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AGREEMENT

**31889**

THIS AGREEMENT is made and entered, in duplicate, as of October 11, 2010 for reference purposes only, pursuant to Resolution No. RES-10-0123 adopted by the City Council of the City of Long Beach at its meeting on October 5, 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 parts and service for BMW motorcycles; and

WHEREAS, the City of Santa Monica has a contract for the purchase of parts and service for BMW motorcycles under Blanket Purchase Order No. 18179 ("Santa Monica PO"); and

WHEREAS, Resolution No. RES-10-0123 authorizes the City Purchasing Agent to purchase parts and service for BMW motorcycles by virtue of the Santa Monica PO;

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

1. The Santa Monica PO, 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 Santa Monica PO shall be applicable here except as follows:

A. Wherever the Santa Monica PO refers to the City of Santa Monica, it shall be deemed to refer to the City of Long Beach;

B. Contractor shall sell, furnish and deliver to the City parts and

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 service for BMW motorcycles of substantially the same type and kind purchased  
2 by the City of Santa Monica and on the same terms and conditions offered to the  
3 City of Santa Monica, for an amount not to exceed One Hundred Fifty Thousand  
4 Dollars (\$150,000), including tax, for a period of one (1) year, with the option of  
5 renewing for one (1) additional one (1) year period. To the extent that the Santa  
6 Monica PO and this Agreement are inconsistent, the following priority shall govern:  
7 (1) this Agreement and (2) the Santa Monica PO.

8 C. Payment for the parts and service for BMW motorcycles  
9 purchased from Contractor by the City shall be made by the City on delivery to and  
10 acceptance of the parts and service for BMW motorcycles by the City and  
11 submittal of an invoice to the City. Payment is due thirty (30) days after the date of  
12 the invoice.

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

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

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

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

24 4. The terms appearing on the Santa Monica PO are incorporated in  
25 this Agreement.


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

1           6. This Agreement and all documents which are incorporated by  
2 reference in this Agreement constitute the entire understanding between the parties and  
3 supersede all other agreements, oral or written, with respect to the subject matter of this  
4 Agreement. If there is any legal proceeding between the parties to enforce or interpret  
5 this Agreement, or to protect or establish any rights or remedies, the prevailing party shall  
6 be entitled to its costs and expenses, including reasonable attorney's fees.


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

9           R.C.A. INVESTMENTS, INC. DBA LONG  
10 BEACH BMW MOTORCYCLES, a  
California corporation

11 \_\_\_\_\_, 2010

By   
President  
\_\_\_\_\_  
Ryan Autrey  
Type or Print Name

12 \_\_\_\_\_, 2010

By   
Secretary  
\_\_\_\_\_  
Robert Autrey  
Type or Print Name

17 "Contractor"

18 CITY OF LONG BEACH, a municipal  
19 corporation           Assistant City Manager

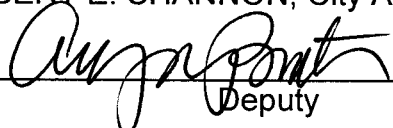
20 11.1. \_\_\_\_\_, 2010

By   
City Manager           **EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

21 "City"

22           This Agreement is approved as to form on October 25,  
23 2010.

25 ROBERT E. SHANNON, City Attorney

26 By   
Deputy

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

# EXHIBIT “A”

CITY OF SANTA MONICA

Date: 8/4/2010

Blanket Purchase Order

Page - 1

Order Number 18179 - 000 - OF

Branch/Plant 54554

Shipped From: Long Beach BMW Motorcycles  
PO Box 90639  
Long Beach CA 90809

Ship/Bill To: Fleet Management  
2500 Michigan Avenue  
Santa Monica CA 90404

Vendor Number: 318068

Ordered	8/4/2010	Freight	Requested	8/4/2010	Entered By
Delivery					

Line	Rev	Description / Supplier Item	Account Number	Qty	Unit Price	PR UM	Extended Price	Request Date	Order No	Ty
1	0	VEHICLES - REPAIRS	54554.522920		.00	EA	10,000.00	8/4/2010	00034690	OG
2	0	VEHICLES - REPAIRS	54554.522920		.00	EA	500.00	8/4/2010	00034690	OG

Provide various BMW motorcycle parts and services as required by Fleet Management during the period of 7/01/10 through 6/30/11.

One additional one year renewal option is available as follows:

Year 2 (7/01/11 - 6/30/12): Same price, terms and conditions.

Pricing per your RFQ#: 34649-DG, dated 06/22/10.

Hourly Rate: \$96.00

Emergency (after hours) rate: \$96.00

Percentage discount off manufacturer's price list on parts: 15%

Same day or next day delivery for in stock items at no freight cost to the City.

Vendor Contact: Charles Berthon

Vendor Phone: 562-426-1200

Vendor Fax: 562-426-1157

Vendor Email: charlesb@lbbmwmotorcycles.com

Subtotal 10,500.00

Tax Group Summa

IMPORTANT INSTRUCTIONS - TRANSPORTATION CHARGES MUST BE PREPAID ON ALL PURCHASES WHERE F.O.B. POINT IS OTHER THAN SANTA MONICA, CA. THESE CHARGES MAY BE ADDED TO VENDOR'S INVOICE AND SHOWN AS SEPARATE ITEM.

VENDOR DOES NOT REQUIRE A CITY OF SANTA MONICA BUSINESS LICENSE.

VENDOR DOES REQUIRE A CITY OF SANTA MONICA BUSINESS LICENSE. VENDOR'S LICENSE NUMBER IS \_\_\_\_\_

VENDOR DOES REQUIRE A CITY OF SANTA MONICA BUSINESS LICENSE BUT HAS NOT YET OBTAINED ONE. VENDOR HAS BEEN NOTIFIED BY \_\_\_\_\_ THAT NO PAYMENT WILL BE MADE UNTIL VENDOR FURNISHES EVIDENCE OF A CURRENT CITY OF SANTA MONICA BUSINESS LICENSE TO THE CITY'S FINANCE DEPARTMENT. CALL (310) 468-8745 FOR AN APPLICATION.

BY:   
BUYER

TEL: (310) 468-8281

FAX: (310) 393-6142

CSM0004OFR  
Reprint a Fiscal PO (doc type)

CITY OF SANTA MONICA

Date: 8/4/2010

Blanket Purchase Order

Page - 2

Order Number 18179 - 000 - OF

Branch/Plant 54554

Shipped From: Long Beach BMW Motorcycles  
PO Box 90639  
Long Beach CA 90809

Ship/Bill To: Fleet Management  
2500 Michigan Avenue  
Santa Monica CA 90404

Vendor Number: 318068

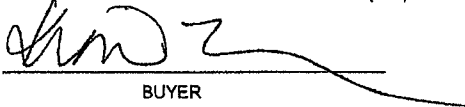
Ordered 8/4/2010 Freight Requested 8/4/2010 Entered By  
Delivery

Line Rev	Description / Supplier Item	Account Number	Qty	Unit Price	PR UM	Extended Price	Request Date	Order No	Ty
	Y)Taxable	9.750 %	10,000.00	975.00					

Term Due Upon Receipt Tax Rate Sales Tax 975.00 Total Order: \$ 11,475.00

IMPORTANT INSTRUCTIONS - TRANSPORTATION CHARGES MUST BE PREPAID ON ALL PURCHASES WHERE F.O.B. POINT IS OTHER THAN SANTA MONICA, CA. THESE CHARGES MAY BE ADDED TO VENDOR'S INVOICE AND SHOWN AS SEPARATE ITEM.

- VENDOR DOES NOT REQUIRE A CITY OF SANTA MONICA BUSINESS LICENSE.
- VENDOR DOES REQUIRE A CITY OF SANTA MONICA BUSINESS LICENSE. VENDOR'S LICENSE NUMBER IS \_\_\_\_\_
- VENDOR DOES REQUIRE A CITY OF SANTA MONICA BUSINESS LICENSE BUT HAS NOT YET OBTAINED ONE. VENDOR HAS BEEN NOTIFIED BY \_\_\_\_\_ THAT NO PAYMENT WILL BE MADE UNTIL VENDOR FURNISHES EVIDENCE OF A CURRENT CITY OF SANTA MONICA BUSINESS LICENSE TO THE CITY'S FINANCE DEPARTMENT. CALL (310) 458-8745 FOR AN APPLICATION.

BY:   
BUYER

TEL: (310) 458-8281 FAX: (310) 393-6142

CSM0004OFR  
Reprint a Fiscal PO (doc type)



FINANCE DEPARTMENT  
PURCHASING SECTION  
1717 4<sup>TH</sup> STREET, SUITE 250  
SANTA MONICA, CA 90401  
WWW.SMGOV.NET  
(310) 393-6142 FAX

# REQUEST FOR QUOTATION

PAGE 1 OF 9

(THIS IS NOT AN ORDER)

FOR MORE INFORMATION ABOUT THIS REQUEST,  
CONTACT KIMBERLIE NIMORI AT (310) 459-2211 OR  
KIMBERLIE.NIMORI@SMGOV.NET.

POSTING DATE	QUOTATION NUMBER	CLOSING DATE
06/10/10	34649-OG	06/23/10

**PLEASE RESPOND NO LATER THAN 5PM, PACIFIC TIME ON JUNE 23, 2010**  
EMAIL: [KIMBERLIE.NIMORI@SMGOV.NET](mailto:KIMBERLIE.NIMORI@SMGOV.NET) OR FAX: (310) 393-6142

BIDDER INFORMATION (TO BE COMPLETED BY BIDDING COMPANY)	INSTRUCTIONS TO BIDDERS
COMPANY NAME: <u>LONG BEACH BMW MOTORCYCLES</u> REPRESENTATIVE: <u>CHARLES BERTON</u> ADDRESS: <u>2125 E. SPRING ST.</u> CITY, ST, ZIP: <u>LONG BEACH, CA. 90806</u> PHONE: <u>562.426.1200</u> FAX: <u>562.426.1157</u> EMAIL: <u>CharlesB@lbbmwmotorcycles.com</u> SIGNATURE:	1. THE CITY OF SANTA MONICA RESERVES THE RIGHT TO ACCEPT ANY PART OR ALL OF THIS BID AT THE PRICES QUOTED. THE RIGHT TO REJECT ANY AND/OR ALL BIDS IS RESERVED BY THE CITY. 2. REFERENCES MADE TO MANUFACTURERS NAME, BRAND NAME, PART NUMBERS AND/OR STYLE ARE FOR INFORMATION REGARDING THE LEVEL OF QUALITY AND/OR FUNCTIONAL USE TO WHICH THE ITEMS WILL BE PUT. BIDDERS ARE REQUESTED TO SUBMIT BIDS ON PRODUCTS OF EQUAL QUALITY. 3. ALL ITEMS SHALL BE QUOTED F.O.B. SANTA MONICA, CALIFORNIA, UNLESS OTHERWISE SPECIFIED. 4. COMPLETE ALL FIELDS IN ALL PAGES IN THIS REQUEST AND FAX TO (310) 393-6142. - OFFICE OF THE PURCHASING AGENT

**QUOTATION SUBMISSION GUIDELINE:**

WHEN SUBMITTING DOCUMENTS TO THE CITY OF SANTA MONICA, VENDORS ARE REQUIRED TO COMPLY WITH THE FOLLOWING:

*ALL SUBMITTALS SHALL BE EMAILED IN DIGITAL FORMAT OR FAXED.*

THIS WAS DEVELOPED AS PART OF SANTA MONICA'S SUSTAINABLE CITY PROGRAM TO PROMOTE WASTE REDUCTION AND RESOURCE CONSERVATION WITHIN THE COMMUNITY. THANK YOU FOR YOUR COOPERATION IN THIS IMPORTANT EFFORT.

**\*\*\*\*IMPORTANT DATES\*\*\*\***

- VENDORS HAVE UNTIL 5:00 P.M. PT. JUNE 15, 2010 TO SUBMIT ANY QUESTIONS REGARDING THIS BID. PLEASE E-MAIL OR FAX YOUR QUESTIONS/REQUESTS TO: KIMBERLIE NIMORI: [KIMBERLIE.NIMORI@SMGOV.NET](mailto:KIMBERLIE.NIMORI@SMGOV.NET) OR FAX: 310-393-6142.
- ANSWERS TO INQUIRIES RECEIVED WILL BE POSTED ONLINE BY 5:00 PM PT ON JUNE 17, 2010.
- FAX OR EMAIL BID TO KIMBERLIE NIMORI AT (310) 393-6142 BY 5:00 PM PT, JUNE 23, 2010.

~~~ TO BE COMPLETED BY BIDDING COMPANY ~~~

| F.O.B. POINT        | PAYMENT TERMS<br>(LESS THAN 20 DAYS WILL NOT BE CONSIDERED) | DELIVERY WITHIN |
|---------------------|-------------------------------------------------------------|-----------------|
| <u>SANTA MONICA</u> | <u>NET 30</u>                                               | <u>1-2 days</u> |



FINANCE DEPARTMENT  
PURCHASING SECTION  
1717 4<sup>TH</sup> STREET, SUITE 250  
SANTA MONICA, CA 90401  
WWW.SMGOV.NET  
(310) 393-8142 FAX

# REQUEST FOR QUOTATION

PAGE 2 OF 9

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CONTACT KIMBERLIE NIMORI AT (310) 458-2211 OR  
KIMBERLIE.NIMORI@SMGOV.NET.

| POSTING DATE | QUOTATION NUMBER | CLOSING DATE |
|--------------|------------------|--------------|
| 06/10/10     | 34649-OG         | 06/23/10     |

**PLEASE RESPOND NO LATER THAN 5PM, PACIFIC TIME ON JUNE 23, 2010.**

EMAIL: KIMBERLIE.NIMORI@SMGOV.NET OR FAX: (310) 393-6142

**FURNISH AND DELIVER VARIOUS BMW MOTORCYCLE PARTS AND SERVICES AS REQUIRED BY FLEET MANAGEMENT DIVISION DURING THE PERIOD 07/01/10 THROUGH 6/30/11.**

HOURLY LABOR RATE: \$ 96.00

EMERGENCY (AFTER HOURS) LABOR RATE: \$ 96.00

PERCENTAGE DISCOUNT OFF MANUFACTURER'S PRICE LIST ON PARTS NOT LISTED BELOW:

15 % TO 15 %.

RESPONSE TIME/DELIVERY TERMS:

SAME DAY OR NEXT DAY DELIVERY FOR IN-STOCK ITEMS AT NO FREIGHT COST TO THE CITY

CAN COMPLY

CANNOT COMPLY

ADDITIONAL INFORMATION:

~~~ TO BE COMPLETED BY BIDDING COMPANY ~~~

| NAME OF BIDDING COMPANY    | PHONE        | INITIALS OF REPRESENTATIVE |
|----------------------------|--------------|----------------------------|
| LONG BEACH BMW MOTORCYCLES | 562.426.1200 |                            |





FINANCE DEPARTMENT  
PURCHASING SECTION  
1717 4<sup>TH</sup> STREET, SUITE 250  
SANTA MONICA, CA 90401  
WWW.SMGOV.NET  
(310) 393-6142 FAX

# REQUEST FOR QUOTATION

PAGE 3 OF 8

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FOR MORE INFORMATION ABOUT THIS REQUEST,  
CONTACT KIMBERLIE NIMORI AT (310) 458-2211 OR  
KIMBERLIE.NIMORI@SMGOV.NET.

| POSTING DATE | QUOTATION NUMBER | CLOSING DATE |
|--------------|------------------|--------------|
| 06/10/10     | 34649-OG         | 06/23/10     |

**PLEASE RESPOND NO LATER THAN 5PM, PACIFIC TIME ON JUNE 23, 2010.**  
EMAIL: KIMBERLIE.NIMORI@SMGOV.NET OR FAX: (310) 393-6142

## RENEWAL OPTIONS

(COMPLETE IF BIDDING)

THE CITY DESIRES THE RIGHT AND OPTION TO EXTEND ANY CONTRACT HEREUNDER FOR A PERIOD OF ONE OR TWO ADDITIONAL ONE-YEAR PERIODS FROM DATE OF EXPIRATION AT THE SAME PRICE, TERMS AND CONDITIONS.

### PRICE, TERMS AND CONDITIONS

PERIOD 2 (07/01/11- 06/30/12)

NO RENEWAL OPTION OFFERED.

SAME, PRICES, TERMS AND CONDITIONS.

%  INCREASE /  DECREASE (SELECT ONE) OF PREVIOUS YEAR'S PRICES.  
(IF NO SELECTION IS MADE, IT WILL BE ASSUMED THAT THE PERCENTAGE IS AN INCREASE OF THE PREVIOUS YEAR'S PRICES).

SPECIFY ALTERNATE TERMS AND CONDITIONS IF APPLICABLE: \_\_\_\_\_

PERIOD 3 (07/01/12- 06/30/13)

NO RENEWAL OPTION OFFERED.

SAME, PRICES, TERMS AND CONDITIONS.

%  INCREASE /  DECREASE (SELECT ONE) OF PREVIOUS YEAR'S PRICES.  
(IF NO SELECTION IS MADE, IT WILL BE ASSUMED THAT THE PERCENTAGE IS AN INCREASE OF THE PREVIOUS YEAR'S PRICES).

SPECIFY ALTERNATE TERMS AND CONDITIONS IF APPLICABLE: \_\_\_\_\_

IT IS AGREED THAT IF ANY OPTION GRANTED HEREIN IS EXERCISED, THE CITY SHALL NOTIFY THE CONTRACTOR DURING THE LIFE OF THE CONTRACT AND AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE CONTRACT.

FOB: Santa Monica DELIVERY WITHIN 2 DAYS PAYMENT TERMS: NET 30 (LESS THAN 20 DAYS WILL NOT BE CONSIDERED)

NAME OF PERSON QUOTING (PLEASE PRINT): CHARLES BOETHMAN

SIGNATURE: [Signature] DATE: 6/22/10

COMPANY NAME: LONG BEACH BMW MOTORCYCLES

ADDRESS, CITY, ST, ZIP: 2225 E. SPRING ST. LONG BEACH, CA. 90806

REMIT TO (IF DIFFERENT): \_\_\_\_\_

PHONE NUMBER: 562.426.1200 FAX NUMBER: 562.426.1157

~~~ TO BE COMPLETED BY BIDDING COMPANY ~~~

| NAME OF BIDDING COMPANY    | PHONE        | INITIALS OF REPRESENTATIVE |
|----------------------------|--------------|----------------------------|
| LONG BEACH BMW MOTORCYCLES | 562.426.1200 | [Signature]                |



FINANCE DEPARTMENT  
PURCHASING SECTION  
1717 4<sup>TH</sup> STREET, SUITE 250  
SANTA MONICA, CA 90401  
WWW.SMGOV.NET  
(310) 393-8142 FAX

# REQUEST FOR QUOTATION

PAGE 4 OF 9

(THIS IS NOT AN ORDER)

FOR MORE INFORMATION ABOUT THIS REQUEST,  
CONTACT KIMBERLIE NIMORI AT (310) 458-2211 OR  
KIMBERLIE.NIMORI@SMGOV.NET.

| POSTING DATE | QUOTATION NUMBER | CLOSING DATE |
|--------------|------------------|--------------|
| 06/10/10     | 34649-OG         | 06/23/10     |

**PLEASE RESPOND NO LATER THAN 5PM, PACIFIC TIME ON JUNE 23, 2010.**  
EMAIL: [KIMBERLIE.NIMORI@SMGOV.NET](mailto:KIMBERLIE.NIMORI@SMGOV.NET) OR FAX: (310) 393-6142

## BUSINESS LICENSE & INSURANCE REQUIREMENTS

(COMPLETE IF BIDDING)

PLEASE CHECK WHERE APPLICABLE:

1. DO YOU COME ONTO CITY OF SANTA MONICA PROPERTY TO PERFORM YOUR SERVICE?

YES  NO

2. DO YOU DELIVER PARTS AND/OR PRODUCTS IN YOUR OWN COMPANY VEHICLE?

YES  NO

IF YOU CHECKED "YES" TO EITHER/BOTH QUESTIONS, PLEASE REFER BELOW AND TO THE NEXT PAGE FOR BUSINESS LICENSE & INSURANCE REQUIREMENTS.

- IF YOU COME ONTO CITY OF SANTA MONICA PROPERTY TO PERFORM YOUR SERVICE, YOU WILL BE REQUIRED TO HAVE A CITY OF SANTA MONICA BUSINESS LICENSE AND INSURANCE (SEE BELOW FOR DESCRIPTIONS).
- IF YOU DELIVER PARTS AND/OR PRODUCTS IN YOUR OWN COMPANY VEHICLE AND DO NOT PERFORM ANY SERVICE EXCEPT DELIVERY, YOU WILL BE REQUIRED TO HAVE A CITY OF SANTA MONICA DELIVERY LICENSE ONLY (SEE BELOW FOR DESCRIPTIONS).

### BUSINESS/DELIVERY LICENSE

A CITY OF SANTA MONICA BUSINESS LICENSE IS REQUIRED. PLEASE CALL (310) 458-8745 FOR FURTHER INFORMATION OR VISIT: [www.businesslicense.smgov.net](http://www.businesslicense.smgov.net)

PLEASE INDICATE IF YOU CAN/CANNOT COMPLY:

CAN COMPLY  CANNOT COMPLY

I ALREADY HAVE AN ACTIVE OR CURRENT CITY OF SANTA MONICA BUSINESS LICENSE. # \_\_\_\_\_

**IMPORTANT NOTE** - THE INSURANCE AND BUSINESS LICENSE DOCUMENTATION IS NOT REQUIRED TO PARTICIPATE IN BID PROCESS BUT WILL BE REQUIRED PRIOR TO AWARD OF BID.

~ ~ ~ TO BE COMPLETED BY BIDDING COMPANY ~ ~ ~

| NAME OF BIDDING COMPANY    | PHONE        | INITIALS OF REPRESENTATIVE |
|----------------------------|--------------|----------------------------|
| LONG BEACH BMW MOTORCYCLES | 562.426.1200 |                            |



FINANCE DEPARTMENT  
PURCHASING SECTION  
1717 4<sup>TH</sup> STREET, SUITE 260  
SANTA MONICA, CA 90401  
WWW.SMGOV.NET  
(310) 393-8142 FAX

# REQUEST FOR QUOTATION

PAGE 5 OF 8

(THIS IS NOT AN ORDER)

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KIMBERLIE.NIMORI@SMGOV.NET.

| POSTING DATE | QUOTATION NUMBER | CLOSING DATE |
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| 06/10/10     | 34649-OG         | 06/23/10     |

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EMAIL: [KIMBERLIE.NIMORI@SMGOV.NET](mailto:KIMBERLIE.NIMORI@SMGOV.NET) OR FAX: (310) 393-8142

## BUSINESS LICENSE & INSURANCE REQUIREMENTS

(CONTINUED)  
(COMPLETE IF BIDDING)

IF AWARDED THE BID, VENDOR MUST COMPLY WITH PROPER AND COMPLETE INSURANCE REQUIREMENTS AND MUST OBTAIN A CITY OF SANTA MONICA BUSINESS LICENSE PRIOR TO COMMENCEMENT OF JOB.

### INSURANCE

AWARDEE WILL BE REQUIRED TO PROVIDE AND MAINTAIN PROOF OF INSURANCE IN THE FOLLOWING MINIMUM LIMITS:

- 1. COMMERCIAL GENERAL LIABILITY POLICY**  
CONTRACTOR SHALL MAINTAIN THE COMMERCIAL GENERAL LIABILITY POLICY WITH GARAGE LIABILITY ENDORSEMENT OR A GARAGE LIABILITY POLICY WITH A LIMIT OF NOT LESS THAN \$1,000,000 EACH OCCURRENCE/\$2,000,000 IN THE ANNUAL AGGREGATE.
- 2. BUSINESS AUTO INSURANCE**  
CONTRACTOR SHALL MAINTAIN BUSINESS AUTO LIABILITY WITH A LIMIT OF NOT LESS THAN \$1,000,000 EACH ACCIDENT.
- 3. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**  
CONTRACTOR SHALL MAINTAIN WORKERS' COMPENSATION INSURANCE AS REQUIRED BY THE STATE OF CALIFORNIA AND EMPLOYER'S LIABILITY INSURANCE IN THE AMOUNT OF \$1,000,000 PER ACCIDENT FOR BODILY INJURY OR DISEASE.

#### \*\*\*\* IMPORTANT NOTES \*\*\*\*

- GENERAL LIABILITY - THE CITY OF SANTA MONICA MUST BE ENDORSED AS "ADDITIONAL INSURED" ON THE POLICY.
- WORKERS' COMPENSATION - THE WAIVER OF SUBROGATION AGAINST THE CITY OF SANTA MONICA, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS MUST BE ENDORSED ON THE POLICY.
- COST OF INSURANCE - CONTACT YOUR INSURANCE CARRIER PRIOR TO SUBMITTING PRICING AS THERE MAY BE ADDITIONAL CHARGES RELATED TO THE CITY'S INSURANCE REQUIREMENTS.
- ACCEPTABILITY OF INSURERS - INSURANCE IS TO BE PLACED WITH INSURERS WITH A CURRENT A.M. BEST'S RATING OF NO LESS THAN A:8 UNLESS OTHERWISE APPROVED BY THE CITY'S RISK MANAGER.

PLEASE INDICATE IF YOU CAN/CANNOT COMPLY:

CAN COMPLY

CANNOT COMPLY

**IMPORTANT NOTE** - THE INSURANCE AND BUSINESS LICENSE DOCUMENTATION IS NOT REQUIRED TO PARTICIPATE IN BID PROCESS.

--- TO BE COMPLETED BY BIDDING COMPANY ---

| NAME OF BIDDING COMPANY    | PHONE        | INITIALS OF REPRESENTATIVE |
|----------------------------|--------------|----------------------------|
| LONG BEACH BMW MOTORCYCLES | 562.426.1200 | (initials)                 |



**FINANCE DEPARTMENT  
PURCHASING SECTION**  
1717 4<sup>TH</sup> STREET, SUITE 250  
SANTA MONICA, CA 90401  
WWW.SMGOV.NET  
(310) 393-6142 FAX

# REQUEST FOR QUOTATION

PAGE 6 OF 9

(THIS IS NOT AN ORDER)

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CONTACT KIMBERLIE NIMORI AT (310) 458-2211 OR  
KIMBERLIE.NIMORI@SMGOV.NET.

| POSTING DATE | QUOTATION NUMBER | CLOSING DATE |
|--------------|------------------|--------------|
| 06/10/10     | 34649-OG         | 06/23/10     |

**PLEASE RESPOND NO LATER THAN 5PM, PACIFIC TIME ON JUNE 23, 2010.**  
EMAIL: KIMBERLIE.NIMORI@SMGOV.NET OR FAX: (310) 393-6142

## TERMS AND CONDITIONS FOR PURCHASE ORDERS (FOR GOODS, COMMODITIES, AND SERVICES) - DO NOT RETURN, RETAIN FOR YOUR RECORDS

- PURCHASE OF GOODS & SERVICES.** CITY AGREES TO PURCHASE, AND VENDOR AGREES TO SELL, THE GOODS ("GOODS") AND TO PROVIDE THE SERVICES RELATED TO THE INSTALLATION OR DELIVERY OF SUCH GOODS ("SERVICES") SET FORTH IN (I) THE CITY'S NOTICE INVITING BIDS OR OTHER WRITTEN SOLICITATION OF BIDS BY THE PURCHASING AGENT ("CITY'S BID DOCUMENTS") AND (II) VENDOR'S BID IN RESPONSE THERETO ("VENDOR'S BID"). THE CITY'S BID DOCUMENTS AND THE VENDOR'S BID SHALL BE REFERRED TO COLLECTIVELY AS THE "BID DOCUMENTS." THE GOODS SHALL BE IN COMPLIANCE WITH ALL OF THE STANDARDS AND SPECIFICATIONS SET FORTH IN THE BID DOCUMENTS, AND THE SERVICES SHALL BE PROVIDED IN THE A MANNER CONSISTENT WITH THAT LEVEL OF CARE AND SKILL ORDINARILY EXERCISED BY MEMBERS IN THE SAME PROFESSION, PRACTICING IN THE SAME LOCALITY UNDER SIMILAR CONDITIONS. IN THE EVENT OF ANY CONFLICT, THE ORDER OF PRECEDENT SHALL BE AS FOLLOWS: (I) SPECIFICATIONS SET FORTH IN THIS PURCHASE ORDER; (II) CITY'S BID DOCUMENTS; AND (III) VENDOR'S BID. THERE SHALL BE NO SUBSTITUTION OF GOODS OR SERVICES, WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF THE PURCHASING AGENT.
- DELIVERY DATE.** THE GOODS MUST BE SHIPPED AND MUST ARRIVE AT THE DESTINATION SPECIFIED ON THE PURCHASE ORDER AS "SHIP/BILL TO" AND SERVICES MUST BE PROVIDED BY THE VENDOR BY BEFORE THE REQUEST DATE SPECIFIED THEREIN ("REQUIRED DELIVERY DATE"). ANY FAILURE BY THE VENDOR TO MEET THE REQUIRED DELIVERY DATE WILL CONSTITUTE A MATERIAL DEFAULT OF THIS PURCHASE ORDER AND THE CITY MAY CANCEL ANY GOODS NOT DELIVERED IN A TIMELY MANNER. THE VENDOR MUST NOTIFY THE CITY IMMEDIATELY IF THE VENDOR REASONABLY BELIEVES THE VENDOR WILL NOT BE ABLE TO MEET THE REQUIRED DELIVERY DATE FOR ANY REASON AND PROVIDE THE CITY WITH A SCHEDULE THAT THE VENDOR REASONABLY BELIEVES IT WILL BE ABLE TO MEET.
- PURCHASE PRICE.** THE PURCHASE PRICE FOR THE GOODS AND SERVICES SHALL BE THE AMOUNT SET FORTH IN THIS PURCHASE ORDER. VENDOR REPRESENTS THAT THE PRICES QUOTED TO OR PAID BY THE CITY WILL NOT EXCEED CURRENT PRICES CHARGED TO ANY OTHER CUSTOMER BY THE VENDOR ON THE EXECUTION DATE FOR ITEMS THAT ARE THE SAME OR SUBSTANTIALLY SIMILAR TO THE GOODS, TAKING INTO CONSIDERATION THE QUANTITY UNDER CONSIDERATION, AND THE VENDOR WILL FORTHWITH REFUND ANY AMOUNTS PAID BY THE CITY IN EXCESS OF THE PRICE.
- CANCELLATION.** THE CITY RESERVES THE RIGHT TO CANCEL ANY PORTION OF THIS PURCHASE ORDER AT ANY TIME PRIOR TO THE DELIVERY OF GOODS AND SERVICES.
- DELIVERY RISK OF LOSS.** ALL ORDERS WILL BE F.O.B. DESTINATION IF NOT OTHERWISE SPECIFIED. RISK OF LOSS OR DAMAGE TO THE GOODS MUST REMAIN WITH THE VENDOR UNTIL THE GOODS HAVE BEEN DELIVERED TO AND ACCEPTED BY THE CITY. ALL GOODS AND SERVICES WILL BE RECEIVED BY THE CITY SUBJECT TO ITS RIGHT OF INSPECTION, REJECTION, AND REVOCATION OF ACCEPTANCE UNDER THE UNIFORM COMMERCIAL CODE. THE CITY WILL BE ALLOWED A REASONABLE PERIOD OF TIME TO INSPECT THE GOODS AND SERVICES AND TO NOTIFY VENDOR OF ANY NONCONFORMANCE WITH THE TERMS AND CONDITIONS OF THE SPECIFICATIONS. THE CITY MAY REJECT ANY GOODS AND SERVICES THAT DO NOT CONFORM TO THE TERMS AND CONDITIONS OF THIS BID DOCUMENTS. ANY GOODS AND SERVICES REJECTED MAY BE RETURNED TO THE VENDOR AT THE VENDOR'S RISK AND EXPENSE.
- INVOICES.** AN INVOICE MUST BE MAILED TO THE CITY AT THE ADDRESS SPECIFIED IN THE PURCHASE ORDER AS "SHIP/BILL TO" NO LATER THAN THE 5TH DAY AFTER SHIPMENT IS MADE. INDIVIDUAL INVOICES MUST BE ISSUED FOR EACH SHIPMENT AGAINST EACH PURCHASE ORDER. INVOICES MUST CONTAIN THE PURCHASE ORDER NUMBER, DESCRIPTION OF GOODS AND SERVICES, UNIT PRICE, QUANTITIES BILLED, EXTENDED TOTALS, AND APPLICABLE TAXES AS SET FORTH SECTION 8 OF THIS PURCHASE ORDER.
- PACKING AND SHIPPING.** DELIVERIES MUST BE MADE AS SPECIFIED, WITHOUT CHARGE, FOR BOXING, CRATING OR STORAGE UNLESS OTHERWISE SPECIFIED. GOODS MUST BE SUITABLY PACKED TO SECURE LOWEST TRANSPORTATION COSTS AND, IN ACCORDANCE WITH THE REQUIREMENTS OF COMMON CARRIERS, IN A MANNER TO ASSURE AGAINST DAMAGE FROM WEATHER OR TRANSPORTATION. THE CITY'S ORDER NUMBERS AND SYMBOLS MUST BE PLAINLY MARKED ON ALL INVOICES, PACKAGES AND SHIPPING ORDERS. PACKING LISTS SPECIFYING THE QUANTITY, DESCRIPTION, AND PURCHASE ORDER NUMBER MUST ACCOMPANY EACH BOX OR PACKING SHIPMENT. THE CITY'S COUNT OR WEIGHT WILL BE FINAL AND CONCLUSIVE ON SHIPMENTS NOT ACCOMPANIED BY PACKING LISTS. SHIPMENTS FOR TWO OR MORE DESTINATIONS WHEN SO DIRECTED BY THE CITY WILL BE SHIPPED IN SEPARATE BOXES OR CONTAINERS FOR EACH DESTINATION, AT NO CHARGE.
- TAXES.** THE VENDOR MUST SEPARATELY STATE ON ALL INVOICES ANY TAXES IMPOSED BY THE LOCAL, STATE OR FEDERAL STATE GOVERNMENT APPLICABLE TO FURNISHING OF GOODS AND SERVICES; PROVIDED, HOWEVER, WHERE A TAX EXEMPTION IS AVAILABLE, THE TAX MUST BE SUBTRACTED FROM THE TOTAL PRICE AND IDENTIFIED UNLESS OTHERWISE SET FORTH IN THE PURCHASE ORDER. THE PURCHASE PRICE WILL BE CONSIDERED TO INCLUDE STATE AND CITY SALES OR USE TAX.
- WARRANTY.** THE VENDOR WARRANTS THAT ALL GOODS WILL CONFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, DESCRIPTION, AND SAMPLES, AND WILL BE MERCHANTABLE, OF GOOD WORKMANSHIP IN MATERIAL, AND FREE FROM DEFECT. UNLESS MANUFACTURED PURSUANT TO DETAILED DESIGN FURNISHED BY THE CITY, THE VENDOR ASSUMES DESIGN RESPONSIBILITY AND WARRANTS THE GOODS TO BE FREE FROM DESIGN DEFECT AND SUITABLE FOR THE PURPOSES INTENDED BY THE CITY, AND THAT SUCH GOODS IF INSTALLED BY THE VENDOR SHALL CONFORM TO APPLICABLE SPECIFICATIONS. THE VENDOR'S WARRANTIES, TOGETHER WITH ITS SERVICE GUARANTEES, MUST RUN TO THE CITY AND ITS CUSTOMERS OR USERS OF THE GOODS AND SERVICES AND MUST NOT BE DEEMED EXCLUSIVE. THE CITY'S INSPECTION, APPROVAL, ACCEPTANCE, USE OF, AND PAYMENT FOR ALL OR ANY PART OF THE GOODS AND SERVICES MUST IN NO WAY EFFECT ITS WARRANTY RIGHTS WHETHER OR NOT A BREACH OF WARRANTY HAD BECOME EVIDENT IN TIME.
- CHANGES.** THE CITY HAS THE RIGHT, BY WRITTEN NOTICE, TO CHANGE THE QUANTITY OR SPECIFICATIONS OF THE GOODS AND SERVICES ORDERED AND THE TERMS OF, SHIPMENT OR PACKAGING OF GOODS. UPON RECEIPT OF ANY NOTICE, THE VENDOR WILL PROCEED PROMPTLY TO MAKE THE CHANGES IN ACCORDANCE WITH THE TERMS OF THE NOTICE. IF ANY CHANGE CAUSES AN INCREASE OR DECREASE IN THE COST OR PERFORMANCE OR IN THE TIME REQUIRED FOR PERFORMANCE, AN EQUITABLE ADJUSTMENT MUST BE NEGOTIATED PROMPTLY AND THE CONTRACT MODIFIED IN WRITING ACCORDINGLY. THE VENDOR MUST DELIVER TO THE CITY AS PROMPTLY AS POSSIBLE, AND IN ANY EVENT WITHIN 30 DAYS AFTER RECEIPT OF CHANGE NOTICE, A STATEMENT SHOWING THE EFFECT OF ANY CHANGE IN THE DELIVERY DATES AND PRICES; THE STATEMENT MUST BE SUPPLEMENTED WITHIN 30 DAYS BY DETAILED SPECIFICATION OF THE AMOUNT OF THE PRICE ADJUSTMENT AND SUPPORTING COST FIGURES. THE VENDOR'S FAILURE TO SUBMIT THE STATEMENTS WITHIN THE TIME LIMITS STATED, WILL CONSTITUTE ITS CONSENT TO PERFORM THE CHANGE WITHOUT INCREASE IN PRICE, WITHOUT CLAIM FOR MATERIAL RENDERED OBSOLETE AND WITHOUT CHANGE IN DELIVERY SCHEDULES.
- BUSINESS LICENSE.** THE VENDOR MUST OBTAIN A CITY BUSINESS LICENSE, UNLESS THE VENDOR QUALIFIES FOR AN EXEMPTION.

~ ~ ~ TO BE COMPLETED BY BIDDING COMPANY ~ ~ ~

| NAME OF BIDDING COMPANY    | PHONE        | INITIALS OF REPRESENTATIVE |
|----------------------------|--------------|----------------------------|
| LONG BEACH BMW MOTORCYCLES | 562.426.1200 | (Signature)                |



**FINANCE DEPARTMENT  
PURCHASING SECTION**  
1717 4<sup>TH</sup> STREET, SUITE 350  
SANTA MONICA, CA 90401  
WWW.SMGOV.NET  
(310) 393-8142 FAX

# REQUEST FOR QUOTATION

PAGE 7 OF 9

(THIS IS NOT AN ORDER)

FOR MORE INFORMATION ABOUT THIS REQUEST,  
CONTACT KIMBERLIE NIMORI AT (310) 458-2211 OR  
KIMBERLIE.NIMORI@SMGOV.NET.

| POSTING DATE | QUOTATION NUMBER | CLOSING DATE |
|--------------|------------------|--------------|
| 06/10/10     | 34649-OG         | 06/23/10     |

**PLEASE RESPOND NO LATER THAN 5PM, PACIFIC TIME ON JUNE 23, 2010.**  
EMAIL: KIMBERLIE.NIMORI@SMGOV.NET OR FAX: (310) 393-6142

## TERMS AND CONDITIONS FOR PURCHASE ORDERS

(FOR GOODS, COMMODITIES, AND SERVICES)  
(CONTINUED) - DO NOT RETURN, RETAIN FOR YOUR RECORDS

12. **INDEMNITY.** THE VENDOR ASSUMES ALL RESPONSIBILITY FOR, AND AGREES TO UNDERTAKE, TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, THE CITY COUNCIL, EACH OF ITS MEMBERS, PRESENT AND FUTURE AND ITS OFFICERS, EMPLOYEES, AGENTS (COLLECTIVELY, THE "CITY"), FROM ANY AND ALL LIABILITIES, LOSSES, CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION FOR DAMAGE TO PROPERTY AND INJURIES TO PERSONS, INCLUDING DEATH, AND FROM ANY COST AND EXPENSE, INCLUDING RECALL EXPENSES AND ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO (i) GOODS AND SERVICES PROVIDED PURSUANT THIS PURCHASE ORDER; (ii) VENDOR'S NEGLIGENCE; (iv) ALLEGATIONS THAT THE GOODS ARE DEFECTIVE IN MANUFACTURE OR DESIGN; AND (v) ANY PATENT RELATED TO THE GOODS.
13. **INTERPRETATION.** THE TERMS OF THIS PURCHASE ORDER SHOULD BE CONSTRUED IN ACCORDANCE WITH THE MEANING OF THE LANGUAGE USED AND SHOULD NOT BE CONSTRUED FOR OR AGAINST EITHER PARTY BY REASON OF THE AUTHORSHIP OF THIS PURCHASE ORDER OR ANY OTHER RULE OF CONSTRUCTION THAT MIGHT OTHERWISE APPLY.
14. **GOVERNING LAW; JURISDICTION.** THIS PURCHASE ORDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THE PURCHASE OF GOODS SHALL TAKE PLACE IN SANTA MONICA, CALIFORNIA. FOR ANY DISPUTE ARISING FROM THIS PURCHASE ORDER, THE PARTIES CONSENT TO JURISDICTION AND VENUE IN EITHER LOS ANGELES SUPERIOR COURT, WEST DISTRICT, OR THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA.
15. **NONTRANSFERABILITY.** THE VENDOR MAY NOT TRANSFER OR ASSIGN THIS PURCHASE ORDER, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE PURCHASING AGENT, WHICH MAY BE WITHHELD IN HIS/HER SOLE DISCRETION.
16. **DISCOUNTS.** THE DATE USED AS THE BASIS FOR DISCOUNT CALCULATION SHALL BE COMPUTED FROM THE DATE OF RECEIPT OF INVOICE, GOODS AND SERVICES, WHICHEVER IS LATER.
17. **COMPLIANCE WITH APPLICABLE LAW.** VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAW IN CONNECTION WITH THE PERFORMANCE OF THIS PURCHASE ORDER.
18. **INTEGRATION; AMENDMENT.** THIS PURCHASE ORDER REPRESENTS THE ENTIRE UNDERSTANDING OF THE CITY AND THE VENDOR AS TO THOSE MATTERS CONTAINED HEREIN. NO PRIOR ORAL OR WRITTEN UNDERSTANDING WILL BE OF ANY FORCE OR EFFECT WITH RESPECT TO THE TERMS OF THIS PURCHASE ORDER. THE PURCHASE ORDER MAY NOT BE MODIFIED EXCEPT IN WRITING THROUGH AN AMENDED PURCHASE ORDER.
19. **INSURANCE.** UNLESS APPROVED BY THE CITY IN WRITING, THE VENDOR SHALL PROVIDE, PRIOR TO THE PERFORMANCE OF SERVICES REQUIRED BY THIS PURCHASE ORDER, THE FOLLOWING MINIMUM LEVELS OF INSURANCE SET FORTH IN EXHIBIT 1, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.
20. **SANTA MONICA LIVING WAGE ORDINANCE.** THIS PURCHASE ORDER (  IS  IS NOT) SUBJECT TO THE CITY OF SANTA MONICA'S LIVING WAGE ORDINANCE, SANTA MONICA MUNICIPAL CODE CHAPTER 4.85 ("LIVING WAGE ORDINANCE") WHICH REQUIRES THE PAYMENT OF MINIMUM WAGE FOR WORK DONE ON ANY CONTRACT TO ANY WORKER WHO DOES NOT ACTUALLY WORK AS A MANAGER, SUPERVISOR OR CONFIDENTIAL EMPLOYEE, AND WHO IS NOT REQUIRED TO POSSESS AN OCCUPATIONAL LICENSE. THE LIVING WAGE ORDINANCE SETS THE MINIMUM WAGE AT \$12.97 PER HOUR (EFFECTIVE JULY 1<sup>ST</sup>, 2009) AND PROVIDES FOR AN ANNUAL ADJUSTMENT EACH JULY 1<sup>ST</sup> BY AN AMOUNT CORRESPONDING TO THE PREVIOUS CALENDAR YEAR'S CHANGE IN THE CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS AND CLERICAL WORKERS IN LOS ANGELES, RIVERSIDE AND ORANGE COUNTIES. IF THIS PURCHASE ORDER IS TO PROVIDE SERVICES THAT ARE \$54,200 OR ABOVE, THEN THE VENDOR SHALL COMPLY WITH ALL OF THE LIVING WAGE ORDINANCE'S PROVISIONS. FAILURE TO COMPLY WITH THE PROVISIONS OF THE LIVING WAGE ORDINANCE SHALL BE GROUNDS FOR TERMINATION OF THIS PURCHASE ORDER. QUESTIONS CONCERNING THE LIVING WAGE ORDINANCE MAY BE DIRECTED TO THE CITY FINANCE DEPARTMENT AT (310) 458-8281.

**EXHIBIT 1 TO TERMS AND CONDITIONS OF PURCHASE ORDERS FOR GOODS AND SERVICES**

PRIOR TO COMMENCING WORK THE VENDOR SHALL PROCURE AND MAINTAIN AT VENDOR'S OWN COST AND EXPENSE FOR THE DURATION OF THE CONTRACT INSURANCE AGAINST CLAIMS FOR INJURIES TO PERSONS OR DAMAGES TO PROPERTY WHICH MAY ARISE FROM OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OR SERVICES HEREUNDER BY THE VENDOR, HIS AGENTS, REPRESENTATIVES, EMPLOYEES, OR SUBCONTRACTORS. THE COST OF SUCH INSURANCE SHALL BE INCLUDED IN VENDOR'S BID.

WITHOUT IN ANY WAY AFFECTING THE INDEMNITY PROVIDED, THE VENDOR SHALL SECURE BEFORE COMMENCEMENT OF THE WORK AND THROUGHOUT THE CONTRACT THE FOLLOWING TYPES AND AMOUNTS OF INSURANCE:

**A. MINIMUM LIMITS OF INSURANCE.**

VENDOR SHALL OBTAIN INSURANCE OF THE TYPES AND IN THE AMOUNTS DESCRIBED BELOW:

1. **COMMERCIAL GENERAL LIABILITY INSURANCE**  
VENDOR SHALL MAINTAIN COMMERCIAL GENERAL LIABILITY (CGL) WITH A LIMIT OF NOT LESS THAN \$1,000,000 EACH OCCURRENCE/\$2,000,000 IN THE ANNUAL AGGREGATE.
2. **BUSINESS AUTO LIABILITY INSURANCE**  
VENDOR SHALL MAINTAIN BUSINESS AUTO LIABILITY WITH A LIMIT OF NOT LESS THAN \$1,000,000 EACH ACCIDENT.
3. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**  
VENDOR SHALL MAINTAIN WORKERS' COMPENSATION INSURANCE AS REQUIRED BY THE STATE OF CALIFORNIA AND EMPLOYER'S LIABILITY INSURANCE IN THE AMOUNT OF \$1,000,000 PER ACCIDENT FOR BODILY INJURY OR DISEASE.

~~~ TO BE COMPLETED BY BIDDING COMPANY ~~~

| NAME OF BIDDING COMPANY    | PHONE        | INITIALS OF REPRESENTATIVE |
|----------------------------|--------------|----------------------------|
| LONG BEACH BMW MOTORCYCLES | 562.426.1200 | [Signature]                |



**FINANCE DEPARTMENT  
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1717 4<sup>TH</sup> STREET, SUITE 250  
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PAGE 8 OF 9

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## TERMS AND CONDITIONS FOR PURCHASE ORDERS

(FOR GOODS, COMMODITIES, AND SERVICES)

(CONTINUED) - DO NOT RETURN, RETAIN FOR YOUR RECORDS

**B. MINIMUM SCOPE OF INSURANCE**

- 1) CGL INSURANCE SHALL BE WRITTEN ON INSURANCE SERVICES OFFICE FORM CG 00 01 (OR A SUBSTITUTE FORM PROVIDING EQUIVALENT COVERAGE) AND SHALL COVER LIABILITY ARISING FROM PREMISES, OPERATIONS, INDEPENDENT CONTRACTORS, PRODUCTS-COMPLETED OPERATIONS, PERSONAL INJURY AND ADVERTISING INJURY LIABILITY ASSUMED UNDER AN INSURED CONTRACT (INCLUDING THE TORT LIABILITY OF ANOTHER ASSUMED IN A BUSINESS CONTRACT), AND EXPLOSION, COLLAPSE AND UNDERGROUND HAZARDS.
- 2) BUSINESS AUTO INSURANCE SHALL COVER LIABILITY ARISING OUT OF ANY AUTO (INCLUDING OWNED, HIRED, AND NON-OWNED AUTOS). COVERAGE SHALL BE WRITTEN ON INSURANCE SERVICES OFFICE FORM CA 00 01, CA 00 05, CA 00 12, CA 00 20, OR A SUBSTITUTE FORM PROVIDING EQUIVALENT LIABILITY COVERAGE. IF NECESSARY, THE POLICY SHALL BE ENDORSED TO PROVIDE CONTRACTUAL LIABILITY COVERAGE EQUIVALENT TO THAT PROVIDED IN THE 1980 AND LATER EDITIONS OF CA 00 01.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS.**

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND APPROVED BY THE CITY OF SANTA MONICA. AT THE OPTION OF THE CITY OF SANTA MONICA, EITHER: THE INSURER SHALL REDUCE OR ELIMINATE SUCH DEDUCTIBLES OR SELF-INSURED RETENTIONS AS RESPECTS THE CITY OF SANTA MONICA, ITS OFFICERS, OFFICIALS, EMPLOYEES, OR VOLUNTEERS; OR THE VENDOR SHALL PROVIDE A FINANCIAL GUARANTEE SATISFACTORY TO THE CITY OF SANTA MONICA GUARANTEEING PAYMENT OF LOSSES AND RELATED INVESTIGATION, CLAIM ADMINISTRATION AND DEFENSE EXPENSES.

**D. OTHER INSURANCE PROVISIONS.**

- 1) GENERAL LIABILITY AND VEHICLE LIABILITY COVERAGES ONLY:
  - (a) CITY OF SANTA MONICA, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE TO BE COVERED AS ADDITIONAL INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF AUTOMOBILES OWNED, LEASED, HIRED, OR BORROWED BY OR ON BEHALF OF THE VENDOR; AND WITH RESPECT TO LIABILITY ARISING OUT OF WORK OR OPERATIONS PERFORMED BY OR ON BEHALF OF THE VENDOR INCLUDING MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH WORK OR OPERATIONS. UNDER THE CGL POLICY, USING THE INSURANCE SERVICES OFFICE ADDITIONAL INSURED ENDORSEMENT FORM CG 20 10 OR A SUBSTITUTE PROVIDING EQUIVALENT COVERAGE, AND UNDER THE COMMERCIAL UMBRELLA, IF ANY, CITY AND OTHER ADDITIONAL INSUREDS MENTIONED IN THIS PARAGRAPH SHALL NOT, BY REASON OF THEIR INCLUSION AS ADDITIONAL INSUREDS, BECOME LIABLE FOR ANY PAYMENT OF PREMIUMS TO CARRIERS FOR SUCH COVERAGE.
  - (b) FOR ANY CLAIM RELATED TO THIS PROJECT, THE VENDOR'S INSURANCE COVERAGE SHALL BE PRIMARY AS RESPECTS THE CITY OF SANTA MONICA, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS. ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE CITY OF SANTA MONICA, ITS OFFICERS, OFFICIALS, EMPLOYEES, OR VOLUNTEERS SHALL BE EXCESS OF THE VENDOR'S INSURANCE AND SHALL NOT CONTRIBUTE WITH IT.
- 2) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGES.  
THE INSURER SHALL AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE CITY OF SANTA MONICA, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS FOR LOSSES ARISING FROM ACTIVITIES AND OPERATIONS OF VENDOR IN THE PERFORMANCE OF SERVICES UNDER THE CONTRACT.
- 3) ALL COVERAGES.
  - (a) EACH INSURANCE REQUIRED BY THIS CLAUSE SHALL BE ENDORSED TO STATE THAT COVERAGE SHALL NOT BE CANCELED EXCEPT AFTER THIRTY (30) DAYS PRIOR WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, HAS BEEN GIVEN TO THE CITY AS SET FORTH IN THE NOTICE REQUIREMENT OF THIS AGREEMENT.
  - (b) IF VENDOR, FOR ANY REASON, FAILS TO MAINTAIN INSURANCE COVERAGE WHICH IS REQUIRED PURSUANT TO THIS CONTRACT, THE SAME SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT. CITY, AT ITS SOLE OPTION, MAY TERMINATE THIS CONTRACT AND OBTAIN DAMAGES FROM THE VENDOR RESULTING FROM SAID BREACH. ALTERNATIVELY, CITY MAY PURCHASE SUCH COVERAGE (BUT HAS NO SPECIAL OBLIGATION TO DO SO), AND WITHOUT FURTHER NOTICE TO THE VENDOR, CITY MAY DEDUCT FROM SUMS DUE TO THE VENDOR ANY PREMIUM COSTS ADVANCED BY THE CITY FOR SUCH INSURANCE.

**E. ACCEPTABILITY OF INSURERS.**

INSURANCE IS TO BE PLACED WITH INSURERS WITH A CURRENT A.M. BEST'S RATING OF NO LESS THAN A:8 UNLESS OTHERWISE APPROVED BY THE CITY'S RISK MANAGER.

**F. VERIFICATION OF COVERAGE.**

VENDOR SHALL FURNISH THE CITY OF SANTA MONICA WITH ORIGINAL CERTIFICATES AND AMENDATORY ENDORSEMENTS EFFECTING COVERAGE REQUIRED BY THIS SECTION. THE CERTIFICATES AND ENDORSEMENTS FOR EACH POLICY ARE TO BE SIGNED BY A PERSON AUTHORIZED BY THE INSURER TO BIND COVERAGE ON ITS BEHALF. THE CERTIFICATES AND ENDORSEMENTS SHOULD BE ON FORMS PROVIDED BY THE CITY OF SANTA MONICA OR ON OTHER THAN THE CITY OF SANTA MONICA'S FORMS, PROVIDED THOSE FORMS AND ENDORSEMENTS CONFORM TO THE REQUIREMENTS. ALL CERTIFICATES AND ENDORSEMENTS ARE TO BE RECEIVED AND APPROVED BY THE CITY OF SANTA MONICA BEFORE WORK COMMENCES. THE CITY OF SANTA MONICA RESERVES THE RIGHT TO REQUIRE COMPLETE, CERTIFIED COPIES OF ALL REQUIRED INSURANCE POLICIES, INCLUDING ENDORSEMENTS EFFECTING THE COVERAGE REQUIRED BY THESE SPECIFICATIONS AT ANY TIME.

**G. SUBCONTRACTORS**

VENDOR SHALL INCLUDE ALL SUBCONTRACTORS AS INSUREDS UNDER ITS POLICIES OR SHALL FURNISH SEPARATE CERTIFICATES AND ENDORSEMENTS FOR EACH SUBCONTRACTOR. ALL COVERAGES FOR SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATED HEREIN.

~ ~ ~ TO BE COMPLETED BY BIDDING COMPANY ~ ~ ~

| NAME OF BIDDING COMPANY    | PHONE        | INITIALS OF REPRESENTATIVE |
|----------------------------|--------------|----------------------------|
| LONG BEACH BMW MOTORCYCLES | 562.426.1200 | (Signature)                |



**TERMS AND CONDITIONS FOR PURCHASE ORDERS  
(FOR GOODS AND SERVICES)**

1. **PURCHASE OF GOODS & SERVICES.** City agrees to purchase, and Vendor agrees to sell, the goods ("Goods") and to provide the services related to the installation or delivery of such goods ("Services") set forth in (i) the City's Notice Inviting Bids or other written solicitation of bids by the Purchasing Agent ("City's Bid Documents") and (ii) Vendor's Bid in response thereto ("Vendor's Bid"). The City's Bid Documents and the Vendor's Bid shall be referred to collectively as the "Bid Documents." The Goods shall be in compliance with all of the standards and specifications set forth in the Bid Documents, and the Services shall be provided in a manner consistent with that level of care and skill ordinarily exercised by members in the same profession, practicing in the same locality under similar conditions. In the event of any conflict, the order of precedent shall be as follows: (i) specifications set forth in this Purchase Order; (ii) City's Bid Documents; and (iii) Vendor's Bid. There shall be no substitution of Goods or Services, without the prior written authorization of the Purchasing Agent.
2. **DELIVERY DATE.** The Goods must be shipped and must arrive at the destination specified on the Purchase Order as "Ship/Bill To" and Services must be provided by the Vendor by or before the request date specified therein ("Required Delivery Date"). Any failure by the Vendor to meet the Required Delivery Date will constitute a material default of this Purchase Order and the City may cancel any Goods not delivered in a timely manner. The Vendor must notify the City immediately if the Vendor reasonably believes the Vendor will not be able to meet the Required Delivery Date for any reason and provide the City with a schedule that the Vendor reasonably believes it will be able to meet.
3. **PURCHASE PRICE.** The purchase price for the Goods and Services shall be the amount set forth in this Purchase Order. Vendor represents that the prices quoted to or paid by the City will not exceed current prices charged to any other customer by the Vendor on the Execution Date for items that are the same or substantially similar to the Goods, taking into consideration the quantity under consideration, and the Vendor will forthwith refund any amounts paid by the City in excess of the price.
4. **CANCELLATION.** The City reserves the right to cancel any portion of this Purchase Order at any time prior to the delivery of Goods and Services.
5. **DELIVERY RISK OF LOSS.** All orders will be F.O.B. destination if not otherwise specified. Risk of loss or damage to the Goods shall remain with the Vendor until the Goods have been delivered to and accepted by the City. All Goods and Services will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Goods and Services and to notify Vendor of any nonconformance with the terms and conditions of the specifications. The City may reject any Goods and Services that do not conform to the terms and conditions of the Bid Documents. Any Goods and Services rejected may be returned to the Vendor at the Vendor's risk and expense.
6. **INVOICES.** An invoice must be mailed to the City at the address specified in the Purchase Order as "Ship/Bill To" no later than the 5th day after shipment is made. Individual invoices must be issued for each shipment against each Purchase Order. Invoices must contain the Purchase Order number, description of Goods and Services, unit price, quantities billed, extended totals, and applicable taxes as set forth in Section 8 of this Purchase Order.
7. **PACKING AND SHIPPING.** Deliveries must be made as specified, without charge, for boxing, crating or storage unless otherwise specified. Goods must be suitably packed to secure lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. The City's order numbers and symbols must be plainly marked on all invoices, packages and shipping orders. Packing lists specifying the quantity, description, and Purchase Order Number must accompany each box or packing shipment. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by the City will be shipped in separate boxes or containers for each destination, at no charge.
8. **TAXES.** The Vendor must separately state on all invoices any taxes imposed by the local, state or federal state government applicable to furnishing of Goods and Services; provided, however, where a tax

exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise set forth in the Purchase Order, the purchase price will be considered to include state and city sales or use tax.

9. **WARRANTY.** The Vendor warrants that all Goods will conform to applicable specifications, drawings, description, and samples, and will be merchantable, of good workmanship in material, and free from defect. Unless manufactured pursuant to detailed design furnished by the City, the Vendor assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by the City, and that such Goods if installed by the Vendor shall conform to applicable specifications. The Vendor's warranties, together with its service guarantees, must run to the City and its customers or users of the Goods and Services and must not be deemed exclusive. The City's inspection, approval, acceptance, use of, and payment for all or any part of the Goods and Services must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.
10. **CHANGES.** The City has the right, by written notice, to change the quantity or specifications of the Goods and Services ordered and the terms of, shipment or packaging of Goods. Upon receipt of any notice, the Vendor will proceed promptly to make the changes in accordance with the terms of the notice. If any change causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment must be negotiated promptly and the contract modified in writing accordingly. The Vendor must deliver to the City as promptly as possible, and in any event within 30 days after receipt of change notice, a statement showing the effect of any change in the delivery dates and prices; the statement must be supplemented within 30 days by detailed specification of the amount of the price adjustment and supporting cost figures. The Vendor's failure to submit the statements within the time limits stated will constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedules.
11. **BUSINESS LICENSE.** The Vendor must obtain a City business license, unless the Vendor qualifies for an exemption.
12. **INDEMNITY.** The Vendor assumes all responsibility for, and agrees to undertake, to protect, indemnify, defend and hold harmless the City, the City Council, each of its members, present and future, and its officers, employees, agents (collectively, the "City"), from any and all liabilities, losses, claims, suits, judgments and causes of action for damage to property and injuries to persons, including death, and from any cost and expense, including recall expenses and attorneys fees, arising out of or related to (i) Goods and Services provided pursuant to this Purchase Order, (ii) Vendor's negligence; (iv) allegations that the Goods are defective in manufacture or design; and (v) any patent related to the Goods.
13. **INTERPRETATION.** The terms of this Purchase Order should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Purchase Order or any other rule of construction that might otherwise apply.
14. **GOVERNING LAW; JURISDICTION.** This Purchase Order shall be construed in accordance with and governed by the laws of the State of California. The purchase of Goods shall take place in Santa Monica, California. For any dispute arising from this Purchase Order, the parties consent to jurisdiction and venue in either Los Angeles Superior Court, West District, or the United States District Court for the Central District of California.
15. **NONTRANSFERABILITY.** The Vendor may not transfer or assign this Purchase Order, without the prior written approval of the Purchasing Agent, which may be withheld in his/her sole discretion.
16. **DISCOUNTS.** The date used as the basis for discount calculation shall be computed from the date of receipt of invoice, Goods and Services, whichever is later.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor agrees to comply with all applicable federal, state and local law in connection with the performance of this Purchase Order.
18. **INTEGRATION; AMENDMENT.** This Purchase Order represents the entire understanding of the City and the Vendor as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to the terms of this Purchase Order. The Purchase Order may not be modified except in writing through an amended Purchase Order.
19. **INSURANCE.** Unless approved by the City in writing, the Vendor shall provide, prior to the performance of Services required by this Purchase Order, the following minimum levels of insurance set forth in Exhibit 1, which is attached hereto and incorporated herein by reference.





Purchasing Section  
1717 Fourth Street, Suite 250  
Santa Monica, CA 90401  
Telephone: 310-458-8281  
Fax: 310-393-6142

20. **SANTA MONICA LIVING WAGE ORDINANCE.** This Purchase Order (☐ is ☐ is not) subject to the City of Santa Monica's Living Wage Ordinance, Santa Monica Municipal Code Chapter 4.65 ("Living Wage Ordinance"), which requires the payment of Minimum Wage for work done on any contract to any worker who does not actually work as a manager, supervisor or confidential employee, and who is not required to possess an occupational license. The Living Wage Ordinance sets the Minimum Wage at \$13.27 per hour (this rate is effective July 1, 2010 through June 30, 2011) and provides for an annual adjustment each July 1st, by an amount corresponding to the previous calendar year's change in the Consumer Price Index for Urban Wage Earners and Clerical Workers in Los Angeles, Riverside and Orange Counties. If this Purchase Order is subject to such Living Wage Ordinance, then the Consultant shall comply with all of its provisions. Failure to comply with the provisions of the Living Wage Ordinance shall be grounds for termination of this Purchase Order. Questions concerning the Living Wage Ordinance may be directed to the City Finance Department at (310) 458-8281.

**EXHIBIT 1 TO TERMS AND CONDITIONS OF PURCHASE ORDERS FOR GOODS AND SERVICES**

Prior to commencing work, the Vendor shall procure and maintain at Vendor's own cost and expense for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Vendor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in Vendor's bid.

Without in any way affecting the indemnity provided, the Vendor shall secure before commencement of the work and throughout the contract the following types and amounts of insurance:

**A. Minimum Limits of Insurance.**

Vendor shall obtain insurance of the types and in the amounts described below:

- 1) **Commercial General Liability Insurance**  
Vendor shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.
- 2) **Business Auto Liability Insurance**  
Vendor shall maintain business auto liability with a limit of not less than \$1,000,000 each accident.
- 3) **Workers' Compensation and Employer's Liability Insurance**  
Vendor shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

**B. Minimum Scope of Insurance.**

- 1) CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.
- 2) Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**C. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City of Santa Monica. At the option of the City of Santa Monica, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Santa Monica, its officers, officials, employees, or volunteers; or the Vendor shall provide a financial guarantee satisfactory to the City of Santa Monica guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**D. Other Insurance Provisions.**

- (1) **General Liability and Vehicle Liability Coverages Only.**
  - (a) City of Santa Monica, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Vendor; and with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.
  - (b) For any claims related to this project, the Vendor's insurance coverage shall be primary as respects the City of Santa Monica, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.
- (2) **Workers' Compensation and Employer's Liability Coverages.**  
The insurer shall agree to waive all rights of subrogation against the City of Santa Monica, its officers, officials, employees, and volunteers for losses arising from activities and operations of Vendor in the performance of services under the contract.
- (3) **All Coverages.**
  - (a) Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City as set forth in the notice requirement of this Agreement.
  - (b) If Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from the Vendor resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to the Vendor, City may deduct from sums due to the Vendor any premium costs advanced by the City for such insurance.

**E. Acceptability of Insurers.**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City's Risk Manager.

**F. Verification of Coverage.**

Vendor shall furnish the City of Santa Monica with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City of Santa Monica or on other than the City of Santa Monica's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

**G. Subcontractors.**

Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.



## **EQUAL BENEFITS ORDINANCE DISCLOSURE**

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

### **The EBO is applicable to the following employers:**

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

### **Compliance with the EBO**

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Tami Juarez Title: Office Manager

Signature: Tami Juarez Date: 11-3-10

Business Entity Name: Long Beach Bmw Motorcycles

## EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

### Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Long Beach Bmw Motorcycles Federal Tax ID No. [REDACTED]  
 Address: 2125 E. Spring St.  
 City: Long Beach State: Ca ZIP: 90806  
 Contact Person: Charles Berthon Telephone: 562-426-1200  
 Email: Charlesb@lbbmwmotorcycles.com Fax: 562-426-1157

### Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees.        Yes   X   No
- B. Does your company provide (or make available at the employees' expense) any employee benefits?   X   Yes        No  
 (If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
  X   Yes        No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
  X   Yes        No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?  
  X   Yes        No  
 (If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

**Section 3. PROVISIONAL COMPLIANCE**

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

\_\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

\_\_\_\_\_ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

\_\_\_\_\_ Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

\_\_\_\_ Yes \_\_\_\_ No

**Section 4. REQUIRED DOCUMENTATION**

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

**Section 5. CERTIFICATION**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 3 day of Nov., 2010, at Long Beach, Ca

Name Tami Juarez Signature Tami Juarez

Title Office Manager Federal Tax ID No. [REDACTED]