

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

| | | | |
|----------|---|-------|-------------------|
| To: | Matthew J. Fertal | From: | Kevin J. Raney |
| Dept: | City Manager | Dept: | Police Department |
| Subject: | POLICE MOTORCYCLE LEASE CONTRACT WITH RCA LEASING, INC. (LONG BEACH BMW MOTORCYCLES) | Date: | July 12, 2011 |

OBJECTIVE

To seek approval from City Council to enter into a contract with RCA Leasing, Inc. (operating as Long Beach BMW Motorcycles) for a three-year lease of nine police motorcycles.

BACKGROUND

The current fleet of eight Harley Davidson and one Kawasaki police motorcycles is overdue to be replaced and has been experiencing increasing maintenance bills as a result. Staff has evaluated motorcycles on the market to determine the best motorcycle for the unit to use to replace the current fleet. Based upon CHP and other agency recommendations and our motor officers' experience in testing the various models available, it was decided that the BMW police motorcycle was the motorcycle best suited for the unit at this time. These motorcycles come with a 39-month warranty that covers everything but consumables (tires and brakes). The plan would be to keep them on a 3-year rotation to keep them under warranty at all times, thus avoiding exorbitant maintenance costs like those we have incurred on the Harley Davidson motorcycles currently in the fleet.

DISCUSSION

There are currently two options available to replace the fleet. The first is to piggy back on the current contract between BMW and the San Diego Police Department. This would allow the City to purchase the replacement motorcycles at a cost of \$24,469.24 per motorcycle, requiring a capital outlay of \$220,223.16, and then a monthly maintenance fee of \$13,365 to maintain the motorcycles, provide fuel and oil and to set aside replacement costs. Over the first three years of service, this would result in a total capital outlay of \$701,363.16.

The second option is to take advantage of a leasing option through Long Beach BMW Motorcycles based upon the same San Diego contract.

The lease options available are listed in the table below (costs are per motorcycle):

| Term (Months) | Residual Value | Monthly Fee | Total Cost Over Term | Average Monthly Cost |
|----------------------|-----------------------|--------------------|-----------------------------|-----------------------------|
| 36 | \$ 1.00 | \$ 852.25 | \$ 30,739.50 | \$ 853.88 |
| 36 | \$ 7,155.90 | \$ 652.99 | \$ 23,566.14 | \$ 654.62 |
| 36 | \$ 10,733.85 | \$ 577.63 | \$ 20,853.18 | \$ 579.26 |
| 48 | \$ 1.00 | \$ 667.47 | \$ 32,097.06 | \$ 668.69 |
| 48 | \$ 5,247.66 | \$ 572.84 | \$ 27,554.82 | \$ 574.06 |
| 48 | \$ 8,825.61 | \$ 508.31 | \$ 24,457.38 | \$ 509.53 |

The 48-month options were immediately disregarded, as it behooves the City, from both a safety and maintenance cost point of view, to keep the motorcycles in the fleet only for the length of time they are under full warranty. That period is 39-months. Therefore, a 36-month lease period will suit the City best, as it would allow a three-month window of overlap, if necessary, to receive the next batch of leased motorcycles when the current fleet is again due for replacement.

Amongst the 36-month options, all three options carry a maximum mileage allowance of 15,000 miles per year. However, the residual value assigned to each motorcycle at the end of the lease term can be selected by the City and affects the monthly pricing of the lease accordingly. This is due to the fact that whatever residual value is selected is the presumed value of the motorcycle when it is returned at the end of the lease term. If a motorcycle is not worth that amount when turned in, the City will have to make up the difference in a capital outlay payment.

Because of this, it is important to not set an overly high residual value target just to get short-term savings and then face a possible loss of those savings in paying the value difference at the end of the contract. However, it is also important not to set too low of a residual value and pay a premium in the City's monthly costs, as the City does not get a refund of any excess residual value at the end of the lease.

Selecting the lease option would lower the initial capital outlay to \$526.50 (document and title fees) and then require a monthly payment varying from \$5,198.67 to \$7,670.25, depending upon which lease option the City chooses. This monthly lease payment is less than the current cost for maintenance, fuel/oil and replacement costs. Further, this option avoids all the issues with attempting to resell the fleet at the end of its service life to recoup the equity in those vehicles. Instead, the City would design the lease to minimize equity in the vehicles, experience the cost savings up front and simply turn the motorcycles in at the end of the lease and initiate another lease for nine new motorcycles at that time. Over

POLICE MOTORCYCLE LEASE CONTRACT WITH RCA LEASING, INC.
(LONG BEACH BMW MOTORCYCLES)

July 12, 2011

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the three years of the lease agreement, this would result in a total capital outlay of \$187,678.62 to \$276,655.60, depending upon which lease residual value is chosen.

This option results in a minimum savings of \$424,707.56 over the first three years of service from the costs of purchasing the motorcycles. The City would however own the motorcycles under the purchase plan, so there would be an opportunity to recoup the equity from those motorcycles. However, assuming the City could recoup the highest possible residual value offered in the lease options (\$10,733.85), that would only result in a return of \$96,604.65, leaving a net cost savings of \$328,102.91 over the three years should the City choose the lease option.

FINANCIAL IMPACTS

It is staff's recommendation that the option that targets a residual value of \$7,155.90 per motorcycle is the best choice. This value is realistic and provides a monthly savings over current practices, with an initial down payment of \$526.50, plus the first month's lease payment of \$5,876.91 for a total of \$6,403.41 in the first month, and 35 monthly payments of \$5,876.91 thereafter, for a total cost over the three-year lease of \$212,095.26, resulting in a net savings of \$392,663.25 over the purchase option.

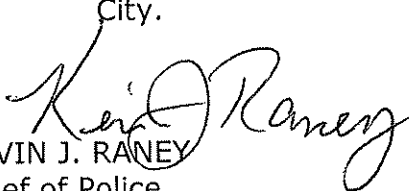
The City maintains a Traffic Offender Fund, as required by the Office of Traffic Safety grants we have received. This fund is financed by vehicle impound fees collected by the City and is required to be spent only on items/efforts directly related to traffic law enforcement.

According to the Finance Department, the approximate current balance in this fund allocated for expenditure is \$200,000 and the approximate average monthly revenue in this fund is \$16,500. Purchasing motorcycles for traffic enforcement is an allowed expenditure from this fund. Choosing the leasing option and funding the lease payments through the Traffic Offender fund will alleviate the need to make the purchase of the motorcycles through the vehicle replacement fund. In turn, the fact that these are lease vehicles will terminate the monthly payments to the vehicle replacement fund once these vehicles are placed into service.

RECOMMENDATION

Staff recommends that the City Council:

- Approve the attached Agreement with RCA Leasing, Inc. (Long Beach BMW Motorcycles) replacing the Police Department's motorcycle fleet with nine leased vehicles for an amount not to exceed \$212,095.26; and
- Authorize the City Manager to execute the Agreement on behalf of the City.


KEVIN J. RANEY
Chief of Police

By: Lt. Ben Stauffer

Attachment 1: Agreement
Attachment 2: City of San Diego Bid Results
Attachment 3: Closed End Motor Vehicle Lease

Recommended for Approval


Matthew Fertal
City Manager

**PURCHASE AGREEMENT
(RCA LEASING, INC., OPERATING AS
LONG BEACH BMW MOTORCYCLES)**

THIS AGREEMENT is made this _____ day of _____, 2011, by the City OF GARDEN GROVE, a municipal corporation ("City") and RCA Leasing, Inc., operating as Long Beach BMW Motorcycles ("Contractor").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove City Council authorization, dated _____.
2. City desires to utilize the services of Contractor to furnish nine (9) BMW police motorcycles, in accordance with the specifications outlined in this Agreement.
3. The services, equipment and prices provided by Contractor to City are in accordance with the services, equipment and the prices provided by Contractor in its successful public bid in response to the City of San Diego's Request for Bid, No. 10011001-11-E ("RFB"), attached as Attachment A and incorporated herein by reference. Contractor agrees to honor the same pricing schedule Contractor submitted to the City of San Diego for such services, as further outlined in this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** The term of this Agreement shall be until all items required pursuant to this Agreement are completed.
2. **Services to be Provided.** The services to be performed and equipment to be provided by Contractor consist of (i) leasing and delivering the equipment outlined in the quote attached as Attachment B and incorporated herein by reference ("Quote") and (ii) performing services that are in accordance with the services set forth in the RFB and Quote. The equipment and services to be provided include the following:
 - a) **Delivery of Motorcycles.** Upon City's approval of this Agreement, Contractor shall arrange for delivery of the motorcycles identified in subsection (b) below, free on board, within 45 days from the date of the approval of the Agreement.

- b) Motorcycles. Contractor shall deliver to City nine BMW Model R 1200 RT-P Motorcycles ("Motorcycles"), as modified according to the City's specifications for police-related uses. The Motorcycles shall be delivered complete and ready for operation. Each unit shall be new and the latest model and have all standard accessories, and except as otherwise specified, be standard in all respects. Each unit shall also have all the standard equipment and features as shown by current manufacturer's catalogues. Each unit shall also be fueled and completely lubricated, and all pre-delivery services shall have been performed. Keys and manuals shall be provided with each Motorcycle. All signs and labels required by Department of Transportation (DOT) and California Occupational Safety and Health Administration (Cal-OSHA) shall be affixed to each Motorcycle prior to delivery.
 - c) Licenses and Registration. Contractor shall obtain all exempt registration and license plates on behalf of the City.
 - d) Warranty. Contractor shall also provide a 39-month/60,000 mile, no deductible limited warranty for all Motorcycles, in addition to the standard manufacturer's warranty purchased under these specifications. Contractor's maintenance schedule shall provide for 6,000 mile service intervals for meeting the service requirements and limited roadside assistance coverage available during warranty period. All equipment shall have the regular manufacturer's standard guarantee and warranty against defects in material and workmanship. In no case shall coverage be less than twelve (12) months after a unit is placed in service. Where a standard manufacturer warranty exceeds a period of one (1) year, this warranty shall also be provided to the City. Contractor shall also establish and deliver to the City a one (1) year service contract with an approved local warranty service facility located within the City of Garden Grove. In the event of a breakdown or failure of the equipment during the warranty period and upon receipt of notice (written or verbal) from the City, Contractor shall take satisfactory action to effect repair or replacement of affected parts within forty-eight (48) hours.
 - e) Manufacturer's Certified Training. Contractor shall conduct manufacturer's certified operator and mechanic training for the City. Special emphasis shall be given to any unique characteristics of the equipment and repair. The City will not pay any cost incurred by the Contractor in providing the training. Training shall be provided by a manufacturer's qualified instructor.
3. Compensation. Total compensation for the Term of this Agreement shall not exceed Two Hundred Twelve Thousand Ninety-Five Dollars and Twenty-Six Cents (\$212,095.26) (\$23,566.14 per motorcycle), payable in arrears and in accordance with the Quote.

4. **Insurance Requirements.**

4.1 **Commencement of Work.** Contractor shall not commence work under this Agreement until it has obtained all insurance required and this insurance has been approved by City. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify City of any cancellation or termination at least thirty (30) days in advance.

4.2 **Workers' Compensation Insurance.** During the duration of this Agreement, Contractor and all subcontractors shall maintain Workers' Compensation Insurance if applicable.

4.3 **Insurance Amounts.** Contractor shall maintain the following insurance for the duration of this Agreement:

a. Commercial general liability in the amount of \$1,000,000 per occurrence and an annual aggregate of \$2,000,000 (claims made and modified occurrence policies are not acceptable); Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the City.

b. An Additional Insured Endorsement for the policy under section 4.3(a) shall designate City, its officials, officers, employees, agents, and representatives as an additional insured with respect to liability arising out of ongoing operations performed by Contractor or its agents; Contractor's products; Contractor's work; or premises owned, leased, controlled or used by Contractor. Contractor shall provide to City proof of insurance and endorsement forms, as approved by City.

4.4 **Deductibles.** All deductibles on any policy shall be responsibility of the Contractor.

4.5 **Primary and Non-contributor Coverage.** The policy or policies must be endorsed to provide that the insurance afforded by the Commercial general liability policy or policies is primary to any insurance or self-insurance of the City and its officials, officers, employees, agents and representatives.

4.6 **Waiver of Subrogation.** All insurance policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, its officials, officers, employees, agents and representatives for losses paid under the terms of the policies required under this Section 4.

5. **Non-Liability of Officials and Employees of the City.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by City, or for any amount, which may become due to Contractor.

6. **Non-Discrimination.** Contractor covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** The parties agree that Contractor shall act and be an independent Contractor and not an agent or employee of City, and shall obtain no rights to any benefits which accrue to City's employees.
8. **Compliance With Law.** Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.
9. **Disclosure of Documents.** All documents or other information developed or received by Contractor are confidential and shall not be disclosed without authorization by City, unless disclosure is required by law.
10. **Product Affiliation or Endorsement.** Contractors are expressly prohibited from producing any advertisement or endorsement that refers to the City as a user of a product, material or service of the Contractor or any subcontractor, material supplier, vendor or manufacturer, without a written agreement from the City Council or its designee. However, this rule does not preclude a Contractor from identifying the City as a reference or as a former client in proposals for work submitted to other corporate, government or other legal entities.
11. **Ownership of Work Product.** All documents, data, or other information developed or received by Contractor shall be the property of City. Contractor shall provide City with copies of these items upon demand or upon termination of this Agreement.
12. **Conflict of Interest and Reporting.** Contractor shall at all times avoid conflict of interest or appearance of conflict of interest in the performance of this Agreement.
13. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of Contractor is as follows:

(b) Address of City is as follows (with a copy to):

| | |
|------------------------|------------------------|
| City Clerk | City Attorney |
| City of Garden Grove | City of Garden Grove |
| 11122 Acacia Parkway | 11122 Acacia Parkway |
| Garden Grove, CA 92840 | Garden Grove, CA 92840 |

14. **Contractor's Proposal.** Contractor shall be bound by all the terms, conditions and specifications set forth in Contractor's submittal to the City of San Diego in response to the RFB, which submittal is incorporated herein by reference. In the event of any inconsistency between the terms of Contractor's submittal and this Agreement, this Agreement shall govern.
15. **Licenses, Permits and Fees.** At its sole expense, Contractor shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
16. **Familiarity With Work.** By executing this Agreement, Contractor warrants that: (i) it has investigated the work to be performed; and (ii) it understands the facilities, difficulties and restrictions of the work under this Agreement.
17. **Time of Essence.** Time is of the essence in the performance of this Agreement.
18. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for City to enter into this Agreement. Contractor shall not contract with any other entity to perform the services required without written approval of the City. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of City. If Contractor is permitted to subcontract any part of this Agreement, Contractor shall be responsible to City for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and City. All persons engaged in the work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor.
19. **Authority to Execute and Terminate.** The persons executing this Agreement on behalf of the Contractor warrants that they are duly authorized to execute this Agreement and that by executing this Agreement, the Contractor is formally bound. This Agreement may be terminated as set forth herein, and City may terminate this Agreement without cause by providing Contractor thirty (30) days written notice of termination, provided that termination without cause shall not take effect unless and until the termination is approved by the City's City Council or its designee.

20. **Indemnification.** Contractor agrees to protect, defend and hold harmless City and its elective or appointive boards, officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by Contractor, Contractor's agents, officers, employees, subcontractors or independent contractor(s) hired by Contractor. The only exception to Contractor's responsibility to protect, defend and hold harmless City is due to the sole negligence of City, or any of its elective or appointive boards, officers, agents or employees. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.
21. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by City and Contractor.
22. **Scope of Agreement.** During the term of this Agreement, Contractor will provide to the City the products and services described in Attachment "A" in accordance with the terms and conditions set forth herein, and the terms and conditions of any other documents referenced in or incorporated into these terms and conditions (collectively referred to as the "Agreement")
23. **Change Orders.** City may request changes to the work required to be performed or the addition of products by Contractor by providing Contractor written notice of such changes ("Change Order") or constructive changes may require the initiation of the change order process by Contractor. In either event, Contractor shall implement the required changes immediately following negotiations on Change Order pricing and terms.
24. **Delivery Orders.** City may request, and Contractor may propose, the addition of equipment and/or services under this Agreement. Such additional equipment and/or services may be obtained via Delivery Orders in a manner consistent with the Change Order mechanism stated in Section 23.
25. **Rules and Regulations.** The employees of City and Contractor shall obey all pertinent rules and regulations of the other party while on the premises of the other party, including those relating to the safeguarding of confidential or proprietary information.

26. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the City and Contractor.
27. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any legal action commenced concerning this Agreement shall be filed and maintained in the Orange County Superior Court.
28. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.
29. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
30. **Default and Termination.** Failure or delay by any party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default.

[SIGNATURES ON FOLLOWING PAGE]

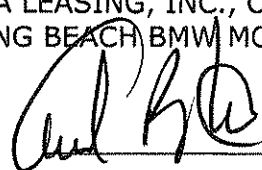
IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

"City"
CITY OF GARDEN GROVE

By: _____
City Manager

Dated: _____, 2011

"Contractor"
RCA LEASING, INC., OPERATING AS
LONG BEACH BMW MOTORCYCLES

By:  _____
Charles Beethon

Title: General Manager

Dated: 7/1, 2011

Tax ID No.: 95-3085661

If Contractor is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to City.

ATTEST

City Clerk

Dated: _____, 2011

APPROVED AS TO FORM:

City Attorney

Dated: _____, 2011

ATTACHMENT A

(RFB)

ATTACHMENT B

(QUOTE)



CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPT.
 1200 Third Avenue, Suite 200
 San Diego, CA 92101-4195

Bid No. 10011001-11-E

REQUEST FOR BID

Closing Date: **September 30, 2010**
@ 3:00 pm P.T.

Subject: Furnish the City of San Diego with BMW Police Motorcycles

Timeline: As may be required for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

| | |
|------------------------------|---|
| Company _____ | Name _____ <small>[PRINT OR TYPE]</small> |
| Federal Tax I.D. No. _____ | Signature* _____ |
| Street Address _____ | Title _____ |
| City _____ | Date _____ |
| State _____ Zip Code _____ | |
| Tel. No. _____ Fax No. _____ | <i>*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.</i> |
| E-Mail _____ | |

If your firm is not located in California, are you authorized to collect California sales tax? Yes No

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

If Yes, under what Permit # _____

Cash discount terms _____ % _____ days. *[Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]*

City of San Diego Business Tax Certificate #: _____

State delivery time required: _____ days after receipt of order.

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) All bidders must complete and submit the Vendor Registration Form with their bid.
- 5) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

BEVERLY ASBILL-GUMBS/ylk, Procurement Specialist

Phone: (619) 236-5923

Fax: (619) 533-3225

E-mail: BAsbillGumbs@sandiego.gov

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I. PRICING PAGE

| Item No. | Est. Annual Qty. | U/M | Description | Unit Price | Extension |
|----------|------------------|-----|---|------------|-----------|
| 1. | 9 | EA | BMW R1200 RT-P Police Motorcycles. NO SUBSTITUTIONS (as specified in Section IV). Delivery Time: _____ calendar days after receipt of order. Warranty Period: _____ | \$ | \$ |
| 2. | 1 | EA | Take-down lights (L&R) with switch and controller unit (as specified in Section IV, Paragraph K.1) | \$ | \$ |
| 3. | 1 | EA | Left front ticket book box (as specified in Section IV, Paragraph K.2) | \$ | \$ |
| 4. | 1 | EA | High mounted LED brake/tail light (as specified in Section IV, Paragraph K.3) | \$ | \$ |
| 5. | 1 | EA | Auxiliary exterior rear facing LED emergency lights. (mounted above license plate) (as specified in Section IV, Paragraph K.4) | \$ | \$ |
| 6. | 1 | EA | Duplex rear side facing emergency lights (as specified in Section IV, Paragraph K.5) | \$ | \$ |
| 7. | 1 | EA | Flashlight/PR24 baton holder. (mounted right rear (as specified in Section IV, Paragraph K.6) | \$ | \$ |
| 8. | 1 | EA | Note pad holder (as specified in Section IV, Paragraph K.7) | \$ | \$ |
| 9. | 1 | EA | Heated adjustable seat in standard or low height versions (as specified in Section IV, Paragraph K.8) | \$ | \$ |

| Item No. | Est. Annual Qty. | U/M | Description | Unit Price | Extension |
|---------------|------------------|-----|--|------------|-----------|
| 10. | 1 | EA | Locking radar or laser gun baskets. (mounted right side) (as specified in Section IV, Paragraph K.9) | \$ | \$ |
| 11. | 1 | EA | Radio Power Management Module (15 minute timer) (as specified in Section IV, Paragraph K.10) | \$ | \$ |
| 12. | 1 | EA | Radio interface being used – PVP (as specified in Section IV, Paragraph K.11) | \$ | \$ |
| 13. | 1 | EA | MOTOROLA radio cable Part #3075217A01 (as specified in Section IV, Paragraph K.12) | \$ | \$ |
| TOTAL: | | | | \$ | \$ |

II. SPECIFIC PROVISIONS

A. SCOPE OF WORK

Furnish the City of San Diego General Services, Fleet Services with the sole brand purchase of BMW Police Motorcycles, in accordance with the specifications outlined in Section IV.

B. QUESTIONS AND COMMENTS

Questions and comments regarding this bid must be submitted in writing to City of San Diego, Purchasing & Contracting Department, ATTN: Beverly Asbill-Gumbs, 1200 Third Avenue, Suite 200, San Diego, CA 92101; or by fax to (619) 533-3225; or by e-mail to BAsbillGumbs@sandiego.gov, no later than 5:00 p.m. on September 23, 2010.

C. PRICING

Prices quoted shall include all delivery charges and shall be FOB Destination to:

General Services Department
Fleet Services
2740 Caminito Chollas
San Diego, CA 92105-5039

D. AWARD

This bid shall be awarded as a lot, as may be in the best interest of the City.

E. ORDERING

It is the City's intent to place an order for nine (9) police motorcycles, as specified on the Pricing Page upon award.

F. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and closing date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing & Contracting Department Reception Desk prior to bid closing at 3:00 p.m. on bid closing date. Faxed bids will not be accepted.

The original and two (2) copies of bid, including any attachments, shall be submitted.

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid shall be cause for the bid to be rejected as non-responsive.

- a. Recycled Material Content (as specified in Section II, paragraph J).
- b. Bidder's References (as specified in Section II, paragraph K)
- c. Manufacturer's Warranty (as specified in Section III, paragraph C).
- d. Manuals (as specified in Section III, paragraph H)
- e. Equipment Specifications/Brochures (as specified in Section III, paragraph M).
- f. Equipment Specification Forms (as specified in Section III, paragraph N).
- g. Contractor/Vendor Registration (use form in Forms Section).
- h. Contractor Standards Pledge of Compliance (as specified in Section II, paragraph O).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance Requirements as specified in City of San Diego General Provisions, Section II, paragraph I, if not currently on file.
- b. Taxpayer Identification Number (W-9) as specified in City of San Diego General Provisions, Section C, paragraph 15, if not currently on file.
- c. Business Tax License as specified in Section III, paragraph P, if not currently on file.

G. OPTION TO RENEW

The City reserves the option to renew the contract for four (4) additional one (1) year periods under the terms and conditions of the current contract beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Bidder an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

Bidder shall indicate the maximum percentage increase to which the prices in effect at the end of the current contract year would be subject if the renewal options were exercised. _____%

Failure to submit or complete the price increase section above will be construed to mean that prices bid will not be increased during any option period. The City will not grant an option, if the Contractor requests a price increase which exceeds above stated percentage. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request.

This section will not be considered in the evaluation for award.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

H. PRICE ADJUSTMENT CLAUSE FOR OPTION RENEWAL

In the event the Contractor does not request a price increase at the time of the contract renewal, and the Manufacturer subsequently announces a general increase in the price of their products, the Contractor may request an increase at that time. The Contractor must provide detailed supporting documentation from the Manufacturer to support the requested increase. The requested increase shall not exceed the percentage increase indicated in the "Option to Renew" clause.

I. INSURANCE REQUIREMENTS (FOR TRAINING)

Insurance. The winning Bidder/Proposer shall not begin any work under the Contract resulting from this solicitation until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Bidder/Proposer's liabilities, including but not limited to Bidder/Proposer's indemnity obligations, under the Contract resulting from this solicitation, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of the Contract resulting from this solicitation and Bidder/Proposer's failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract resulting from this solicitation may be treated as a material breach of contract by the City. The Bidder/Proposer shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of the Contract resulting from this solicitation.

Deductibles. All deductibles on any policy shall be the responsibility of the Bidder/Proposer and shall be disclosed to the City at the time the evidence of insurance is provided.

Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by the Contract resulting from this solicitation or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

Reservation of Rights. The City reserves the right, from time to time, to review the Bidder/Proposer's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Bidder/Proposer for the cost of the additional premium for any coverage requested by the City in excess of that required by the Contract resulting from this solicitation without overhead, profit, or any other markup.

Additional Insurance. The Bidder/Proposer may obtain additional insurance not required by the Contract resulting from this solicitation.

Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

Types of Insurance. At all times during the term of the Contract resulting from this solicitation, the Bidder/Proposer shall maintain insurance coverage as follows:

1. **Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 (one million) per occurrence and subject to an annual aggregate of \$2,000,000.00 (two million). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Bidder/Proposer's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Bidder/Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

2. **Workers' Compensation.** For all of the Bidder/Proposer's employees who are subject to the Contract resulting from this solicitation and to the extent required by the applicable state or federal law, the Bidder/Proposer shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1,000,000.00 (one million) of employers' liability coverage, and the Bidder/Proposer shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Worker's Compensation and Employer's Liability Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

J. RECYCLED MATERIAL CONTENT

City Council Policy No. 100-14 allows for a \$5,000.00 price preference per contract for products which are made partially or fully from recycled material(s). This preference will be applied during the bid evaluation for each contract. Please submit proof, such as a Recycled Material Certificate, Material Safety Data Sheet, or other with your bid.

Please specify the recycled material and the percentage of recycled material used (if any) in the product bid:

Type of recycled material: _____

Percent of recycled material used: _____

K. REFERENCES/QUALIFICATIONS

Bidders are required to demonstrate successful performance for work of similar size and scope as specified in this contract during the past three (3) years. Bidders must also demonstrate that they are properly equipped to perform the work as specified in this contract.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, the following documents must be included with the bid submittal:

- Bidder's References (use form in Forms Section)

L. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated January 3, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid.

M. SMALL EMERGING LOCAL BUSINESS PROGRAM

Prime vendors/contractors/consultants are encouraged to take positive steps to diversify and expand their Small Local Business Enterprises (SLBE)/ Emerging Local Business Enterprises (ELBE) solicitation base and to offer contracting opportunities to all eligible small emerging local businesses. To support its Equal Opportunity Contracting commitment, the City has established participation level(s) as defined in the following website, <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

1. All professional services (non-Architectural/Engineering) contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. Details can be found in the website above.
2. For all goods and services contracts valued over \$50,000, the City shall apply a 2% bid discount for either: 1) SLBE/ELBE prime contractors or 2) Prime contractors meeting the 20% voluntary SLBE/ELBE goal. The discount will not apply if the award to the discounted bidder would result in a total contract cost of \$10,000 in excess of the low, non-discounted bidder. Details can be found in the website above.

N. BUSINESS TAX CERTIFICATE

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500.

The City requires that each vendor to provide a copy of their Business Tax Certificate, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

O. CONTRACTOR STANDARDS

This bid is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All Bidders are required to complete the Contractor Standards Pledge of Compliance included in this Request for Bid (use form on Forms section). The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

P. EXPECTATIONS OF ETHICAL BUSINESS CONDUCT

The City's Expectations of Ethical Business Conduct requirements are incorporated into this bid and any resulting contract (see Attachment).

III. GENERAL REQUIREMENTS

A. VEHICLE/EQUIPMENT REGISTRATION AND LICENSE PLATES

The Contractor shall obtain the exempt registration and license plates.

The legal registration title shall be as follows:

City of San Diego
Fleet Services
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

City Equipment I.D. No. _____

Prior to applying for Exempt "E" license plates, the Contractor shall contact the City's Equipment Coordinator at (619) 527-7571 to obtain a City of San Diego Equipment identification number for each vehicle/equipment. This number must appear on the final registration certificate.

Some equipment may be purchased via the City's Equipment and Vehicle Financing Program. These units will require that the Vehicle Financing Program Provider be listed as Lien holder on vehicle/equipment registration. Contact the Fleet Services Engineer at (619) 527-7561 for Lien holder verification.

A facsimile of the registration card shall be inserted in the registration holder and each holder shall be attached inside the equipment. The location and method of attachment of the registration holder to the equipment shall be approved by the Fleet Services Engineer prior to installation.

The original registration card shall be included with the warranty documents upon delivery of each unit to the City. These documents shall be contained in a document delivery envelope.

The license or identification plates shall be installed prior to delivery of each unit.

B. DELIVERY

To optimize Fleet Services labor requirements, all new equipment deliveries shall be scheduled in advance. The successful Bidder, upon receipt of City Purchase Order or Master Lease authorization, and prior to submittal of factory order, shall contact the Fleet Services Engineer at (619) 527-7561 to establish delivery intervals.

The equipment shall be delivered complete and ready for operation. It shall be new and the latest model and have all standard accessories, and except as otherwise specified, be standard in all respects. It shall have all the standard equipment and features as shown by current Manufacturer's catalogues. It shall be fueled and completely lubricated, and all pre-delivery services shall have been performed. Delivery time is Monday through Friday, 10:00 a.m. to 3:00 p.m.

The City will not pay for any equipment that is not delivered as specified in the bid. Conformity to equipment specification and the subsequent equipment acceptance date will be determined by the Fleet Services Engineer. Payment terms will be based on date of acceptance by the City.

C. WARRANTY

The standard manufacturer's warranty shall apply to all motorcycles purchased under these specifications. Manufacturer shall also provide a 39-month/60,000 mile, no deductible limited warranty for all motorcycles. Any cost for this warranty shall be included in the bid price of the motorcycle. The manufacturer shall have 6,000 mile service intervals in the Manufacturer's maintenance schedule for meeting the service requirements for obtaining warranty service and limited roadside assistance coverage available during warranty period.

All equipment shall have the regular Manufacturer's standard guarantee and warranty against defects in material and workmanship. In no case shall coverage be less than twelve (12) months after a unit is placed in service. Where a standard Manufacturer warranty exceeds a period of one (1) year, this warranty shall also be provided to the City. Bidders shall submit a copy of the Manufacturer's warranty with their bid. Should there be a conflict between the Manufacturer's warranty and these specifications, these specifications shall prevail as may be in the best interest of the City.

Bidder shall establish and deliver to the City a one (1) year service contract with an approved local warranty service facility. A local warranty service facility is hereby defined as a warranty service facility located within the County of San Diego. Contractor shall furnish with their bid written verification of the local warranty service facility contract. Contract and service facility shall have prior approval of the Deputy Director, General Services/Fleet Services or their designee.

In the event of a breakdown or failure of the equipment during the warranty period and upon receipt of notice (written or verbal) from the City, contractor shall take satisfactory action to effect repair or replacement of affected parts within forty-eight (48) hours.

Transportation of the equipment from any City of San Diego Station, or place of breakdown, to the warranty service facility for warranty work and back, shall be the responsibility of the Contractor. This includes towing when necessary. If the City must have the equipment towed for reasons of security or safety, the contractor shall be responsible for all charges.

D. PARTS STIPULATION

The successful Bidder shall ensure adequate and continued parts support for the useful life of the equipment. The successful Bidder shall provide access to proprietary parts for the equipment for a period of not less than five (5) years from the last delivery of the equipment. Parts must be available in San Diego County and/or received by the City of San Diego within forty-eight (48) hours from placement of the order.

Parts shall include, but not be limited to, those for the cab and chassis and related components such as engine, transmission, suspension, and brakes. Additionally, all proprietary consumable and wear parts for the equipment and its related components shall be included.

The successful Bidder shall provide the City with a recommended minimum stock parts list for the equipment within forty-five (45) days of award of contract.

Failure to comply with these stipulations may result in the termination of this contract by the City.

E. KEYS

All locks on a delivered vehicle shall be operable with one (1) key. Five (5) keys for each lock shall be provided upon delivery. Key codes shall be furnished for all equipment delivered.

F. MANUFACTURER'S CERTIFIED TRAINING

The successful Bidder may be required, at the City's discretion, to conduct manufacturer's certified operator and mechanic training. Special emphasis shall be given to any unique characteristics of the equipment and repair. The City will not pay any cost incurred by the successful Bidder in providing the training. Training shall be provided by a manufacturer's qualified instructor.

G. EQUIPMENT DEMONSTRATION

Bidders may be required, at Bidder's sole expense and upon receipt of a written notice from the Purchasing & Contracting Department, to demonstrate their proposed equipment for a minimum of three (3) days in San Diego prior to awarding the contract. Bidder shall furnish demonstration equipment within seven (7) calendar day's receipt of a written demonstration request.

Equipment provided for the demonstration shall be completely identical to all equipment offered by the Bidder. A demonstration will allow the City to evaluate criteria including, but not limited to equipment productivity, serviceability, and maneuverability. The City shall be the sole judge of the suitability and acceptability of any equipment proposed or demonstrated.

H. MANUALS

One (1) set each of the following manual(s) shall be provided for each type of equipment upon delivery:

- Operation Manual
- Maintenance Manual

I. LABELS

All signs and labels required by Department of Transportation (DOT) and California Occupational Safety and Health Administration (Cal-OSHA) shall be affixed.

J. CODE COMPLIANCE

All equipment delivered under these specifications shall comply with all applicable provisions of the most recent California Vehicle Code, DOT Standards, and Cal-OSHA codes.

K. EQUIPMENT AND VEHICLE FINANCING PROGRAM

The City reserves the right to make a direct purchase of proposed equipment, or to arrange financing under the City's Equipment and Vehicle Financing Program.

If the City chooses to utilize its Equipment and Vehicle Financing Program, the successful bidder shall sell the equipment to the City's lessor under the same terms and conditions offered to the City.

L. EQUIPMENT LINE SHEET

The successful bidder shall provide, upon delivery of each unit, a copy of the factory/OEM line sheet indicating parts identification particular to the delivered unit.

M. EQUIPMENT SPECIFICATIONS/BROCHURES

Each Bidder shall furnish, as a part of the bid, the most recent manufacturer's equipment specifications and brochures clearly describing the equipment they propose to furnish. These accompanying documents shall clearly indicate all points specified herein. Failure to provide manufacturer's specifications and brochures may cause the bid to be rejected as non-responsive.

N. EQUIPMENT SPECIFICATIONS FORMS

Each Bidder shall complete and furnish, as a part of the bid, the specifications forms herein. Any deviations to the specifications must be clearly stated in the bid submittal. Any deviations will be evaluated and may be basis for rejection if they are found to be detrimental to the operation of the City. The specifications forms shall be completed in its entirety. Failure to provide complete, accurate Equipment Specifications Forms may cause the bid to be rejected as non-responsive.

IV. SPECIFICATIONS FOR POLICE MOTORCYCLES

It is the intent of this specification to describe a BMW R-1200 RT-P manufacturer certified police motorcycle to be used in high-speed highway traffic and law enforcement work. The motorcycle will at times be operated at speeds above 115 mph for both short and long distances at ambient temperatures ranging from 200F to 1200F. It will be driven on all types of roads and road surfaces and shall possess outstanding handling characteristics, maneuverability, and stability.

The term "heavy duty" as used in this specification shall mean that the item to which the term is applied shall exceed the usual quantity, quality, or capacity supplied with standard production motorcycles; and it shall be able to withstand unusual strain, exposure, temperature, wear and use.

Police accessories must be engineered and designed, or certified, by the manufacturer of the motorcycle to be compatible with all other components, give dependable service and not degrade its handling characteristics or appearance.

A. RULES AND REGULATIONS

Motorcycles shall comply with all applicable California Vehicle Code (CVC), Code of Federal Regulations, Title 49, "Federal Motor Vehicle Safety Standard" (FMVSS) and California Code of Regulations, Title 13, "Motor Vehicles" rules and regulations. Motorcycles shall also comply with all applicable Society of Automotive Engineers standards and Health and Safety Code, (distance of radio equipment from the operator's head, etc.) regulations. In addition, all motorcycles shall comply with all other Federal and State rules, regulations and safety standards applicable to the vehicle type in effect on the date of the opening of the invitation for bid.

Vehicle shall be current year production model, two-wheel motorcycle, equipped for police service. Each model shall visibly display the vehicle identification number (VIN), gross vehicle weight rating (GVWR), date of manufacture and any other information required by Federal or State regulation.

B. TECHNICAL SPECIFICATIONS

1. Engine

The engine shall be a heavy-duty "police package" of the manufacturer's standard engine, meeting the following requirements:

- a. Not less than 998 cubic centimeters (cc) displacement.
- b. 2 cylinders.
- c. Air/oil cooled.
- d. Shall be four cycle.
- e. Shall produce not less than 100 hp.

- f. Reciprocating engine parts to be balanced at the factory in an effort to reduce engine and consequential motorcycle vibration during the service life of motorcycle.
- g. Fuel injection with recommended octane rating of 91 AKI.
- h. Electronic engine management system with automatic choke, individual cylinder pre-ignition, temperature and oxygen sensors to provide consistent operation under varied conditions and fuels.
- i. Engine shall possess an oil level indicator light to advise operator of low oil level.

C. POWERTRAIN

1. Final Drive

May be maintenance-free shaft drive.

2. Clutch

- a. Single dry plate, hand operated.
- b. Hand lever shall be located on left handlebar with adjustment for size of operator hand.
- c. Hydraulic self-adjusting actuation providing automatic clutch lever free-play adjustment under all service conditions.

D. TRANSMISSION:

- 1. Shall be 6 speeds.
- 2. Gears shall be constant mesh design.
- 3. Shift pattern shall be as follows: Neutral located between first and second gears, shall shift down from neutral to first gear and up from neutral to second, third, fourth, fifth, etc.
- 4. Shall have foot shift lever of rocker type and designed to be operated by toe or toe and heel and shall not interfere with normal foot position on foot peg.
- 5. Foot shift lever shall be located on left side.
- 6. An indicator light, readily visible to the rider, shall be provided to indicate when the transmission is in neutral position.

E. BRAKES

1. Front and rear brakes shall be hydraulic controlled systems with independent rear wheel brake control. Anti-Lock Brake System (ABS) required.
2. Front brakes shall be dual disc type, hand operated from the right handlebar with adjustability in lever for size of operator hand. Shall provide full modulation to the limit of traction without loss of control.
3. Rear brake shall be disc type, foot operated with pedal located on right side. Linkage shall be close fitting to eliminate any lost motion and designed to give trouble free service for the life of the motorcycle. Brake pedal shall incorporate a non-skid pedal surface or pad to permit safe application and minimize the possibility of the foot slipping off the brake pedal. Foot pedal and linkage shall be designed and located so that full travel of pedal or rider's foot shall be such that brake can be applied without lifting heel from the footrest/footboard.
4. Hydraulic hoses and metal lines shall be mounted and protected in such a manner so as to prevent them from becoming damaged due to chafing, rubbing, or vibration. Brake lines and calipers shall be located away from exhaust heat.

F. FRAME/SUSPENSION/FIBERGLASS/SHEET METAL:

1. Frame shall be carbon steel tubing/cast elements of such a design, construction and material to enhance stability and handling characteristics with law enforcement equipment installed (radio, antenna, light systems, and other components required by this specification). Vibration and other naturally occurring forces shall not cause cracking of the motorcycle frame, suspension or body components when subjected to normal police service.
2. Rear fork shall be swinging arm type with integral coil spring(s) and hydraulic/gas shock absorber(s). Rear shock absorber(s) shall have provision for adjustment to accommodate rider's height and weight.
3. Front forks to be hydraulic design and adjusted to permit the shortest possible turning radius and designed for best handling characteristics in police service considering weight and weight distribution. Fork pre-load shall not be gas pressure adjustable.
4. Frame, spring(s) and shock absorber(s) shall be adequate to handle rider plus the added weight of a transistorized motorcycle certified radio transmitter and receiver, radio repeater, carrier and saddlebags as engineered and installed for police service on rear of the motorcycle.

5. The minimum load-carrying capacity of the motorcycle as delivered shall be no less than 400 pounds (GVWR minus unladen weight prior to installation of police-specific equipment).

G. ELECTRICAL SYSTEM:

1. Chassis Electrical

- a. Shall be 12-volt system with can-bus/circuit breakers/protectors and/or fuses for protection of all circuits from overload or short circuits.
- b. Heavy duty alternator (700 watt minimum), with voltage regulator incorporating transient voltage protection, producing a minimum of 25A at recommended engine idle speed (without special police equipment in operation) to ensure prompt and reliable recharging of battery systems during normal motor operation.
- c. Motorcycle shall incorporate a linked dual battery system, providing one heavy duty gel maintenance-free primary battery for the operation of the motorcycle and anti-lock brake system, and an identical auxiliary maintenance-free gel battery with 8 special conventionally-fused circuits for the operation of specialized police equipment. Both batteries shall be linked to recharge from the central alternator during motor operation. A heavy duty relay triggered by alternator output/engine speed shall disengage the auxiliary battery when the engine is not running (or producing current) to enable all special police equipment to draw only from the auxiliary battery, thereby preserving the primary battery to enable reliable restarting regardless of the length of the violator stop.
- d. Starter shall be latest type 12-volt starting motor with solenoid and one-way clutch engagement. Starter button shall be located on right handlebar. Shall feature a "clutch safety system" that prevents the engine from being started when the clutch is engaged and the transmission is not in neutral.
- e. Dealer installed radio cable MOTOROLA Part #3075217A01 on left side of motorcycle.

2. Lighting

- a. Headlight to be dual element low beam/single element high beam, quartz halogen-with a high beam indicator light mounted so that it is readily visible to the rider. High and low beams to be controlled by a switch on the handlebar. A two-position switch should be located on the handlebar which allows front and rear lighting to be turned "on" or "off" with engine operating independent of ignition switch. Tail light shall be fitted with dual brake/tail light bulbs with warning to advise the operator if a brake/tail light bulb fails.

- b. Brake light shall provide illumination as required by FMVSS and be a dual bulb system with warning to advise the operator if a brake light bulb fails. High-mounted supplementary LED brake/tail light shall be fitted to provide additional rear visibility. Supplementary light shall comply with all applicable SAE and CA Title 13 requirements.
- c. Turn signals designed and/or installed in such a manner as to be visible from the front and rear, two (2) on the front and two (2) on the rear with indicator lights on dash panel. Rear turn signal lights are to be wired to a switch with indicator light to permit the rear signal lights to flash together, independent of the front signal lights and to operate with ignition switch in either the "On" or "Off" position. Turn signal switch for both left and right signals shall be located on the handlebars and shall be the push to lock on type with indicator lights which will operate when the turn signals are in operation.
- d. Two (2) blue identification lights (Ref. Truck-Lite #10A) shall be installed on a plate with the license plate. The lights shall be mounted, one on each side of the license plate, and connected with the tail light circuit.
- e. White LED take-down lights, high mounted just below front emergency light housings, shall operate in either steady-burn (violator stop) or wig-wag (pursuit) mode synchronized with the flashing of the front emergency lights.
- f. Emergency Lights: To be modular LED lighting units which contain multiple LED light heads optimally aimed for high visibility. Light heads shall be one each forward facing (left and right), one each forward 45 degree, one each forward side facing, one each rear side facing, one each rear facing.
- g. Duplex rear side facing and duplex rear facing LED emergency lights. Optional auxiliary photo-eye controlled rear LED lights fitted to license plate mount provide additional rear lighting.
- h. Light heads shall be non-flashing type controlled by processor-controlled flasher system with 12 flash patterns and sequential light switching from rear to front. Flasher system pre-wired for optional photo-eye to turn-off optional lower LED light heads to reduce glare during night riding. Flasher connected to siren InterClear function to enable secondary flashing pattern for 7 seconds each time siren mode is changed. Primary and secondary flasher programming buttons provided in secure location.

Emergency lights shall operate with ignition switch in either the "On" or "Off" position, or lockable accessory position. Side-facing front and rear lights shall provide option to activate with rear or front lights. Motor shall include two indicator lights within the operator's field of vision to indicate when rear or front lights are "On".

Light color to be specified below:

| | | |
|------------------------|-------------------|-------------------|
| front light color: | left – Red/Steady | right – Blue |
| f-45° light color: | left – Red | right – Blue |
| f-side light color: | left – White | right – White |
| r-side light color: | left – Blue/Blue | right – Blue/Blue |
| rear light color: | left – Amber | right – Blue |
| aux. rear light color: | left – Amber | right – Blue |

- i. Horn must have a minimum of 82 dB output measured at a height of 4 feet and at a distance of 50 feet directly ahead of motorcycle on an asphalt surface, with the engine at idle (SAE J377). Horn button to be located on the left handlebar switch assembly. With motorcycle ignition “on”, the horn will activate the siren “air horn” function as well as the normal motorcycle horns.
- j. Switches for control of all emergency equipment (siren, emergency lights, etc.) shall be located on the handlebar and accessible without removing hands from the grips. Emergency light switch shall be a three (3) position switch wired as follows:
 - (1) Position 1 = Off
 - (2) Position 2 = Rear emergency lights plus option to activate rear or front side lights
 - (3) Position 3 = Code 3 (all emergency lights)
- k. An additional switch accessible from the handlebar is provided to independently cancel the rear emergency lights (those programmed to function in Position 2) to allow use of only front lights under specific situations.
- l. Ignition switch, headlight switch, rear flashing amber light switch and all other switches not specifically located in this specification, shall be mounted on the dash panel or on the handlebar and be conveniently accessible by the rider.
- m. The ignition, headlight and running light switches shall be designed and wired to permit the engine to run without the headlight or running lights on.
- n. Dash panel and instrument lights shall be hooded or otherwise designed to prevent glare onto the windshield.

3. Handlebars:

Handlebars shall be chrome plated, stainless steel, or other corrosion resistant finish of the latest approved type suitable for police work and allow the officer to sit in an upright vertical position with both hands on handlebar grips. Movement of the handlebars shall not be restricted by any accessory equipment or windshield/fairing.

- a. All exposed wiring to switches shall be encased in plastic loom and clamped to bars. All wiring subjected to friction to be adequately protected to prevent wear and eventual grounding.
- b. Handlebar grips to be of firm dark colored plastic and/or rubber which will not discolor hands.
- c. Throttle control to be located on right handlebar shall allow no lost motion or play and shall return to idle when hand is released from grip.
- d. Handlebar control levers shall contain ball type knobs on their outer ends to minimize the possibility of the hand slipping off the lever.
- e. Heated handlebar grips with two temperature settings.
- f. Provision shall be made for mounting a radio control head system (including microphone) in the center of the handlebars, gas tank console or fairing. Fairing dashboard shall contain a radio speaker of 4 Ohms impedance to broadcast radio traffic, pre-wired with for connection to mobile radio. Mounting of the radio control head and microphone shall not obstruct visibility of indicators or accessibility of controls and switches and shall be readily accessible when seated on the motorcycle.

4. Tires and Wheels:

a. Tires:

To be first quality, bead retention, tubeless tires specifically approved by the manufacturer for police service.

- (1) Each tire and wheel assembly shall be balanced. Lateral and radial run-out shall be within the factory recommended tolerances.
- (2) Tires supplied shall be tested and approved by the manufacturer for use on the make motorcycle bid.

- (3) Tires supplied must be readily available through motorcycle manufacturers distributors at time of delivery of the first motorcycles supplied in compliance with these specifications.
- (4) Tires shall conform to the performance requirements listed in Section IV, paragraph H.
- (5) Tire Pressure Monitoring (TPM) system provides continuous monitoring via digital reading in dashboard information display of front and rear tire pressure in PSI. Dashboard Alert for slow leak/Dashboard Warning for fast lose of air pressure.

b. Wheels:

Front and rear wheels shall be alloy type. Front and rear wheel shall be designed to prevent tire separation from rim if tire becomes flat. Rim shall be equipped with an interior shoulder that does not permit dismounting of the sidewall bead from the shoulder and prevents subsequent movement of the sidewall into center-recess of the rim or to the outside of the rim when tire is run flat. Rim locks are not acceptable as an alternate to this specification. Tire pressure valve stem shall be easily accessible for daily check/correction of tire pressure.

5. Mirrors:

Right and left side rear view mirrors are to be installed in such a manner to minimize vibration and shall be:

- a. Rectangular in shape. No less than 3-1/2" x 5" or 17 square inches.
- b. Short shank, mounted on the handlebars or breakaway design mounted to fairing shell.
- c. Mirrors shall be "true vision" type.

6. Speedometer:

- a. Speedometer shall be designed for police work. Shall be certified accurate within ± 2 mph throughout its entire speed and temperature operating range as compared to the true motorcycle speed in which it is installed (accuracy requires use of manufacturer specified tires).
- b. Shall provide illuminated accurate easy-to-read digital display.

- c. Shall provide a handlebar switch to press and lock the (pace) speed, displaying this speed on the digital display adjacent to the primary speed display. The pace speed shall be retained through ignition sessions until a new pace speed is locked.
- d. Tachometer shall be supplied.

7. Protection Bars:

Front (engine guard) and rear (bag guard) protection bars shall be shot-peened finished stainless steel construction to resist corrosion. The front and rear protection bars shall also be designed to provide mountings for the siren speaker and other accessories.

8. Fairing:

Fairing shall be equipped with a frame mounted full fairing and electrically-adjustable windshield system providing exceptional stability and protection from the elements.

- a. Windshield shall be of clear polycarbonate, scratch-resistant, approved glazing material (Ref. Lexan MR-4000 or equivalent).
- b. Windshield angle should be electrically adjustable via handlebar switch to provide optimal weather protection/minimal wind noise to the operator.
- c. Fairing and windshield system shall not cause imbalance of the motorcycle at any speed.

9. Seat:

Shall be heated, height-adjustable heavy-duty police type foam padded adjustable saddle covered with black leather or vinyl material.

10. Stands:

Side stand shall be of steel construction and have a minimum of two and one-half square inches of surface on the ground when extended. Stand designed to support the weight of the motorcycle when loaded with full police equipment.

- a. Shall be mounted on left side.
- b. Shall be designed so that the stand can be lowered and retracted with foot when seated on the motorcycle.
- c. So designed that it will not strike ground during hard left turns when retracted.

- d. Amount of lean of motorcycle shall not exceed 15 degrees from vertical when stand is extended and front wheel is in a straight-ahead position.
- e. Locking system available so that with the weight of the machine on the stand, the stand cannot be folded or retracted (for parking downhill with engine running).
- f. Center service stand shall be standard, permanently fitted to motor, raising one wheel off the ground when deployed, to enable operator to rotate - check condition of either tire.

11. Footrests:

Shall be equipped with footrests (floorboards are acceptable) so constructed that they will fold in the event of contact with the ground and equipped with skid plates on the bottom outer sides to reduce rapid wear from frequent pavement contact.

12. Siren/Public Address System:

Electronic BMW/Code 3 motorcycle 100W siren/public address (PA) system, including radio rebroadcast, shall be supplied and installed, operating only when ignition switch is "On". Siren to produce electronic tones wail, yelp, hyper-yelp and air horn (hyper-yelp disable for California agencies). PA and radio rebroadcast control system may be interfaced with mobile radio. Motorcycle to be fitted with Code 3, 100W siren speaker. Control switch(s) shall have these operating modes:

- a. Push-button – single press to activate siren. Additional single press of push-button will scroll through wail, yelp and hyper-yelp (when enabled). Press and hold of push-button deactivates siren regardless of position in scroll cycle.
- b. Horn button - siren air horn operates whenever ignition switch is "on" and horn button is pressed.
- c. Easily adjustable signal and amp volume adjustment.
- d. Quick-detachable PA microphone and cable for use if motor will not be equipped with helmet headset interface incorporating PA functionality.

13. Muffler:

- a. Shall meet legal sound restrictions.
- b. Shall be constructed of stainless steel to maximize useful life.
- c. Muffler to be polished stainless steel finish.

14. Keys:

To have two keys (one luxury key and one service key) provided for each motorcycle at time of delivery. Keys to contain anti-theft security chip to disable ignition system unless the proper ignition key is utilized.

15. Color:

Motorcycle finish and color to be combination of black and white (BMW color code 753) as follows:

- a. Frames – Black.
- b. Fenders - front white on painted area with black texture rain guard, rear black.
- c. Fairing shall be black and white combination.
- d. Saddlebags to have black sides and white lids. Radio box painted white.
- e. Front lateral trim panels – Black.

16. Radio Box and Saddlebag System:

To be equipped with a lockable integrated radio storage box with grounded base suitable for mounting of police radio/video system/etc. An optimally grounded radio antenna mounting location is integrated into the rear protection bar system. Radio box optimal dimensions: 17"L x 12"-10"W x 6"-4.5"H (box is tapered front to rear).

Two (2) law enforcement type utility saddlebags mounted on each side of the rear wheel. Saddlebags shall be composite construction. Optimal dimensions: 19.5"L x 6.75"w x 10.5"H (bag)/4"H (lid). Tapered rectangular shape with a minimum capacity of 23 liters each. Boxes shall be sealed against moisture and dirt. Front hinge/single glove-friendly rear latch should allow operator to open lid while seated on motor. Latch secures lid without requirement to lock/key lock standard for security.

17. Emergency Tool Kit:

A minimal emergency tool kit shall be supplied with each motorcycle in a plastic/vinyl pouch.

H. PERFORMANCE REQUIREMENTS:

Motorcycles purchased against this specification shall display outstanding stability, maneuverability, cornering and other handling characteristics necessary for a motorcycle engaged in urban enforcement as well as high-speed traffic law enforcement use which includes operation over various types of road surfaces and operating conditions. Motors shall be capable of reaching a top speed of at least 125 mph with no sign of instability, even when riding through curves at high speed. Cornering lean angle shall not be less than 43 degrees, providing optimal cornering clearance, improving the ability of the operator to avoid obstacles spotted in a curve.

- 0-100 MPH Acceleration = maximum of 12 seconds.
- Top Speed = 125 MPH minimum
- Average Deceleration Rate = minimum 27 feet per second.

I. PRE-DELIVERY SERVICE:

All motorcycles must be completely serviced, inspected, properly adjusted and road tested before delivery, including the proper fill of all fluids and lubricants. All motorcycles shall be delivered with a minimum of 2 gallons of fuel in the fuel tank. Batteries shall be serviced and fully charged on delivery.

J. TECHNICAL SUPPORT AND INFORMATION:

The successful bidder shall supply the Department with the following technical information at the time the first motorcycle is delivered to the Department.

Manuals:

1. Each motorcycle shall be delivered with a rider's manuals as well as warranty guide/consumer information guide necessary for proper operation and maintenance of the motorcycle.
2. Factory service manual covering repair of all components of the motorcycle is available for view on the Police Motors website at www.bmwmc.net. A CD of the repair manual will also be provided.
3. Electronic parts catalogue can operate on agency PC giving service part numbers complete in every detail covering the vehicle purchased - 1 (one) copy.
4. Wiring diagram for police pursuit lighting & siren system are available for view on the Police Motors website at www.bmwmc.net.

K. OPTIONS, ACCESSORIES AND SPECIAL SERVICES

The following BMW accessory options shall be fitted to the motor prior to delivery:

1. Take-down lights (L&R) with switch and controller unit.
2. Left front ticket book box.
3. High mounted LED brake/tail light.
4. Auxiliary exterior rear facing LED emergency lights.
(mounted above license plate)
5. Duplex rear side facing emergency lights.
6. Flashlight/PR24 baton holder. (mounted right rear)
7. Note pad holder.
8. Heated adjustable seat in standard or low height versions.
9. Locking radar or laser gun baskets. (mounted right side)
10. Radio Power Management Module. (15 minute timer)
11. Radio interface being used – PVP.
12. MOTOROLA radio cable Part #3075217A01.

BIDDER'S REFERENCES

The Bidder is **required** to provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Bidder.

REFERENCES

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____



**City of San Diego
Purchasing & Contracting Department
Contractor/Vendor Registration Form**

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID:
[ID Number will be provided by City]

Firm Info:

Firm Name:
(as reported on W9)

Firm Address:

City: State: Zip:

Phone: Fax:

Taxpayer ID: Business License:

Website:

Contact Info:

Contact Name:

Title:

Email:

Phone: Cell:

Alternate Address (if different from above) to Receive Remittance:

Mailing Address:

City: State: Zip:

Alternate Address (if different from above) to Receive Bid/Contract Opportunities:

Mailing Address:

City: State: Zip:

Contractor Licenses (if applicable)

License Number: License Type:

License Number: License Type:

License Number: License Type:

Contractor/Vendor Registration Form – Page 2

Firm Name:
(as reported on W9)

Product/Services Information:

NIGP Code:

*find list of available NIGP Codes at <http://www.sandiego.gov/purchasing> OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

| | | |
|--|---------------------------------------|---|
| Primary Owner of the Firm* <small>(51% ownership or more)</small> *Required | <input type="checkbox"/> Male | <input type="checkbox"/> Sole Proprietorship |
| | <input type="checkbox"/> Female or | <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Non-Profit <input type="checkbox"/> Governmental/Municipality/Regulatory Agency <input type="checkbox"/> Utility |

Ethnicity:

Ethnicity:

* select one from the following List of Ethnicities:

| |
|---------------------------|
| AFRICAN AMERICAN |
| ASIAN AMERICAN |
| CAUCASIAN AMERICAN |
| HISPANIC AMERICAN |
| NATIVE AMERICAN |
| PACIFIC ISLANDER AMERICAN |

Ownership Classification

Classification: *

* select from the following List of Ownership Classification Codes (select all that apply):

| | |
|------|---|
| WBE | (Woman Owned Business Enterprise) |
| OBE | (Other Business Enterprise) |
| DBE | (Disadvantaged Business Enterprise) |
| DVBE | (Disabled Veteran Business Enterprise) |
| SLBE | (Small Local Business Enterprise) |
| 8(a) | (Small Business Administration 8(a) Enterprise) |
| SDB | (Small Disadvantaged Business Enterprise) |
| LBE | (Local Business Enterprise) |
| MLBE | (Micro Local Business Enterprise) |
| SBE | (Small Business Enterprise) |
| MBE | (Minority Business Enterprise) |
| EBE | (Emerging Business Enterprise) |
| ELBE | (Emerging Local Business Enterprise) |

Certified by an Agency? No Yes (enter Certification Number and Certifying Agency below)

Certification #: [] Expiration Date: []

Agency: []

Certification #: [] Expiration Date: []

Agency: []

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
 1200 Third Avenue, Suite 200
 San Diego, CA 92101

or fax to: 619/236-5904

City of San Diego Purchasing & Contracting Department

CONTRACTOR STANDARDS
Pledge of Compliance

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this Pledge of Compliance with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed Pledge of Compliance prior to execution of the contract. A submitted Pledge of Compliance is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the Pledge of Compliance Attachment "A" and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed Pledge of Compliance may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

Three horizontal lines for project title input.

B. BIDDER/CONTRACTOR INFORMATION:

Table with fields: Legal Name, DBA, Street Address, City, State, Zip, Contact Person, Title, Phone, Fax.

C. OWNERSHIP AND NAME CHANGES:

- 1. In the past five (5) years, has your firm changed its name?
Yes No

If Yes, use Pledge of Compliance Attachment "A" to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

- 2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?
Yes No

If Yes, use Pledge of Compliance Attachment "A" to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE: Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

Corporation Date incorporated: ___/___/___ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Is your firm a publicly traded corporation? **Yes** **No**

If **Yes**, name those who own five percent (5%) or more of the corporation's stocks:

Limited Liability Company Date formed: ___/___/___ State of formation: _____

List names of members who own five percent (5%) or more of the company:

Partnership Date formed: ___/___/___ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ___/___/___

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: ___/___/___

List each firm in the joint venture and its percentage of ownership:

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?
 Yes **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?

Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*.
- Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22.3224:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

| | | |
|-------------------|-----------|------|
| Print Name, Title | Signature | Date |
|-------------------|-----------|------|

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Print Name, Title

Signature

Date



ATTACHMENT

City of San Diego Expectations of Ethical Business Conduct (Effective date: 11/1/08)

Introduction

This document has been created to promote and enhance public trust and confidence in the integrity of the City of San Diego's ("City") procurement process, and to ensure that City officials and employees are independent, impartial and responsible to the City taxpayers.

The City operates in a highly regulated environment and, as a result has many rules and regulations that Contractors must follow. These consist of not only federal and state laws and regulations but also the City's own requirements. In their dealings with the City, Contractors are expected to exercise caution and avoid even the appearance of impropriety or misrepresentation. The City values the relationships that have been developed with its Contractors. These relationships have been built on a foundation of honesty, trust and a commitment to ethical business practices.

This document is a summary statement of the City's expectations concerning the ethical business conduct of contractors doing business with or on behalf of the City. By "Contractor" the City means any company or individual that provides or wants to provide a product or service or engage in a marketing partnership directly or indirectly to or with the City. By "Marketing Partnership" the City means a mutually beneficial business arrangement between the City and a Contractor, wherein the Contractor provides cash and/or in-kind services to the City in return for access to the marketing potential associated with the City.

Business Conduct

- A. **Provide Contracting Excellence** – Contractors are expected to deliver high quality, innovative and cost-effective goods and services to the City, so that the public is served with the best value for its dollars.
- B. **Employ Good Business Practices** – Contractors and their Representatives shall conduct their employment and business practices in full compliance with all applicable laws of the United States of America, the State of California, the County of San Diego, and the City, as well as all applicable City policies, including, but not limited to, the following:
 - **Equal Employment Opportunity Contracting** – A Contractor cannot discriminate against an employee or applicant for employment or subcontractor on any basis prohibited by law. Contractors are not permitted to discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, suppliers, and/or in the provision of goods, services, facilities, privileges, advantages and accommodations. Contractors must comply with the City's Nondiscrimination in Contracting Ordinance. [Municipal Code §§ 22.3501 through 22.3517]

- **Equal Opportunity Outreach Program** - All Contractors doing business with the City, and their subcontractors, must comply with the requirements of the City's Equal Opportunity Outreach Program. [Municipal Code §§ 22.2702 through 22.2707]
 - **Health and Safety** – Contractors shall provide a safe and healthy work environment as set forth in any Agreement with the City and shall fully comply with all insurance carrier mandated safety requirements and all applicable safety and health laws, regulations, and practices.
 - **Americans with Disabilities Act/Title 24** - A Contractor awarded a contract, lease, or grant by the City must comply with Council Policy 100-04 relating to the federally mandated Americans with Disabilities Act (ADA) and Title 24 of the California Code of Regulations (California Physical Access Laws).
 - **Drug Free Environment** – Contractors, in the performance of their duties and obligations, shall comply with the City's Drug-Free Workplace requirements [City of San Diego Resolution No. R-277952 adopted May 20, 1991, Council Policy 100-17].
 - **Cooperative Environment** - A Contractor shall be responsible for working in harmony with all others involved with this Contract. Employees and agents of Contractor shall, while on the premises of the City, comply with all City rules and regulations.
 - **No Harassment** – A Contractor shall not engage in any sexual or any other harassment, physical or verbal abuse, or any other form of intimidation with respect to its own or any City Official or employee.
 - **Living Wage Ordinance** - Many Service Contractors, Financial Assistance Recipients and/or City Facility Employers may be required to comply, and require each of its subcontractors to comply, with the provisions of the City's Living Wage Ordinance. Contractors should consult the ordinance and their legal counsel to determine its applicability. [Municipal Code §§ 22.4201 et seq.]
- C. **Compliance with City Procurement Process** – Contractors shall comply with all City laws, regulations policies, procedures, and requirements governing the City's procurement process. For more information, see Municipal Code §§ 22.3001 et seq. [Contract Definition, Competitive Bidding Procedures and Contract Alterations], §§ 22.3101 et seq. [Public Works Contracts], §§ 22.3201 et seq. [Contracts for Personal Services, Goods and Consultants], §§ 22.3301 et seq. [Design-Build Contracts], §§ 22.3401 et seq. [Alternative Procurement of Design-Build Contract for Qualifying Complex Public Facilities], §§ 22.3501 et seq. [Nondiscrimination in Contracting], §§ 22.3601 et seq. [Bidding and Award Requirements for Minor Public Works Contracts] and Purchasing and Contracting Department's "Vendor Information" web page - <http://www.sandiego.gov/purchasing/vendor/index.shtml>.
- D. **Use of City Resources** – Contractors and their Representatives shall use City assets (including, but not limited to, time, property, supplies, services, consumables, equipment, technology, intellectual property, and information) only for City business-related purposes.
- E. **Confidentiality** – Contractors and their Representatives shall protect and maintain confidentiality of the professional services they provide to the City, *unless*, otherwise specifically authorized by the City, in writing, or otherwise legally mandated by law.
- F. **Marketing Partnerships** - The City accepts the principle that Contractors may become marketing partners with the City in sponsorship of City-approved programs, projects, events, facilities or activities where such partnerships are mutually beneficial to both parties in a manner consistent with all applicable policies and ordinances set by the City. Under conditions of Council Policy 000-40, City staff may solicit marketing partnerships for the City.

- G. **Affiliation with the City** – Contractors are expressly prohibited from producing any advertisement that refers to the City as a user of a product, material or service of the Contractor or any subcontractor, material supplier, vendor or Manufacturer, without a written agreement from the Mayor or his/her designee. This rule does not preclude a contractor from identifying the City of San Diego as a reference or as a former client in proposals for work submitted to other corporate, government or other legal entities. [City Council Policy 000-40; City Council Policy 000-41]
- H. **Product Endorsement** – Endorsements by the City or its employees of commercial products or services of a Contractor, when such endorsement will be used by the Contractor for advertising purposes are prohibited unless there is a written agreement from the Mayor or his/her designee. An agency or organization which in whole or in part receives City funds shall adopt and follow a similar policy prohibiting that agency's or organization's endorsement of commercial products or services. [City Council Policy 000-40; City Council Policy 000-41; Administrative Regulation 95.65]
- I. **Gift Limits/Prohibitions** – Contractors and their Representatives shall abide by the City's gift/favors limitations, as related to City officials/employees, and as set forth in Municipal Code § 27.3501, Council Policy 000-4 and Administrative Regulation 96.50 § 3.4.

Companies, contractors or vendors are not permitted to give to an employee of the Purchasing & Contracting Department any gifts, gratuities, meals, or favors so as not to give even the appearance of a conflict of interest.

- J. **Campaign Contributions** - All Contractors and subcontractors are charged with full knowledge of the requirements of San Diego Municipal Election Campaign Control Ordinance [Municipal Code § 27.2901 et seq.] regarding the making of campaign contributions, and shall not violate or conspire with any other person to violate this ordinance.
- K. **Employment of Former City Employees** – A Contract may be unilaterally and immediately terminated by the City if the Contractor or any of its Subcontractors and/or Subconsultants knowingly employs an individual who, within the twelve (12) months immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the Contractor and its Subcontractors and or Subconsultants. [Council Policy 300-11]

As well, City employees are not permitted to negotiate future employment with any Contractor, in the instance where the employee's City employment status could create an advantage not available to other individuals, firms or organizations. [Administrative Regulation 95.60 § 3.10]

- L. **Communications Limitations** – Contractors and their representatives shall observe communication limitations with City Officials and employees during the times of the procurement/contracting process, as set out by City Purchasing and Contracting Department policies, to ensure that the process is shielded from even the appearance of undue influence.

If a Contractor employs a former City employee, that former City employee is not permitted to communicate with any City employee on any issue or matter in which the former City employee had official responsibility or participation, for a period of one year from the former employee's final date of employment. [Administrative Regulation 95.60 § 3.10]

Conflict of Interest/Disclosure Obligations

Contractors are subject to all federal, state and local conflict of interest and disclosure laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code sections 1090, et seq. and 81000, et seq., California Corporations Code §§ 7230-7238 and §§ 5230-5240, City of San Diego City Charter § 225, the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595, the “Conflict of Interest and Procurement Policy for Non Profit Corporations Contracting with the City of San Diego” and as required a City department policy or regulation. Some Contractors, under certain specified circumstances, may be required to file a Statement of Economic Interest.

Political Activity

For contracts funded by federal sources or Transient Occupancy tax funds, contractors and subcontractors are prohibited from using funds, personnel, or materials received for certain lobbying or political activities. Any prohibitions on the use of contract funds for lobbying or political activities will be specified in the contract language.

Transparency in Lobbying

Contractors and their Representatives shall abide by City’s Municipal Lobbying Ordinance [Municipal Code § 27.4000 et seq.] and register and fulfill the associated requirements, if they qualify as lobbying firms, organization lobbyist, or expenditure lobbyists as defined by Municipal Code § 27.4002.

False Claims

Contractors who make false charges on claims for any payment submitted to the City violate the California False Claims Act, Cal. Government Code §§ 12650-12655.

Violation of Anti-Competitive Business Practices or Unfair Trade Practices

Contract bidders shall not engage in any acts or omissions, in violation of federal, state or municipal law, the City Charter, or City policies and regulations, involving anti-competitive practices, unfair trade practices, collusion, contingent fees, gratuities, kickbacks, contemporaneous employment, or similar violations creating an unfair influence on the public bidding and award process pertaining to a contract or proposal, in violation of federal, state, or municipal law, the City Charter, or City policies and regulations, shall void the contract. In addition to any other remedies or damages allowed by law, the Bidder shall be liable to the City for all damages the City incurs and shall be subject to debarment.

Enforcement

Enforcement of these provisions maybe found in your contract and in local, state and federal law.

This document does not address all ethical issues which may arise in the course of doing business with the City. Nor does it describe all legal contracting requirements that Contractors, doing business with the City, are required to comply with. Because the principles described in this document are summary in nature, Contractors are responsible for reviewing all applicable local, state and federal law, as well as the City Charter, ordinances, policies, procedures and regulations for more specific information and instruction.

Contractors should consult with their legal counsel if there are questions concerning compliance with applicable local, state or federal laws.

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM A

Bid No. 10011001-11-E

Bid Closing Date: September 30, 2010
@ 3:00 p.m. P.D.T.

Bids for furnishing the City of San Diego with **BMW Police Motorcycles**.

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

- Delete the original page 29 and replace with the attached Addendum A Page 29.
(Note: The part number for item 11 has been corrected.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Beverly Asbill-Gumbs
Procurement Specialist
(619) 236-5923

September 22, 2010

BA/yk

K. OPTIONS, ACCESSORIES AND SPECIAL SERVICES

The following BMW accessory options shall be fitted to the motor prior to delivery:

1. Take-down lights (L&R) with switch and controller unit.
2. Left front ticket book box.
3. High mounted LED brake/tail light.
4. Auxiliary exterior rear facing LED emergency lights.
(mounted above license plate)
5. Duplex rear side facing emergency lights.
6. Flashlight/PR24 baton holder. (mounted right rear)
7. Note pad holder.
8. Heated adjustable seat in standard or low height versions.
9. Locking radar or laser gun baskets. (mounted right side)
10. Radio Power Management Module. (15 minute timer)
11. Radio interface being used – PVP. **Part No. PVSP-RT12-P-C3/SDPD**
12. MOTOROLA radio cable Part #3075217A01.

Bid Proof

Bid Number: 10011001-11-E

Bid Title: BMW Police Motorcycles

BMW MOTORCYCLES OF ESCONDIDO

Vendor ID: TEMP-BMW MOT

Days ARO: 30
 Opt To Renew Pct. (%): 10

Disc Terms - Days: 30
 Disc Pct. (%): 0.00
 Addendum: NN/ATT
 Tax Rate Pct (%): 8.75

| Item No. | Item Description | Stock Number | NB | NR | Manufacturer | Product Number | Quantity | Unit Price | Extension | Tax | Final |
|----------|---|--------------------------|--------------------------|----|--------------|----------------|----------|-------------|--------------|-------------|--------------|
| 1 | BMW R1200 RT-P Police Motorcycles. NO SUBSTITUTIONS (as specified in Section IV). <i>Responser(s) to Other Requirements</i> ▶ Warranty Period: 39MO./60K MILE ▶ Delivery Time (calendar days after receipt of order): 30 | <input type="checkbox"/> | <input type="checkbox"/> | | | | 9 EA | \$22,022.60 | \$198,203.40 | \$17,342.80 | \$215,546.20 |
| 2 | Take-down lights (L&R) with switch and controller unit (as specified in Section IV, Paragraph K.1) | <input type="checkbox"/> | <input type="checkbox"/> | | | | 1 EA | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 3 | Left front ticket book box (as specified in Section IV, Paragraph K.2) | <input type="checkbox"/> | <input type="checkbox"/> | | | | 1 EA | \$70.26 | \$70.26 | \$6.15 | \$76.41 |
| 4 | High mounted LED brake/tail light (as specified in Section IV, Paragraph K.3) | <input type="checkbox"/> | <input type="checkbox"/> | | | | 1 EA | \$52.21 | \$52.21 | \$4.57 | \$56.78 |
| 5 | Auxiliary exterior rear facing LED emergency lights. (mounted above license plate) (as specified in Section IV, Paragraph K.4) | <input type="checkbox"/> | <input type="checkbox"/> | | | | 1 EA | \$270.36 | \$270.36 | \$23.66 | \$294.02 |
| 6 | Duplex rear side facing emergency lights (as specified in Section IV, Paragraph K.5) | <input type="checkbox"/> | <input type="checkbox"/> | | | | 1 EA | \$192.50 | \$192.50 | \$16.84 | \$209.34 |
| 7 | Flashlight/PR24 baton holder. (mounted right rear (as specified in Section IV, Paragraph K.6) | <input type="checkbox"/> | <input type="checkbox"/> | | | | 1 EA | \$141.05 | \$141.05 | \$12.34 | \$153.39 |
| 8 | Note pad holder (as specified in Section IV, Paragraph K.7) | <input type="checkbox"/> | <input type="checkbox"/> | | | | 1 EA | \$27.63 | \$27.63 | \$2.42 | \$30.05 |
| 9 | Heated adjustable seat in standard or low height versions (as specified in Section IV, Paragraph K.8) | <input type="checkbox"/> | <input type="checkbox"/> | | | | 1 EA | \$215.70 | \$215.70 | \$18.87 | \$234.57 |
| 10 | Locking radar or laser gun baskets. (mounted right side) (as specified in Section IV, Paragraph K.9) | <input type="checkbox"/> | <input type="checkbox"/> | | | | 1 EA | \$125.53 | \$125.53 | \$10.98 | \$136.51 |
| 11 | Radio Power Management Module (15 minute timer) (as specified in Section IV, Paragraph K.10) | <input type="checkbox"/> | <input type="checkbox"/> | | | | 1 EA | \$109.74 | \$109.74 | \$9.60 | \$119.34 |

▶▶▶ **BMW MOTORCYCLES OF ESCONDIDO**

Vendor ID: TEMP-BMW MOT Days ARO: 30 Disc Terms - Days: 30 Addendum: NN/ATT
 Opt To Renew Pct. (%): 10 Disc Pct. (%): 0.00 Tax Rate Pct (%): 8.75

| Item No. | Item Description | Stock Number | NB | NR | Manufacturer | Product Number | Quantity | Unit Price | Extension | Tax | Final |
|----------|--|--------------|--------------------------|--------------------------|--------------|----------------|----------|------------|-----------|---------|----------|
| 12 | Radio interface being used - PVP (as specified in Section IV, Paragraph K.11) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$407.15 | \$407.15 | \$35.63 | \$442.78 |
| 13 | MOTOROLA radio cable Part #3075217A01 (as specified in Section IV, Paragraph K.12) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$97.00 | \$97.00 | \$8.49 | \$105.49 |

Subtotals for BMW MOTORCYCLES OF ESCONDIDO: \$199,912.53 \$17,492.35 \$217,404.88

Miscellaneous Charges: \$0.00
 Freight: \$0.00
 Extraordinary Labor - 0 hours @ \$0.00/hour: \$0.00

Grand Total for BMW MOTORCYCLES OF ESCONDIDO: \$217,404.88

Final Price (w/ Discount): \$217,404.88

▶▶▶ **BROWN MOTOR WORKS**

Vendor ID: TEMP-BROWN M Days ARO: 45 Disc Terms - Days: 30 Addendum: N/A
 Opt To Renew Pct. (%): 6 Disc Pct. (%): 0.00 Tax Rate Pct (%): 8.75

| Item No. | Item Description | Stock Number | NB | NR | Manufacturer | Product Number | Quantity | Unit Price | Extension | Tax | Final |
|----------|---|--------------|--------------------------|--------------------------|--------------|----------------|----------|-------------|--------------|-------------|--------------|
| 1 | BMW R1200 RT-P Police Motorcycles. NO SUBSTITUTIONS (as specified in Section IV). <i>Reason(s) for Other Requirements</i> ▶ Warranty Period: 39 MO OR 60,000 MILES ▶ Delivery Time (calendar days after receipt of order.): 45 | | <input type="checkbox"/> | <input type="checkbox"/> | | | 9 EA | \$23,316.02 | \$209,844.18 | \$18,361.37 | \$228,205.55 |
| 2 | Take-down lights (L&R) with switch and controller unit (as specified in Section IV, Paragraph K.1) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 3 | Left front ticket book box (as specified in Section IV, Paragraph K.2) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$78.53 | \$78.53 | \$6.87 | \$85.40 |
| 4 | High mounted LED brake/tail light (as specified in Section IV, Paragraph K.3) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$58.35 | \$58.35 | \$5.11 | \$63.46 |
| 5 | Auxiliary exterior rear facing LED emergency lights. (mounted above license plate) (as specified in Section IV, Paragraph K.4) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$216.00 | \$216.00 | \$18.90 | \$234.90 |

►►► **BROWN MOTOR WORKS**

Vendor ID: TEMP-BROWN M

Days ARO: 45 Disc Terms - Days: 30 Addendum: N/A
 Opt To Renew Pct. (%): 6 Disc Pct. (%): 0.00 Tax Rate Pct (%): 8.75

| Item No. | Item Description | Stock Number | NB | NR | Manufacturer | Product Number | Quantity | Unit Price | Extension | Tax | Final |
|----------|---|--------------|--------------------------|--------------------------|--------------|----------------|----------|------------|-----------|---------|----------|
| 6 | Duplex rear side facing emergency lights (as specified in Section IV, Paragraph K.5) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$216.00 | \$216.00 | \$18.90 | \$234.90 |
| 7 | Flashlight/PR24 baton holder. (mounted right rear (as specified in Section IV, Paragraph K.6) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$157.06 | \$157.06 | \$13.74 | \$170.80 |
| 8 | Note pad holder (as specified in Section IV, Paragraph K.7) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$30.88 | \$30.88 | \$2.70 | \$33.58 |
| 9 | Heated adjustable seat in standard or low height versions (as specified in Section IV, Paragraph K.8) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$228.61 | \$228.61 | \$20.00 | \$248.61 |
| 10 | Locking radar or laser gun baskets. (mounted right side) (as specified in Section IV, Paragraph K.9) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$140.29 | \$140.29 | \$12.28 | \$152.57 |
| 11 | Radio Power Management Module (15 minute timer) (as specified in Section IV, Paragraph K.10) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$122.65 | \$122.65 | \$10.73 | \$133.38 |
| 12 | Radio interface being used - PVP (as specified in Section IV, Paragraph K.11) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$468.22 | \$468.22 | \$40.97 | \$509.19 |
| 13 | MOTOROLA radio cable Part #3075217A01 (as specified in Section IV, Paragraph K.12) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$111.55 | \$111.55 | \$9.76 | \$121.31 |

Subtotals for BROWN MOTOR WORKS: \$211,672.32 \$18,521.33 \$230,193.65

Miscellaneous Charges: \$0.00
 Freight: \$0.00
 Extraordinary Labor - 0 hours @ \$0.00/hour. \$0.00

Grand Total for BROWN MOTOR WORKS: \$230,193.65

Final Price (w/ Discount): \$230,193.65

▶▶▶ LONG BEACH BMW MOTORCYCLES

Vendor ID: TEMP-LONG BE

Days ARO: 45
Opt To Renew Pct. (%): 3

Addendum: N/ATT
Tax Rate Pct (%): 8.75

| Item No. | Item Description | Stock Number | NB | NR | Manufacturer | Product Number | Quantity | Unit Price | Extension | Tax | Final |
|----------|--|--------------|--------------------------|--------------------------|--------------|----------------|----------|-------------|--------------|-------------|--------------|
| 1 | BMW R1200 RT-P Police Motorcycles. NO SUBSTITUTIONS (as specified in Section IV). <i>Response(s) to Other Requirements</i> ▶ Warranty Period: 39 MO. 60,000 MILES ▶ Delivery Time (calendar days after receipt of order.): 45 | | <input type="checkbox"/> | <input type="checkbox"/> | | | 9 EA | \$21,042.60 | \$189,383.40 | \$16,571.05 | \$205,954.45 |
| 2 | Take-down lights (L&R) with switch and controller unit (as specified in Section IV, Paragraph K.1) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$422.51 | \$422.51 | \$36.97 | \$459.48 |
| 3 | Left front ticket book box (as specified in Section IV, Paragraph K.2) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$74.17 | \$74.17 | \$6.49 | \$80.66 |
| 4 | High mounted LED brake/tail light (as specified in Section IV, Paragraph K.3) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$55.11 | \$55.11 | \$4.82 | \$59.93 |
| 5 | Auxiliary exterior rear facing LED emergency lights. (mounted above license plate) (as specified in Section IV, Paragraph K.4) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$253.38 | \$253.38 | \$22.17 | \$275.55 |
| 6 | Duplex rear side facing emergency lights (as specified in Section IV, Paragraph K.5) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$400.98 | \$400.98 | \$35.09 | \$436.07 |
| 7 | Flashlight/PR24 baton holder. (mounted night rear (as specified in Section IV, Paragraph K.6) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$148.33 | \$148.33 | \$12.98 | \$161.31 |
| 8 | Note pad holder (as specified in Section IV, Paragraph K.7) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$29.17 | \$29.17 | \$2.55 | \$31.72 |
| 9 | Heated adjustable seat in standard or low height versions (as specified in Section IV, Paragraph K.8) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$231.90 | \$231.90 | \$20.29 | \$252.19 |
| 10 | Locking radar or laser gun baskets. (mounted right side) (as specified in Section IV, Paragraph K.9) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$132.50 | \$132.50 | \$11.59 | \$144.09 |
| 11 | Radio Power Management Module (15 minute timer) (as specified in Section IV, Paragraph K.10) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$115.83 | \$115.83 | \$10.14 | \$125.97 |
| 12 | Radio interface being used -- PVP (as specified in Section IV, Paragraph K.11) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$486.58 | \$486.58 | \$42.75 | \$531.33 |
| 13 | MOTOROLA radio cable Part #3075217A01 (as specified in Section IV, Paragraph K.12) | | <input type="checkbox"/> | <input type="checkbox"/> | | | 1 EA | \$116.87 | \$116.87 | \$10.23 | \$127.10 |

▶▶▶ **LONG BEACH BMW MOTORCYCLES**

Vendor ID: TEMP-LONG BE

| | | | | | |
|------------------------|----|--------------------|------|-------------------|-------|
| Days ARO: | 45 | Disc Terms - Days: | 30 | Addendum: | N/ATT |
| Opt To Renew Pct. (%): | 3 | Disc Pct. (%): | 0.00 | Tax Rate Pct (%): | 8.75 |

| | | | |
|--|--|--------------------|---------------------|
| Subtotals for LONG BEACH BMW MOTORCYCLES: | \$191,852.73 | \$16,787.12 | \$208,639.85 |
| | Miscellaneous Charges: | | \$0.00 |
| | Freight: | | \$0.00 |
| | Extraordinary Labor - 0 hours @ \$0.00/hour: | | \$0.00 |
| Grand Total for LONG BEACH BMW MOTORCYCLES: | | | \$208,639.85 |
| Final Price (w/ Discount): | | | \$208,639.85 |

CLOSED END MOTOR VEH

Lease Date: _____

Business, Commercial, or Agricultural Purpose

| | |
|--|--|
| Lessor Name and Business Address RCA LEASING INC 2125 E SPRING STREET SUITE B LONG BEACH, CA 90806 | Lessee(s) Name(s) and Residence Address(es) CITY OF GARDEN GROVE 11301 ACACIA PKWY GARDEN GROVE CA 92842 County: ORANGE |
|--|--|

1. Parties and Agreement to Lease. In this Lease, "you" and "your" mean the lessee. "We," "us" and "our" mean the original lessor and the party to whom the original lessor intends to assign the Lease. These terms, conditions and disclosures govern your lease with us and after assignment, with the party to whom we have assigned the Lease (the "Assignee"). Disclosures in this Lease are made on behalf of the lessor, and after assignment, on behalf of the Assignee shown below. Each of you who signs the Lease is individually liable to us for all Lease obligations. You are leasing the Vehicle described below (the "Vehicle") from us. You agree to pay all amounts due under the Lease and fulfill all your obligations under the Lease. You intend to use the Vehicle primarily for personal, family or household purposes unless the "Business, Commercial or Agricultural Purpose Lease" box above is checked. In this Lease, "e" means an estimate. The Consumer Leasing Act Disclosures shown below are also terms of this Lease.

| 2. Description of the Leased Property (The "Vehicle") | | | | | | |
|---|------|------|-----------|------------|-------------------|----------|
| New/Used | Year | Make | Model | Body Style | Vehicle ID # | Odometer |
| New | 2011 | BMW | RIZOORT-P | | WB103880192T15552 | 3 |

| 3. CONSUMER LEASING ACT DISCLOSURES | | | |
|---|---|--|---|
| Amount Due at Lease Signing or Delivery (Itemized below)* \$ <u>711.49</u> | Monthly Payments Your first monthly payment of \$ <u>652.99</u> is due on <u>5/25/2011</u> followed by <u>36</u> payments of \$ <u>652.99</u> due on the <u>25</u> of each month. The total of your monthly payments is \$ _____. | Other Charges (not part of your monthly payment) Disposition fee (if you do not purchase the Vehicle) \$ <u>0.00</u> N/A \$ <u>0.00</u> N/A \$ <u>0.00</u> Total \$ <u>0.00</u> | Total of Payments (The amount you will have paid by the end of the Lease) \$ <u>523507.64</u> |

| *Itemization of Amount Due at Lease Signing or Delivery | | | |
|---|-------------------------|--|-----------------------|
| Amount Due at Lease Signing or Delivery: | | How the Amount Due at Lease Signing or Delivery will be paid: | |
| Capitalized cost reduction | \$ <u>0.00</u> | Net trade-in** allowance | \$ <u>0.00</u> |
| First monthly payment | \$ <u>652.99</u> | Rebates and noncash credits | \$ <u>0.00</u> |
| Refundable security deposit | \$ <u>0.00</u> | Amount to be paid in cash | \$ <u>0.00</u> |
| Refundable reconditioning reserve | \$ <u>0.00</u> | | |
| Title fees | \$ <u>0.00</u> | | |
| Registration fees | \$ <u>53.50</u> | | |
| DOC FEE | \$ <u>55.00</u> | | |
| N/A | \$ <u>0.00</u> | | |
| Total | \$ <u>711.49</u> | Total | \$ <u>0.00</u> |

Your monthly payment is determined as shown below:

| | |
|--|---------------------------|
| Gross capitalized cost. The agreed upon value of the Vehicle (<u>\$24,469.24</u>) and any items you pay over the Lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance). | \$ <u>24,469.24</u> |
| Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost. | - \$ <u>0.00</u> |
| Adjusted capitalized cost. The amount used in calculating your base monthly payment. | = \$ <u>24,469.24</u> |
| Residual value. The value of the Vehicle at the end of the Lease used in calculating your base monthly payment. | - \$ <u>7,155.90</u> |
| Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term. | = \$ <u>17,313.34</u> |
| Rent charge. The amount charged in addition to the depreciation and any amortized amounts. | + \$ <u>4,554.00</u> |
| Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge. | = \$ <u>21,867.34</u> |
| Lease payments. The number of payments in your Lease (This is also the number of months in your Lease). | + <u>36</u> |
| Base monthly payment. | = \$ <u>607.43</u> |
| N/A Monthly sales/use tax. | + \$ <u>45.56</u> |
| N/A | + \$ <u>0.00</u> |
| | + \$ <u>0.00</u> |
| Total monthly payment. | = \$ <u>652.99</u> |

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 15,000 miles per year at the rate of .20 ¢ per mile.

Purchase Option at End of Lease Term. You have an option to purchase the Vehicle at the end of the Lease term for \$ 7,155.90 and a purchase option fee of \$ 495.00. The purchase option price does not include official fees such as those for taxes, tags, licenses and registration.

Other Important Terms. See your lease documents for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

| 4. **Description of the Trade-In Vehicle | |
|--|---|
| Year _____ | Gross Amount of Trade-In Allowance \$ <u>0.00</u> |
| Make _____ Model _____ | Prior Credit or Lease Balance - \$ <u>0.00</u> |
| | Net Trade-In Allowance (If less than 0 then enter 0) = \$ <u>0.00</u> |

| 5. Itemization of Gross Capitalized Cost | |
|--|---|
| Agreed upon value of the Vehicle: <u>\$23,970.74</u> | Optional Products and Services: |
| Other amounts included in the gross capitalized cost: | Mechanical Breakdown Protection \$ <u>0.00</u> |
| Taxes \$ <u>0.00</u> | Service Contract \$ <u>0.00</u> |
| Title and Registration fees \$ <u>3.50</u> | Gap Contract or Coverage or Waiver \$ <u>0.00</u> |
| Lease acquisition fee \$ <u>6495.00</u> | TIRES & WHEEL \$ <u>0.00</u> |
| Documentation fee \$ <u>0.00</u> | N/A \$ <u>0.00</u> |
| Prior credit or lease balance on trade-in vehicle \$ <u>0.00</u> | N/A \$ <u>0.00</u> |
| N/A \$ <u>0.00</u> | Total Gross Capitalized Cost: <u>\$24,469.24</u> |

‡ No add permitted unless lessor has paid prior credit or lease balance.

6. Official Fees and Taxes. The total amount you will pay for official and license fees, registration, title and taxes over the term of your Lease, whether included with your monthly payments or assessed otherwise:

\$2,100.94 (e) The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed.

7. Warranties. The Vehicle is subject to the following express warranties: If the Vehicle is new, the Vehicle is subject to the manufacturer's standard new car warranty. If this box is checked, the Vehicle is subject to the following express warranty or guarantee:

If the Vehicle is not new, and no warranty is identified in the previous sentence, there is no express

warranty on the Vehicle. TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ANY WARRANTIES IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. If we make a written warranty covering the Vehicle or, within 90 days of the Lease Date we extend a service contract covering the Vehicle, this disclaimer will not affect any implied warranties during the term of the warranty or service contract.

8. Late Payments. The charge for late payments is: _____ for any payment not received within 10 days of the date it is due.

9. Disposition Fee (See "Return of the Vehicle" on the other side of this Lease): \$ 0.00

10. Early Termination Fee (See "Terms Concerning Your Early Termination Liability" on the other side of this Lease): \$ _____

| 11. Optional Products and Services | | | | | |
|--|------------------|--------|------|------------------|-----------------------|
| You are not required to buy any of the following optional products and services to enter into the Lease. The term of any product or service will be the Lease term, unless a different term is shown below. If you decide you want to buy an optional product or service, review the terms of the contract which describes the product or service before you initial below. A completed copy of the contract will be given to you as soon as practicable. By initialing below, you indicate that you want to purchase the optional products and services indicated. If the cost shown below is not shown as part of the Itemization of Amount Due at Lease Signing or Delivery above, it has been added to the Gross Capitalized Cost (see above). | | | | | |
| Optional Product or Service | Amount or Period | Price | Term | Name of Provider | Approval |
| Optional Mechanical Breakdown Protection or Service Contract | | \$0.00 | 0 | | Lessee Initials _____ |
| Optional Gap Contract or Coverage, or Gap Waiver | | \$0.00 | 0 | | Lessee Initials _____ |

12. NOTICES

NOTICE TO THE LESSEE: YOU HAVE NO OWNERSHIP RIGHTS IN THE VEHICLE UNLESS AND UNTIL YOU EXERCISE YOUR OPTION TO PURCHASE THE VEHICLE. DO NOT SIGN THIS LEASE BEFORE YOU READ BOTH SIDES OF IT OR IF IT CONTAINS ANY BLANK SPACE TO BE FILLED IN. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS LEASE WHEN YOU SIGN IT. BY SIGNING THE LEASE, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND READ A COMPLETED COPY OF THIS LEASE BEFORE SIGNING IT.

| LESSEE SIGNATURES (check if other than individual(s)) <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC or LLP <input type="checkbox"/> Sole Proprietorship | |
|--|------------------------------|
| Lessee Signature _____ | Lessee Signature _____ |
| Type/Print Lessee Name: <u>CITY OF GARDEN GROVE POLICE DEPT</u> | Type/Print Lessee Name _____ |

| LESSOR'S ACCEPTANCE AND ASSIGNMENT | |
|---|-------------------------|
| The Lessor's authorized signature indicates the Lessor has accepted the terms, conditions and obligations of the Lease and that the Lessor agrees to the "Lessor's Assignment" provision on the other side of this Lease. | |
| Lessor Name: <u>NCA LEASING INC</u> | By: _____ |
| Assignee Name: _____ | Type/Print Name: _____ |
| | Type/Print Title: _____ |