first stated above, and to the  
18 City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.  
19 Notice shall be deemed given three days after deposit in the mail.

20 4. The terms appearing on the State Contract are incorporated in this  
21 Agreement.

22 5. Contractor shall cooperate with the City in all matters relating to self-  
23 accrual of use tax. Contractor shall contact the City Treasurer for additional information  
24 regarding self-accrual.

25 6. This Agreement and all documents which are incorporated by  
26 reference in this Agreement constitute the entire understanding between the parties and  
27 supersede all other agreements, oral or written, with respect to the subject matter of this  
28 Agreement. If there is any legal proceeding between the parties to enforce or interpret

1 this Agreement, or to protect or establish any rights or remedies, the prevailing party shall  
2 be entitled to its costs and expenses, including reasonable attorney's fees.

3 IN WITNESS WHEREOF, the parties have caused this document to be duly  
4 executed with all formalities required by law as of the date first stated above.

5 R.C.A. INVESTMENTS, INC. DBA LONG  
6 BEACH BMW MOTORCYCLES, a  
California corporation

7 Jul. 12, 2010

8 By [Signature]  
President  
9 RYAN AUTREY  
Type or Print Name

10 Jul. 12, 2010

11 By [Signature]  
Secretary  
12 RYAN AUTREY  
Type or Print Name

13 "Contractor"

14 CITY OF LONG BEACH, a municipal  
15 corporation

16 7.28, 2010

17 By [Signature]  
City Manager  
18 Assistant City Manager

19 "City"

20 This Agreement is approved as to form on 7-19,  
21 2010.

22 ROBERT E. SHANNON, City Attorney

23 By [Signature]  
Deputy

# EXHIBIT “A”



STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

# CONTRACT NOTIFICATION

\*\*\*\*\* MANDATORY \*\*\*\*\*

CONTRACT NUMBER: 1-07-23-30

Rev.: B

DESCRIPTION:

MOTORCYCLE, ENFORCEMENT  
SUPPLEMENT NO. 2

CONTRACTOR:

LONG BEACH BMW

EFFECTIVE DATES: 6/ 7/2007 THROUGH 6/ 6/2010

SUPERSEDES CONTRACT NO.: 1-04-23-30

AREA:

STATEWIDE

DISTRIBUTION:

\* TAX: Add appropriate sales and use tax.  
Exempt from Federal Excise Tax.

\*Food contracts are tax exempt.

  
JAMES BUTLER, Deputy Director

Use of this agreement by all agencies is mandatory with monetary exceptions stated herein or contained in State Administrative Manual.

To obtain assistance or report non-compliance by supplier, or for any suggestions or recommendations write:

Department of General Services, Procurement Division, P.O. Box 989054, W. Sacramento, CA 95798-9054,  
or call: Contract Administrator, **TIMOTHY SMITH** 916-375-4451

**Contract (Mandatory): 1-07-23-30 Rev.: B**

**SUPPLIER ID:** 783481  
**NAME:** LONG BEACH BMW  
**ADDRESS:** 2998 CHERRY AVE  
SIGNAL HILL, CA 90755

**CONTACT:** 562-426-1200 **CHARLES BERTHON**  
**FAX NUMBER:** 562-426-1157  
**TERMS OF PAYMENT:** Net  
**FOB:** Destination  
**MINIMUM ORDER:** ONE (1) MOTORCYCLE

**SUPPLEMENT NO. 2**  
June 5, 2009

Subject contract for MOTORCYCLE, ENFORCEMENT is hereby modified to reflect the following changes:

- A. The term of this contract has been extended through 6/06/2010.
- B. The state reserves the right to cancel this contract with a thirty (30) day written notice of termination.

All other contract prices, terms, and conditions shall remain the same.



STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

# CONTRACT NOTIFICATION

\*\*\*\*\* MANDATORY \*\*\*\*\*

CONTRACT NUMBER: 1-07-23-30

DESCRIPTION: MOTORCYCLE, ENFORCEMENT

CONTRACTOR: LONG BEACH BMW

EFFECTIVE DATES: 6/ 7/2007 THROUGH 6/ 6/2009

SUPERSEDES CONTRACT NO.: 1-04-23-30

AREA: STATEWIDE

DISTRIBUTION:

\* TAX: Add appropriate sales and use tax.  
Exempt from Federal Excise Tax.

\*Food contracts are tax exempt.

*Rita Hamilton*

RITA HAMILTON, Deputy Director

Use of this agreement by all agencies is mandatory with monetary exceptions stated herein or contained in State Administrative Manual.

To obtain assistance or report non-compliance by supplier, or for any suggestions or recommendations write:

Department of General Services, Procurement Division, P.O. Box 989054, W. Sacramento, CA 95798-9054,  
or call: Contract Administrator, **MARC ANDERSON** 916-375-5955

**Contract (Mandatory): 1-07-23-30**

SUPPLIER ID: 783481  
NAME: LONG BEACH BMW  
ADDRESS: 2998 CHERRY AVE  
SIGNAL HILL, CA 90755

CONTACT: 562-427-5494 CHARLES BERTHON  
FAX NUMBER: 562-427-3417  
TERMS OF PAYMENT: Net  
FOB: Destination  
MINIMUM ORDER: ONE (1) MOTORCYCLE

FEIN: [REDACTED]  
Reseller's Permit Number: 16657156

**SCOPE**

This contract covers the estimated biennial (two-year) requirements of the State of California and participating local agencies for MOTORCYCLE, ENFORCEMENT type, per specification 2340-06BS-002, dated February 26, 2007.

A local agency is any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds (California Public Contract Code Section 10298).

**FOB POINT**

Motorcycles shall be FOB Destination, per the delivery requirements below.

**DELIVERY**

Motorcycle deliveries shall commence within sixty (60) days after receipt of order (ARO).

**INSPECTION**

Motorcycles delivered to the State will be inspected for specification compliance and acceptance by the State.

Local agencies will be responsible for inspecting their motorcycles for specification compliance and acceptance.

**BUY BACK PROGRAM**

Under the Buy Back Program, the State and local agencies have the option to require the supplier to repurchase the motorcycles supplied to them against this contract. The supplier shall be required to adhere to the following conditions:

1. Motorcycles shall be returned for buy back within 36 months from the in-service date or within 61,000 miles of service, whichever occurs first.
2. Motorcycles shall be returned fully equipped and as originally delivered, less agency provided equipment.
3. Motorcycles returned for buy back shall be in sound, undamaged condition and meet California Vehicle Code equipment requirements. Normal wear and tear may include minor scrapes, scuffing, chipping, discoloration, etc.

Excessive wear includes:

- a) Windshield breakage.
- b) Damage to body, fenders, trim cracks, dents, bent components.
- c) Damage to electrical systems as a result of unauthorized re-wiring or component substitutions.



**Contract (Mandatory): 1-07-23-30**

- d) Torn seat.
- e) Any wheels or tires that are not in compliance with California Vehicle Code equipment requirements.

Excessive wear items must be replaced before buy back. Disagreements as to what constitutes excessive wear conditions for buy back shall be adjudicated by the DGS - Office of Fleet Administration (OFA) to determine a fair and reasonable buy back price. The decisions of the DGS-OFA shall be final.

The guaranteed buy back is to be paid in full for each motorcycle returned by the State consistent with the buy back provisions. Fair and reasonable work to be performed by the supplier, consistent with the terms of the buy back requirements, shall be approved by the State prior to beginning repairs as required by California law. The costs for actual repairs are to be invoiced separately from the buy back guarantee amount.

Note - California law requires:

- 1) A written estimate for work to be performed.
  - 2) Detailed invoice of work performed.
  - 3) Return of old parts if requested.
  - 4) The ability for the consumer to discuss repairs with the vendor.
  - 5) The ability for the consumer to discuss repairs with the BAR.
- 4. The motorcycles identified for buy back shall have been serviced according to the manufacturer's recommendation as outlined in the Owner's Manual or as requested by the manufacturer in connection with any recall campaign. Motorcycles in excess of 57,000 miles shall have the 60,000 mile check-up prior to buy back.
  - 5. Routine maintenance and warranty repairs shall have been performed during the service life of the motorcycle and must be documented. The contractor will include a service and repair log in the radio box of each motorcycle, to be used by the servicing technician to log all services and repairs performed on the motorcycle.
  - 6. Motorcycles identified for buy back shall be picked up within 30 days of written notification that they are ready for pick up. The pick up location shall be identified in the written notification. The contractor shall be responsible for all freight costs from the specified pickup location. Payment for motorcycles under the buy back program shall be made to the State within 45 days of pick up.
  - 7. Motorcycles presented for pick up shall be in lot sizes agreed to by the State and the contractor.

Method to calculate the Buy Back Program cost:

Motorcycle Price	\$20,649.00
Guaranteed Buy Back Price	\$5,500.00
Buy Back Program Price	\$15,149.00

**COLOR**

Motorcycles shall be ordered in the standard manufacturer colors (black and white) per section 3.18 of the February 26, 2007 version of the specifications. Paint scheme shall be as defined by the agency. Special paint colors may be available from the manufacturer as an option. Contact the dealer to discuss available special paint colors and the cost for optional special paint colors.

**FACTORY OPTION ADDITION AND DELETION**

All factory-approved options, including any extended warranty, shall be made available to the State and participating local agencies and priced at dealer net cost plus as much as 10%. Options included with the contract motorcycle may be deleted at the request of the State and participating local agencies at dealer net cost less 10%.

## Contract (Mandatory): 1-07-23-30

### METHOD OF ORDERING

The State and local agencies may place orders as motorcycles are required during the period specified. The orders will be sent directly to the dealership. The State will be sending a Purchase Order (Std. 65) and local agencies will be sending their own internal purchase orders. For both State and local agency purchase orders, the order **MUST** indicate the agency's State Bill Code number. Orders without the State Bill Code are not to be processed until the State Bill Code number is obtained. The dealer may call the agency for clarification or return the purchase order to the agency for completion and re-submittal.

Orders may be faxed to:  
(562) 427-3417

### ORDER CONFIRMATION

The dealership awarded items against this contract is required to send the ordering agency a written confirmation of receipt of their order. This applies to all orders issued against this contract. This confirmation must be completed within 10 days ARO and must indicate the date the order was placed with the manufacturer. Confirmations should be mailed to the "Charge To" address shown on the purchase order, to the attention of the contact person listed.

### DOCUMENTS

The following documents must be delivered with each motorcycle when the unit is offered to the receiving agency for acceptance:

- 1) Inspection report.
- 2) Pre-delivery checklist
- 3) Copy of Purchase Order
- 4) Manuals as specified in section 4.0 of the February 28, 2007 version of the Additional Administrative Requirements

### INVOICING REQUIREMENTS

The dealer is to render invoices as instructed on individual purchase orders. Invoices shall include the purchase order number, the contract number, the unit price, extension, and any cash discount offered. State sales tax is to be shown as a separate item on the invoice. Sales tax is to be computed on the net price. Invoices omitting any of the above items shall be returned for corrections and resubmittal.

The Report of Sale shall be submitted to the receiving agency, if possible, upon receipt of the Vehicle Identification Number (VIN).

### CONTRACT USAGE REPORTING

The dealership shall provide DGS PD a monthly usage report based on an Excel spreadsheet template supplied by the DGS Contract Administrator. The report shall reflect the motorcycle orders placed against the contract for the respective month. The PD must receive the reports within 15 calendar days of the end of the month. Failure to submit a completed report within the time period required may be considered a breach of contract and subject to the State's Non-IT General Provisions, (rev. 6/21/2006) Section 26 - "Rights and Remedies of the State for Default."

The Contract Usage Report shall contain the following information:

- 1) Dealership name/address
- 2) Contract number
- 3) Purchasing authority number (if applicable)
- 4) Reporting month/year
- 5) Ordering agency
- 6) Bill code (REQUIRED)
- 7) Invoice number/date

**Contract (Mandatory): 1-07-23-30**

- 8) Contract item number (line item number)
- 9) Description
- 10) Date of confirmation
- 11) Delivery date (actual or estimated)
- 12) Quantity
- 13) Base unit price
- 14) Unit price with options
- 15) FOB Point

Important! A copy of ALL local agency purchase orders shall be attached to the contract usage report.

Send the contract usage report with attachments to:

Department of General Services  
Procurement Division  
707 3rd Street, 2nd Floor North  
West Sacramento, CA 95605  
Attn: Vehicle Purchasing

**BUYER FINANCING PROVISIONS**

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (G\$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the supplier will invoice the State-selected Lender/Lessor for all products listed on the State's procurement document; in turn, the Lender/Lessor will pay the supplier on behalf of the State.

Questions regarding the Buyer Financing Provisions may be directed to Patrick Mullen with Procurement Financing at [patrick.mullen@dgs.ca.gov](mailto:patrick.mullen@dgs.ca.gov).

Contract (Mandatory): 1-07-23-30

ITEM NO.	COMMODITY NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
1	2340-008-1013-6	783481	EA	MOTORCYCLE (CHP) Motorcycle, Enforcement, in accordance with the bid specification 2340-06BS-002, dated February 26, 2007.	20,649.0000
2	2310-000-0028-9	783481	EA	VEHICLE (OPTION ITEM) (CONTRACT USE ONLY) Brand: BMW Model: 2007 R1200RT-P	VARIABLE
3	2310-000-0029-0	783481	EA	VEHICLE DELETE STANDARD OR OPTIONAL ITEM (CONTRACT USE ONLY)	VARIABLE



STATE OF CALIFORNIA  
BID SPECIFICATION  
ENFORCEMENT MOTORCYCLE

2340-06BS-002

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**1. SCOPE**

- 1.1 This document describes and establishes technical specifications, performance requirements and test procedure for motorcycle to be used in high-speed traffic and law enforcement work by State of California.
- 1.2 Motorcycle offered in compliance with these specifications shall be manufacturer's police model that is designed and manufactured for performance, service life and safety required during operation of the unit.
- 1.3 Section 2 defines applicable standards, Section 3 defines Technical Specifications and Section 4 defines Performance Requirements and Test protocols.

**2. APPLICABLE SPECIFICATIONS / STANDARDS / CODES**

- 2.1 Specifications and standards referenced in this document in effect on the opening of the Invitation for Bid, form a part of this specification.
- 2.2 Fully equipped unit under test (UUT) shall comply with all applicable including but not limited to;
  - a) California Vehicle Code (CVC),
  - b) Code of Federal Regulations, Title 49, "Federal Motor Vehicle Safety Standard" (FMVSS)
  - c) California Code of Regulations, Title 13, "Motor Vehicles" rules and regulations.
  - d) Society of Automotive Engineers (SAE) standards

**3. TECHNICAL SPECIFICATIONS****3.1 GENERAL****Unit shall;**

- 3.1.1 be of latest year model.
- 3.1.2 be two-wheeled.
- 3.1.3 have a wheelbase of 58" to 65".
- 3.1.4 be labeled in compliance with Federal and State vehicle regulations.

**3.2 ENGINE****Shall have a minimum of;**

- 3.2.1 980 cubic centimeters displacement.
- 3.2.2 2 cylinders.
- 3.2.3 70 horse power (HP).
- 3.2.4 5 gallons of fuel tank capacity.

**Shall have;**

- 3.2.5 fuel injection.
- 3.2.6 capability to operate knock free at all engine and or vehicle speeds with manufacturer's recommended fuel rating.

**3.3 POWER TRAIN**

- 3.3.1 Hand operated clutch shall be located on left handlebar.
- 3.3.2 Transmission shall have foot shift lever,  $\geq 5$  speeds and not interfere with normal foot position.
- 3.3.3 Neutral position Indicator shall be visible from seated position.
- 3.3.4 Shift pattern shall be as follow;
  - a) Neutral located between 1st and 2nd gear.
  - b) Shift down from neutral to 1st gear.
  - c) Shift up from neutral to 2nd, 3rd, 4th, etc.

**3.4 CHASSIS****Brakes shall meet following requirements.**

- 3.4.1 Be hydraulic, have rear independent controls, and have Anti-Lock Brake System (ABS).
- 3.4.2 Front brake be right handlebar operated, dual disc type to provide deceleration without loss of control.

- 3.4.3 Rear brake shall be disc type, right foot operated and allow full travel of pedal during brake application without lifting heel from non-skid footrest.

**Frame shall meet following requirements.**

- 3.4.4 Rear swinging arm type hydraulic shock shall have provision for adjustment to weight.  
3.4.5 Front hydraulic pre-load shock shall not be gas pressure adjustable.  
3.4.6 Load-carrying capacity shall be a  $\geq 350$  Lbs including all mounted equipment of  $\geq 40$  Lbs.

**3.5 ELECTRICAL SYSTEM**

**Chassis Electrical System shall meet following requirements.**

- 3.5.1 Overload/short protected electrical system shall be 12VDC.  
3.5.2 With UUT idling alternator shall provide output at the battery  $\geq 13$ VDC and current required to operate all electrical equipment simultaneously.  
3.5.3 Battery(ies) shall be maintenance free type with a minimum total rating of  $\geq 25$  amp/hr.  
3.5.4 Right handlebar located starter switch shall be prevented from operating by safety mechanism when clutch is engaged.  
3.5.5 Starter shall be type 12V motor and one way clutch engagement.

**Lighting System shall meet following requirements.**

- 3.5.6 Headlight shall have high beam indicator light readily visible to the rider. High/low beams shall be controlled by a switch on the handlebar.  
3.5.7 Turn signals shall be visible from front, rear, sides and mounted at following locations:  
a) 2 on the front.  
b) 2 on the rear.  
c) 2 on the side above the rear utility boxes.  
3.5.8 Turn signal switch for left and right signals shall be located on the handlebars and shall be push to lock on type with indicator light on the dash panel, which will operate when the turn signals are in operation.  
3.5.9 Rear and side rear turn signal lights shall be wired to a switch with indicator light to permit rear and side rear signal lights to flash together, independent of the front signal lights and to operate with ignition switch in either "On" or locked "Accessory" position.  
3.5.10 Signal flash rate shall be  $\geq 60$  and  $\leq 120$  per minute.  
3.5.11 2 blue identification lights (reference: Truck-Lite #10A/equivalent) shall be mounted one on each side of the license plate, and connected with the taillight circuit.  
3.5.12 Rear installed light emitting diode (LED) auxiliary brake light;  
a) shall be activated with brake light,  
b) shall operate at low intensity when taillight is illuminated  
c) shall function as a supplementary brake light flashing several times prior to burning steady.

**Emergency Lighting Package shall meet following requirements.**

- 3.5.13 LED pursuit lights shall be installed in the following configuration:  
a) 2 front forward facing mounted to fairing: Right flashing blue, left continuously illuminated red.  
b) 2 front side facing: shall be flashing red.  
c) 2 rear side facing shall be flashing blue.  
d) 2 rear facing: right duplex (duplex: 2 LED sections per housing) flashing blue and left duplex flashing amber.  
3.5.14 2 front forward facing LED pursuit lights shall be positioned  $\geq 8$ " from vertical centerline and at or above the horizontal centerline of the headlight. 2 rear facing duplex LED pursuit lights shall be mounted above or below the rear taillight assembly.

**3.5.15 Emergency lighting;**

- a) Shall operate with the ignition switch in any position.
- b) Dash panel shall have red indicator for forward facing and amber indicator for rear facing LED pursuit lights status.
- c) Installed and functional pursuit light location must be in compliance with FMVSS.
- d) Flash rate of pursuit lights shall be adjustable from 60 to 120, and be preset to 75 fpm, alternating with left to right as the primary pattern with the engine at idle.

**3.5.16** Secondary "intersection clearing" pattern of 120 fpm, alternating left to right, shall be pre-programmed to be activated through the siren function when siren tone is changed. Secondary pattern will display for 7 seconds, then resume primary pattern.

**3.5.17** Pursuit light switch shall be mounted on the right side handle bar and shall have to ability to control front and rear light packages independently.

**Horn shall meet following requirements.**

**3.5.18** Located on left handlebar, horn shall be compliant with SAE J377 requirements.

**Switches shall meet following requirements.**

**3.5.19** Ignition switch, headlight switch, rear flashing warning light switch, and all other switch locations not specifically described, shall be mounted to be conveniently accessible by the rider in sitting position.

**3.5.20** Switches for control of all emergency equipment (siren, pursuit lights, etc.) shall be located on the handlebar and accessible without removing hands from the grips.

**3.5.21** Ignition, headlight, and taillight switches shall be designed and wired to permit the engine to run without the headlight and taillights on.

**3.5.22** If unit is equipped with running lights, the running lights shall be designed to permit the engine to run without the running lights on.

**3.5.23** Dash panel and instrument lights shall be hooded or otherwise designed to prevent glare onto the windshield and be visible in direct sunlight.

**3.6 HANDLEBARS**

**3.6.1** Handlebars shall be non-painted, either of corrosion resistant finish or chrome plated, and with adjustment, if any, unrestricted by any accessory equipment, wiring or fairing.

**3.6.2** Straight-line distance from handlebar end to end:  $\geq 31"$  and  $\leq 34"$ .

**3.6.3** Handlebar grips shall be of firm, dark colored plastic and/or rubber, which will not discolor hands.

**3.6.4** Right handlebar located throttle control shall not exhibit slack or play and shall provide adjustable drag to permit setting throttle at any position without returning to idle when hand is released.

**3.6.5** Handlebar control levers shall contain ball type knobs on their outer ends to minimize the possibility of the hand slipping off the lever.

**3.6.6** Unit shall be equipped by vendor with CHP supplied radio control head system on the center of the handlebars, gas tank console, or fairing. Mounting of the radio control head, speaker and microphone shall not obstruct visibility of indicators or accessibility of controls, tachometer speedometer, or switches and shall be readily accessible when seated on the unit.

**3.7 TIRES AND WHEELS****Tires shall meet following requirements.**

**3.7.1** Tubeless tires to meet speed and load ratings for the motorcycle as specified.

**3.7.2** Tire sidewall bead shall not dismount from the interior shoulder of the rim.

**3.7.3** Each tire and wheel assembly shall be balanced.

**3.7.4** Lateral and radial run-out shall be within the factory recommended tolerances.

**3.7.5** Tires supplied must be readily available through motorcycle manufacturer's distributors.



**Wheels shall meet following requirements.**

3.7.6 Alloy type front/rear wheels shall be designed to prevent tire separation from rim.

3.7.7 Rim shall be equipped with an interior shoulder that does not permit dismounting of the sidewall bead from the shoulder and subsequent movement of the sidewall into center recess of the rim or to the outside of the rim when tire is run flat.

**3.8 REAR VIEW MIRRORS:**

3.8.1 Rear view mirror shall comply with all FMVSS requirements.

3.8.2 One FMVSS compliant rear view mirror shall be provided on each side.

**3.9 SPEEDOMETER**

3.9.1 Speedometer shall be calibrated for accuracy of  $\pm 2$  mph at speeds of 15 to 100 mph.

3.9.2 Dial face shall be marked  $\geq 120$  mph.

3.9.3 Face markings shall be graduated in increments of  $\leq 2$  mph with bold face increment every 10 mph.

3.9.4 Speedometer indicator needle tip shall extend to increment markers but shall not cover more than a 2 mph section of the scale.

3.9.5 Digital speed readout of stated accuracy is acceptable without complying with 3.9.2, 3.9.3 and 3.9.4.

3.9.6 Speedometer shall be illuminated when headlight is turned on.

3.9.7 An odometer, a trip odometer and tachometer shall be supplied.

**3.10 PROTECTION BARS**

3.10.1 Front (engine guard) and rear (utility storage box) protection bars shall be provided.

3.10.2 Rear protection bars shall be mounted to the unit frame or as part of the utility storage box brackets.

3.10.3 During unit down, bars shall provide adequate clearance for rider's feet and legs.

3.10.4 Shall have the ability to support weight of a fully equipped unit.

**3.11 FAIRING**

3.11.1 Windshield shall be manufactured from clear, scratch resistant material and provide full vision.

3.11.2 Windshield shall be adjustable or of tallest height offered by manufacturer.

3.11.3 Fairing shall have accommodation for headlight and pursuit lamps.

3.12 **SEAT:** Seat shall be foam-padded, covered with black leather or vinyl material and provide lumbar support.

**3.13 SIDE STAND**

3.13.1 Shall have a  $\geq 2\frac{1}{2}$  square inches of surface on the ground when extended,

3.13.2 Shall be mounted on left side,

3.13.3 Shall be designed to be lowered and retracted with foot when seated on the unit.

3.13.4 Shall be designed so that it will not strike ground during hard left turns when retracted.

3.13.5 Shall not be foldable / retractable with unit's weight on it.

3.13.6 Shall not cause motorcycle to have a lean  $> 15^\circ$  from vertical when stand is extended and front wheel is in a straight-ahead position.

**3.14 FOOTRESTS**

3.14.1 Unit shall be equipped with footrests (pegs) and/or foot boards designed to fold in the event of contact with the ground.

3.14.2 Footrests and/or footboards shall be replaceable or provided with replaceable stoppers/skid plates.

**3.15 SIREN / PUBLIC ADDRESS SYSTEM**

3.15.1 Electronic motorcycle (Certified Class "A", CA Title 13 Compliant) siren/public address (PA) system shall be provided and installed by vendor prior to delivery (Reference: Public Safety Equipment/Code 3 model 3950 siren amplifier or equivalent & Code 3 model 206 speaker or equivalent).

3.15.2 Amplifier and speaker driver shall be rated at  $\geq 100$  watts.

- 3.15.3 PA control system shall be interfaced with an Ericson / GE "Rangr" model S815 radio control head.
- 3.15.4 Controls shall be provided to enable operation of siren in Momentary, Wail or Yelp mode.
- 3.15.5 Vendor to provide/install Relays, pin/socket connectors, and wiring to permit operation as described.
- 3.16 MUFFLER (s)**
- 3.16.1 Muffler(s) shall conform with California Vehicle Code sound restrictions.
- 3.16.2 Muffler(s) shall be positioned to provide clearance for utility storage boxes on each side of the rear wheel and the possible mounting of an electronic siren amplifier under or in front of one of the boxes.
- 3.16.3 Unit shall have a maximum of 2 mufflers with a maximum of 3 header pipes into each.
- 3.16.4 Muffler(s) shall be of corrosion resistant or chrome finish.
- 3.17 **KEYS:** Minimum of 2 sets of keys shall be provided for each unit at time of delivery. For example a set may include 1 master and additional keys for specific functions.
- 3.18 COLOR**
- 3.18.1 Unit shall be painted a combination of manufacturer's gloss black (reference: Ditzler #DQE-9000 or equivalent) and manufacturer's gloss bright white (reference: Ditzler #DQE8000 or equivalent).
- 3.18.2 Paint scheme shall meet agency specified requirements and be compliant with California Code of Regulations Title 13, Division 2, Chapter 5, Article 5, Section 1141 requirements as exhibited in Attachment 2 on page 16.
- 3.18.3 Given below are historical paint scheme requirements for CHP.
- a) Frame shall be black.
  - b) Fenders – front – all white (Not including front fender mounting and rear mud guard), rear fender – all white or all black.
  - c) For fairing mounted CHP star insignia, the main white panel section shall be large enough to permit installation of the CHP 5" star insignia without touching border/pinstripe(s).
  - d) For fairing mounted star insignia, gas tank(s), if visible from exterior, shall be all white.
  - e) For tank area mounted CHP star insignia, the gas tank(s) shall be black with white side panels contoured to shape of tank(s) with approximately 1/4" black border stripe around the white panel.
  - f) Panel shall be large enough to permit installation of the CHP 5" star insignia within the white panels without touching the border stripe.
  - g) Fairing shall be white with perimeter black border(s) contoured to the shape of the fairing and black pinstripe shall be used to provide contrast to major panel sections.
  - h) CHP 5" star insignia referenced above shall be fully visible when viewed from eye level standing to the side of the unit.
  - i) Insignia may be placed on the fairing, the gas tank, or the ticket book box depending upon unit configuration.
  - j) All vendor-installed components shall meet color and quality requirements of factory finish.
  - k) Paint scheme is subject to approval by purchasing agency.
- 3.19 RADIO CONTAINMENT BOX (FOR CHP ONLY)**
- 3.19.1 Unit shall feature a radio storage box to accommodate installation of CHP communications equipment, including bracket(s) for a low-band radio antenna.
- 3.19.2 Radio storage box and/or low-band antenna mounting bracket(s) may be integral or separate and shall be mounted over the rear tire and/or fender.
- 3.19.3 Radio storage box shall be designed to accommodate installation of following items:
- a) Ericson / General Electric "Rangr" radio.
  - b) Ericson / General Electric model 349A9916P1 repeater.
  - c) Siren amplifier provided/mounted in accordance with Siren Section of this specification.

d) Applied Concepts "Stalker Dual" logic unit and radar amplifier.

3.19.4 Radio storage box shall be equipped with brackets and/or mounting plates for secure mounting of above listed equipment. Vendor shall install CHP provided radio and repeater mounting plates.

3.19.5 Antenna shall not obstruct rider visibility or mounting/dismounting of motorcycle.

### 3.20 EQUIPMENT INSTALLATION

3.20.1 Agency shall provide and vendor shall install the following items:

- a) Radio and repeater cables.
- b) Repeater antenna. Installation to include solder and test antenna wire connection.
- c) Repeater antenna cable.
- d) 3 way 30 Amp fuse holder (Radio:20Amp, Repeater:2Amp, and Control head:5Amp).
- e) Radio control head power cable.
- f) Flashlight / baton holder.
- g) Ticket book box and related hardware.
- h) Main power source 30 amp in-line fuse.
- i) Radar antenna cable.
- j) Radar display cable.
- k) Radar remote cable.
- l) Radar controller power lead (lead "A").
- m) Radar display power lead (lead "B").

3.20.2 Vendor shall provide and vendor shall install the following items:

- a) Install a low-band radio antenna that meets performance requirements. Installation to include and mounting bracket(s), solder and test antenna wire connection.
- b) Low-band radio antenna cable.
- c) Siren amplifier and speaker.
- d) Radio control head mounting stud assembly (bracket to be provided by agency).
- e) Siren speaker mounting bracket and related hardware.
- f) Mounting brackets for display, front and rear radar antennas.
- g) Speaker(s)

### 3.21 UTILITY STORAGE BOXES

3.21.1 1 law enforcement type utility storage box shall be installed on each side of rear wheel and/or fender.

3.21.2 Boxes shall;

- a) be black in color and of rigid construction.
- b) be of equal exterior sizes.
- c) be sealed against moisture and dirt.
- d) feature locks and sturdy lid hinge.
- e) be of adequate strength for loading up to 15 pounds of material in each side

3.22 EMERGENCY TOOL KIT: Each unit shall be delivered with manufacturer approved emergency tool kit.

### 3.23 ELIMINATIONS

3.23.1 Name plates, medallions, or insignia shall not be installed on fuel tank(s) or front fender.

3.23.2 No holes shall be left as a result of these deletions.

3.23.3 Emblems installed in locations that could come in contact with rider shall be flush mounted.

**4.0 PERFORMANCE REQUIREMENTS**

**Note:** Testing will cease immediately and Unit Under Test (UUT) will be disqualified if at any time testing reveals a stability or handling characteristic that is determined to potentially jeopardize test rider safety.

**4.1 GENERAL**

4.1.1 This document identifies the test methodologies and the criteria used in making a determination of the compliance of a police style motorcycle.

4.1.2 Testing may be observed by bidder and/or manufacturer from a location specified by DGS.

4.1.3 UUT shall be furnished with;

- a) Full tank of fuel with manufacturer's recommended octane rating.
- b) CHP radio, repeater, antenna(s), specialized lighting, electronic siren, functional radar unit for electrical and radio testing only.
- c) 30 Lbs of total weight equally distributed in the saddle bags during the duration of the test.

**4.2 TESTING**

Seq. #	Description	Section	Test #
1	Maneuverability	4.3	1
2	Speed and Acceleration, Acceleration (A) ¼ Mile Standing Start	4.4	2
3	Speed and Acceleration, Acceleration (B), ¼ Mile Flying Start	4.4	2
4	Speed and Acceleration, Acceleration (C), ½ Mile Standing Start	4.4	2
5	Braking, General	4.5	1
6	Braking, ABS Activation	4.5	2
7	Stability and Handling, Collision Avoidance	4.6	2
8	Stability and Handling, High Speed Performance	4.6	1
9	Speed and Acceleration, Acceleration (D), 2 Mile standing start	4.4	2
10	Speed and Acceleration, Sustained High Speed	4.4	1
11	Flat Tire	4.7	1
12	Electrical Testing	4.9	
13	Radio Testing	4.10	1, 2, 3

**4.3 MANEUVERABILITY****Test 1: Circle Test**

- a) Rider shall not use brakes or put foot on the ground while conducting this test.
- b) Test shall be performed both in clock and counter-clock directions.
- c) UUT shall operate with tires in contact with ground through 180° and 360° turn with a diameter of ≤ 18'.

**Acceptance criteria:**

Any of the following conditions shall be a ground for "non-compliance";

- o Tire spin.
- o Unable to complete circle motion in specified diameter.
- o Use of brake or setting foot on ground anytime during testing.

**4.4 SPEED AND ACCELERATION****Test 1: Sustained High Speed (on level surface)**

- a) UUT shall sustain high-speed with wide open throttle for a minimum distance of 5 miles in highest gear.
- b) Turn UUT off for 30 seconds and restart.

**Acceptance criteria:**

- o Speedometer shall provide clear and steady readability at all speeds.

- o Completely functional UUT at conclusion of the test.
- o UUT shall start without delay following 30 second shutdown.

**Test 2: Acceleration (on level surface)**

- a) ¼ mile standing start.
- b) ¼ mile flying start.
- c) ½ mile from standing start.
- d) 2 miles from standing start.

**Acceptance criteria:**

- o ¼ mile standing start: Speed attained shall be  $\geq 85$  mph in  $\leq 15$  seconds.
- o ¼ mile flying start: Flying start from 50 mph and accelerate to  $\geq 90$  mph.
- o ½ mile from standing start: Speed attained shall be  $\geq 90$  mph.
- o 2 miles from standing start: Speed attained shall be  $\geq 100$  mph.

**4.5 BRAKING****Test 1: Brake Test**

- a) Brake tests will be performed on a level, dry, paved surface.
- b) 2 complete stops by each test rider will be performed from 70 mph without engaging the anti-lock brake system (ABS).
- c) UUT is required to come to a complete stop while moving in a straight line.
- d) There will be a 2 minute interval between stops. This shall be followed by 1 full ABS application to a complete stop from 60 mph.

**Acceptance Criteria:**

- o  $\geq 22 \text{ fps}^2$  of deceleration.
- o Complete stop in  $\leq 239$  feet.
- o During each braking test, motorcycle shall stop while tracking in a straight line without buffeting, oscillation, chassis movement, wobble, weave, handlebar shaking, sway or feeling of looseness.
- o Brakes shall not fade during each test.

**Test 2: Antilocking Brake System (ABS) activation**

- a) 2 tests shall be performed to activate ABS while transitioning a change in roadway surface type.
- b) UUT is required to transition, while in ABS mode;
  - from a flat, level, dry paved surface to a wet concrete surface
  - from a flat, level, dry paved surface to a dry dirt surface.
- c) Each rider shall repeat ABS activation test 2 times.
- d) Just prior to the roadway transition point at  $\geq 55$  mph speed, a brake application sufficient to cause the ABS system to activate shall be made.

**Acceptance Criteria:**

- o ABS system shall operate to prevent wheel lock-up to a complete stop.
- o UUT shall track in a straight line without buffeting, oscillation, chassis movement, wobble, weave, handlebar shaking, sway or feeling of looseness.

**4.6 STABILITY AND HANDLING**

- Stability of a motorcycle is defined as the movement of a motorcycle operating as designed under all speeds, lean angles, turns, roadway surfaces, acceleration, deceleration, and braking.
- Stability is not limited to suspension but is to include wheels, tires and frame.
- Movement of the UUT shall correct itself without delay or acceleration, deceleration, the changing of lean angle or any other corrective input from the rider.

**Test 1: High Speed Performance**

- a) Prior to performing the test, 2 warm-up laps will be ridden by each test rider.

- a) 5 laps will be performed by each test rider for testing purposes.

**Acceptance Criteria:**

- o UUT failing to meet speeds as follow for each turn per "Exhibit A" shall be considered "non-compliant".
  - Turn 1: Exit speed  $\geq$  90 mph during each run.
  - Turn 2: Exit speed  $\geq$  85 mph during each run
  - Turn 3: Exit speed  $\geq$  100 mph during each run.
- o UUT shall not continuously scrape, drag or rest upon the roadway during turns.
- o Instability shall correct immediately, without, acceleration, deceleration, changing of lean angle, or any other corrective input from the rider.
- o UUT's tendency to track in straight line without buffeting, oscillation, chassis movement, wobble, weave, handlebar shaking, sway or other feeling of looseness will be evaluated for duration of the test.

**Test 2: Collision Avoidance** (to be performed  $\geq$  2 times and  $\geq$  2 riders)

- a) Collision avoidance will be evaluated on a flat, level, dry, paved surface.
- b) 2 complete collision avoidance exercises will be performed by each test rider from 65mph.
- c) Rider will make an aggressive brake application (threshold braking) for a distance of approximately 115', release the brakes, followed immediately by an aggressive lane change to the right/left within 10'.
- d) At conclusion of lane change, rider will then make an aggressive brake application to a stop.

**Acceptance Criteria:**

- o UUT shall maintain stability without buffeting, oscillation, chassis movement, wobble, weave, handlebar shaking, sway or other feeling of looseness.

**4.7 FLAT TIRE**

**Test 1: Flat tire test**

- a) Both new tires, pre-mounted and balanced wheel assembly, shall be tested separately.
- b) Replace rear tire with a new tire.
- c) Decrease rear tire pressure at a rate of 25% of recommended pressure and perform test (f).
- d) Replace rear tire with original tire used for testing and front tire with a new tire.
- e) Decrease front tire pressure at a rate of 25% of recommended pressure and perform test (f).
- f) UUT shall be operated with one tire flat for the following; (a)  $\frac{1}{2}$  mile, (b) Speed at 55 mph and (c)  $\leq$  8 lane changes,

**Acceptance Criteria:**

- o Tire bead shall remain seated on the rim.
- o UUT and wheels shall not exhibit any undue movement throughout the test procedure.

**4.8 TESTING AND PERFORMANCE REQUIREMENTS FOR ELECTRICAL AND RADIO TESTING**

**4.8.1 UUT shall be equipped with following equipment:**

- a) Low-band radio, approximately 40 Watts RF output power; Ericsson / General Electric "Rangr", or equivalent, with vendor supplied antenna.
- b) Low power (approximately 0.45 Watts RF output power) VHF hi-band vehicular repeater; Ericsson / General Electric model 349A9916P1 low power, or equivalent.
- c) Radar system; Applied Concept "Stalker Dual" compact style radar system, with, display head, logic unit, radar amplifier and 2 "mini" antennas, or equivalent system.
- d) Public Safety Equipment (speaker/siren equipment); "Code 3" model 3950 siren amplifier with Federal Signal Corporation Model MS-100 speaker, or equivalent system.

- 4.8.2 For those tests which are to be performed with the engine running, the motorcycle engine shall be operated at the following 2 speeds:

- a) Idle Speed: Factory recommended engine idle speed.
- b) High Speed: Unloaded engine at 2500 RPM.

4.8.3 If any modifications to vendor's proposed UUT are made at the test site and on the day of the test, they shall be made prior to commencement of the session of Radio EMI/RFI Testing.

4.8.4 All electronic and or electrical equipment of the UUT shall be shielded and grounded, as a standard measure intended to minimize RFI/EMI in the range of 35-50 and 138-174 MHz.

4.8.5 Electronic and/or electrical equipment installed on the UUT shall have sufficient suppression of conducted and/or radiated electromagnetic energy to prevent performance degradation below the standards presented in this specification.

4.8.6 All Radio tests shall be conducted by the State of California, Department of General Services, Telecommunications Division using State supplied radio equipment.

#### 4.9 ELECTRICAL TESTING

- a) When UUT is turned off, battery shall function for 20 minutes simultaneously running taillight, blue ID lights, rear flashers, headlamp, & radios on standby. Unit shall restart as normal following this test.
- b) Electronic ignition shall not degrade the effective sensitivity of the following radios more than 1.5 dB:
  - I. 40 W, 35-50 MHz radio system installed on unit.
  - II. 450 mW, 150-174 MHz radio system installed on unit.
  - III. 6 W, 138-174 MHz portable radio, operated within 3' of any part of the unit.

Note: For electrical conductivity, ½" wide ground straps for antenna mounting bracket may be added to the frame of the unit. All ground straps shall be color matched to surrounding.

- c) Siren shall not exhibit a delay when turned on.
- d) When UUT is running in idle, all lights, radios, and siren shall be able to function simultaneously without depleting the battery.

4.10 **RADIO TESTING:** Vendor supplied motorcycle antennas and antenna brackets shall be submitted to CHP with their mounting instructions and shall be evaluated by the State for acceptance as follows:

- a) Antenna configuration.
- b) Adequate mounting spaces between the antenna coil and the radio box cover, and between the antenna mounting assembly and the motorcycle tail lights.
- c) Audible antenna wind noise.
- d) Deterioration of the antenna components.
- e) Contacts with rider during maneuvers, mounting, and dismounting.

#### **Baseline Test:** Baseline Radio/Antenna System Performance Test:

The following measurements shall be performed for both the UUT and the reference CHP Motor Unit (RU), with engine off and battery voltage of RU and the UUT  $\geq 12.5\text{VDC}$  at all times during all the tests.

- a) Basic sensitivity of each receiver.
- b) RF output power of each transmitter into a dummy load.
- c) RF output power and return loss of each transmitter into vehicle antenna.
- d) Voltage of vehicle battery.
- e) Receiver basic sensitivity of the UUT shall be within  $\pm 3.0$  dB of the RU.
- f) RF output power of the UUT into a dummy load shall be within  $\pm 5.0$  Watt of the RU.
- g) Return loss of RU and UUT shall be at least 14 dB.

#### **Test 1: Motorcycle Antenna Return Loss (ARL)**

For this measurement, test equipment type and configuration shall be as shown in Figure "A", utilizing a return loss bridge and spectrum analyzer, or an equivalent test unit (a network analyzer, for instance). UUT should be separated from the test equipment by a horizontal distance of at least 20 feet. Refer to (Figure "A",

Continued) for a graphical presentation of the return loss requirement

**Acceptance criteria:**

- o ARL:  $\geq 14\text{dB}$  with a minimum bandwidth of 1MHz at  $42.5\text{MHz} \pm 0.5\text{MHz}$ .
- o ARL Stability:  $\geq 14\text{dB}$  with a minimum bandwidth of 1MHz at  $42.5\text{MHz} \pm 0.5\text{MHz}$ .
- o ARL across the band shall remain  $\geq 14\text{dB}$  and its resonant frequency shall stay within  $42.5\text{MHz} \pm 0.5\text{MHz}$  when a motorcycle operator weighing  $\geq 180$  lbs. walks within a 10' radius of the motorcycle, mounts, dismounts and sits on the motorcycle with both hands on the handlebars.

**Test 2: Receive System Sensitivity (12 dB SINAD method)**

- a) For this measurement, test equipment type and configuration shall be as shown in Figure "B".
- b) The test signal shall be generated from a location approximately 500 feet, in a horizontal plane, from the motorcycle being tested.
- c) The Performance Baseline for this test shall be determined by measuring the effective sensitivity of the RU (12 dB SINAD measurement). The performance of the UUT shall be adjusted for the difference in basic sensitivity between the RU and the UUT. Note: The bidder should be prepared to meet a performance level for this parameter of at least  $-95\text{ dBm}$ .
- d) Location of test signal, and location/orientation of the motorcycles shall be same for each test.

**Acceptance criteria:**

- o System Sensitivity:
  - UUT (engine off)  $\leq$  (Performance Baseline + 1.5 dB)
- o Conducted and/or Radiated Noise:
  - UUT (engine idle)  $\leq$  (Performance Baseline + 3.5 dB)
  - UUT (high speed)  $\leq$  (Performance Baseline + 3.5 dB)

**Test 3: Antenna Pattern**

- a) Test is to determine conformity of horizontal radiation pattern of the UUT and its antenna with the RU.
- b) Transmitting and receiving signal strength measurements shall be taken in a horizontal plane, at  $22.5^\circ$  increments in a  $360^\circ$  radius, beginning at  $0^\circ$  and continuing clockwise, where  $0^\circ$  is directly in front of and in line with the horizontal plane of the motorcycle being tested.
- c) For transmitting signal strength measurement, test equipment type/configuration is shown in Figure "C".
- d) For receiving signal strength measurement, test equipment type/configuration is shown in Figure "B".

**Acceptance criteria:** For the UUT to be acceptable, it shall exhibit following results;

- o Less than 25% of radials tested shall have signal reception and transmission degradation  $> 2\text{dB}$  of that measured for the RU.
- o No more than 2 adjacent radials shall have a signal degradation  $> 2\text{ dB}$  of the RU, for the transmit and receive antenna pattern tests, respectively.

**Note:** For this test, measurements of the performance of the UUT shall be adjusted for the difference in basic sensitivity and transmitter power between the RU and the UUT



FIGURE A  
ANTENNA TEST SETUP

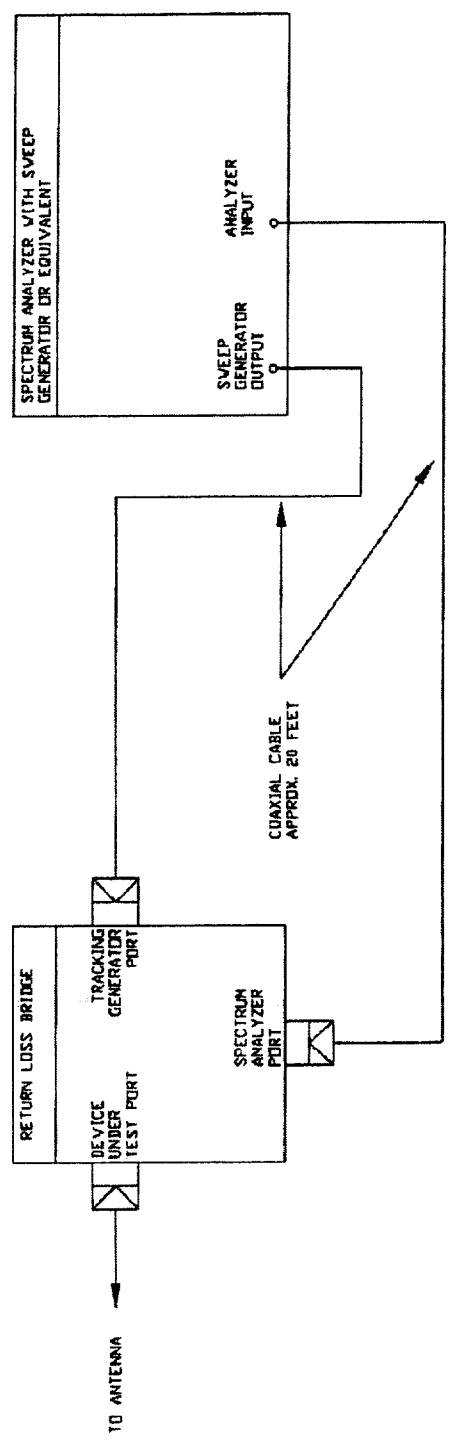


FIGURE A (CONTINUED)  
ANTENNA TEST SETUP

ANTENNA RETURN LOSS STABILITY

RETURN LOSS MUST STAY OUTSIDE THE SHADED AREA UNDER ALL CIRCUMSTANCES

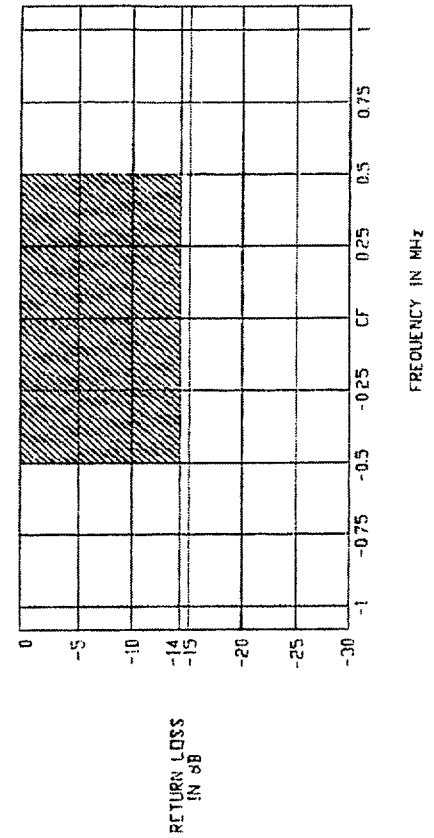
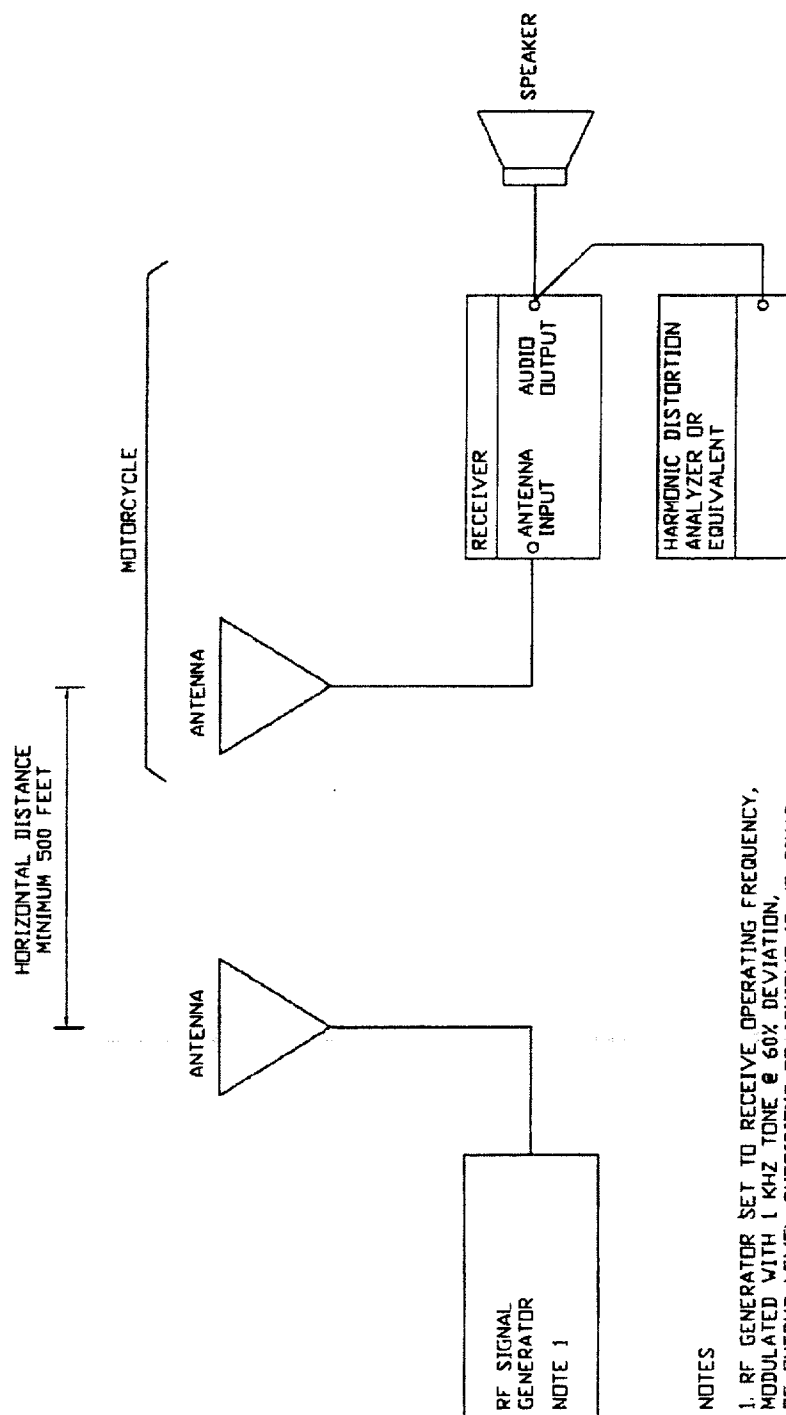


FIGURE B  
EQUIPMENT TEST SETUP

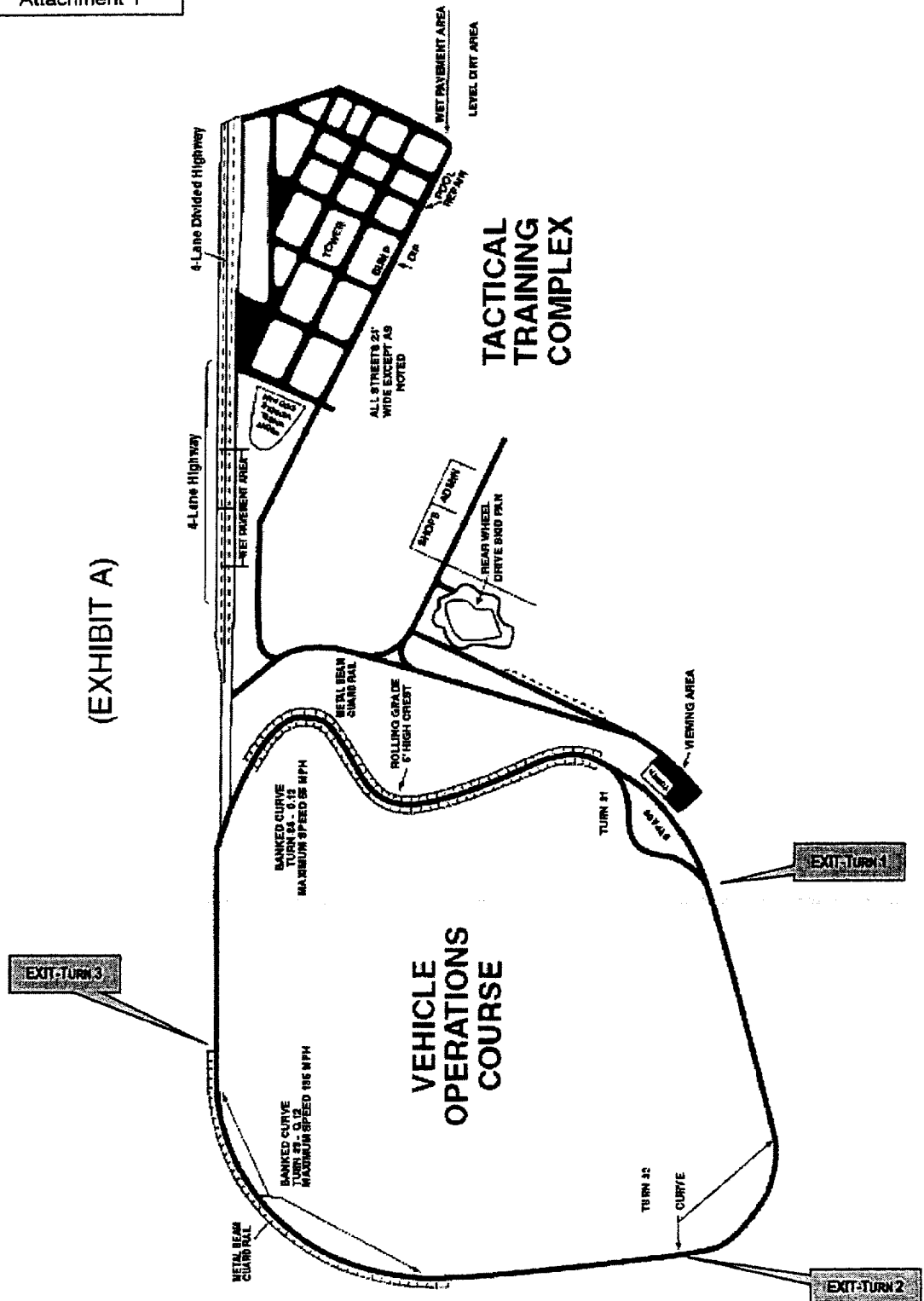


NOTES

1. RF GENERATOR SET TO RECEIVE OPERATING FREQUENCY, MODULATED WITH 1 KHZ TONE @ 60% DEVIATION, RF OUTPUT LEVEL SUFFICIENT TO ACHIEVE 12 dB SINAD AT RECEIVER.

## Attachment 1

(EXHIBIT A)



## Attachment 2

**CALIFORNIA CODE OF REGULATIONS**  
**13 CA ADC § 1141**

13 CCR s 1141  
 Cal. Admin. Code tit. 13, s 1141

**BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS**

TITLE 13. MOTOR VEHICLES  
 DIVISION 2. DEPARTMENT OF THE CALIFORNIA HIGHWAY PATROL  
 CHAPTER 5. SPECIAL VEHICLES  
 ARTICLE 5. COLOR OF TRAFFIC LAW ENFORCEMENT VEHICLES

Register 2007, No. 5 s 1141. Color Requirements.

Each motor vehicle shall have an exterior finish, exclusive of wheels, trim, and identification indicia, as follows:

(a) Vehicles Except Motorcycles.

Vehicles, except motorcycles, shall be painted:

- (1) Entirely white; or
- (2) White, except that an area not less than and including the front door panels shall be black; or
- (3) Black, except that an area not less than and including the front door panels shall be white; or
- (4) Any other color that contrasts sharply with white, providing an area not less than and including the front door panels is white and the indicia or names of governmental entities operating the vehicles are displayed on the front door panels.

(b) Stripes. Painted stripes, if used, shall be no wider than 6 inches.

(c) Motorcycles. Each motorcycle shall have one of the following finishes:

- (1) Entirely white; or
- (2) The sides of the tank and fenders shall be white or the fenders may be entirely white or entirely black; the remaining portions of the motorcycle, which normally receive a painted or enameled finish, shall be black, white, or a combination of black and white, except that these surfaces may have a sharply contrasting accent color overlaying the predominant black and/or white background.

<General Materials (GM) - References, Annotations, or Tables>

Note: Authority cited: Section 2402, Vehicle Code. Reference: Section 40800, Vehicle Code.

**HISTORY**

- 1. Amendment filed 4-8-77; designated effective 5-9-77 (Register 77, No. 15).
- 2. Editorial correction adding NOTE filed 4-28-83 (Register 83, No. 18).
- 3. Amendment of subsections (b) and (c)(2) filed 8-31-93; operative 10-1-93 (Register 93, No. 36).

13 CCR s 1141, 13 CA ADC s 1141 1CAC  
 13 CA ADC s 1141

END OF DOCUMENT

# EXHIBIT “B”

**Quote**

3/31/2010

State Contract 1-07-23-30

City Of Long Beach

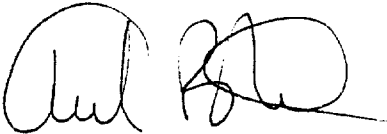
2009 BMW R1200RT-P	\$20,649.00
Heated Grips	\$239.80
Front 45 degree LED (2)	\$195.80
Exterior Blue optix LED	\$100.98
Exterior Red optix LED	\$100.98
Auxiliary LED Mounting Plate	\$48.88
BMW Take Down Lights	\$418.28
Note pad holder	\$28.88
Map light	\$95.70
Rear flashlight batton holder	\$147.40
Horizontal Shotgun Mount	\$444.00
Battery Charger II	\$56.93
Power Management Module	\$114.68
Stalker 2 Radar Gun Mount	\$59.40
Delete Display Head Mount	-\$43.73
Delete Front & Rear Antenna Mounts	-\$63.53
Install cutomer supplied radio	N/C
	<b>\$22,593.45</b>

Sales Tax	9.75%	<b>\$2,202.86</b>
Tire Fee		\$3.50

<b>Grand Total OTD</b>	<b>\$24,799.81</b>
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Includes Doc and DMV Fees

DGS useage fee @2.06%	
Paid to the State of California	<b>\$465.43</b>



Charles Berthon