

#### LOS ANGELES COUNTY SHERIFF PURCHASE ORDER



	AYMENT INQUIRIES punty.gov/LoginExtern	PLEASE REFER TO al/Pages/lacovss-dept-col	ntacts.pdf		ORDER N PO-SH-23				AWARD DATE 04/17/2023	Ξ
BILL TO:				ALL ITEMS AND CONDITIONS IN THE SOLICITATION ARE PART OF THIS ORDER AS IF FULLY REPRODUCED HEREIN.						
SHERIFF COMM & FLEET MGMT BUREAU 15757 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES CA 90063				SHERIFF COMM & FLEET MGMT BUREAU 15757  1104 N. EASTERN AVENUE DOOR #50  ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Contact : Karen Carrillo Phone : 323-267-2292						
VENDOR NAME, ST	VENDOR NAME, STREET, CITY, STATE, ZIP CODE:				SHIP FOB	DESTINAT	TION TO: (UNLESS SPE	ECIFIE	D ELSEWHERE)	
LONG BEACH BMW MOTORCYCLES 2125 E SPRING ST  LONG BEACH CA 90806					1104 N. E. DOOR #5 LOS ANG PROCURI	ASTERN 0 ELES CA EMENT F	OLDER: 2529570			
					1		VERY INSTRUCTIONS T MGMT BUREAU	S (NAN	ИЕ, TELEPHONE)	
DELIVERY DATE 10/27/23	EOD Doctination	FOB POINT Freight Prepaid and	Allowed		AGENCY R NUMBER 15757F	₹	NTRACT NUMBER	TOTA	AL AMOUNT OF	
DATE PRINTED	VENDOR NO.	,	TERM 1	TI	ERM 2		TERM 3		TERM 4	,597.52
04/17/2023	136444	PROMPT PAYMENT DISCOUTERM D2	JNT: 0.00 AYS: 30		UNT: AYS:	0	DISCOUNT: 0.0 DAYS:	0	DISCOUNT: DAYS:	0.00
LINE NO.	COMMODITY/SI	ERVICE DESCRIPTION		QUAN	ITITY	UOM	UNIT PRICE		EXTENDE AMOUN	
NOTICE TO VENDORS: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING SLIPS AND INVOICES.  1 COMMODITY CODE: 070-12-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT:  STOCK ITEM DESCRIPTION: DESCRIPTION: MOTORCYCLE, B&W R 1250 RT-9 POLICE PKG, FACTORY DEVELOPED- PER THE ATTACHED SPECIFICATIONS  BMW R1250 RT-P  ADDITIONAL SHIPPING INFORMATION: DELIVERY 180 DAYS ARO			10.00000	EA	\$35,667.81	0000	· ·	678.10 884.42		
DELIVE	M. 100 DATS ANO									

 $LA\ County\ is\ pleased\ to\ provide\ online\ access\ to\ the\ new\ Vendor\ Self-Service\ (VSS)\ Portal:\ \underline{http://lacovss.lacounty.gov}$  Go to the portal home page to find out more about the benefits to vendors who do business with the County.

LA County Purchase Order Awarded on: 04/17/2023
Authorized and signed by: Karen Carrillo

Date Signed: 04/17/2023

COUNTY OF LOS ANGELES

PRICE SHEET	PURCHASE ORDER	
	ORDER NO: PO-SH-23008318-1	
VENDOR NO: 136444		Page

INE 10.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUN
	MOTORCYCLES MFR. PART NO:				
	TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-23200609				
2	COMMODITY CODE: 070-12-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT:	20.000000	EA	\$1.750000	\$35.00 \$0.00
	DESCRIPTION: NEW TIRE TAX FEE (2 TIRES X 10 VEHICLES)				
	PRICES ARE EXCLUSIVE OF FEDERAL EXCISE TAX. EXEMPT CERTIFICATE NO. 95 7400 14K				
	CONTACT: ROBERT FURMAN, LIEUTENANT TELEPHONE # (323)881-3982 EMAIL: RFFURMAN@LASD.ORG				
	OR				
	THEA SHERIDAN, ASM1 TELEPHONE # (562) 345-4307 EMAIL: HTSHERID@LASD.ORG				
	FOR INTERNAL USE ONLY				
	RQN-SH-23022726 UNIT BUYER: ABBY AGUILAR CFMB BUDGET LOG: V-30 FA APPROVAL CODE: 23FX87067 FLEET APPROVAL CODE: 23FLEET31 FUND: A01 UNIT: 15757 CFMB OBJECT CODE: 6049-60D ACTIVITY CODE: PVEH FUNCTION CODE: TSD				
	ADDITIONAL SHIPPING INFORMATION : DELIVERY 180 DAYS ARO				
	TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-23200609				

SPECIAL TERMS & CONDITIONS	PURCHASE C	ORDER	
	ORDER NO:	PO-SH-23008318-1	
VENDOR NO: 136444	•		Page
VENDOR: LONG BEACH BMW MOTORCYCLES			3

#### PURPOSE:

THE PURPOSE OF THIS REQUEST FOR BID (RFB) IS TO ACQUIRE 11 BMW MOTORCYCLES FOR THE SHERIFF DEPARTMENT.

\*\*\*\*\*\*\*\*\*\*\*\*\*

#### 1.0 -- BID SUBMISSION:

BID SUBMISSION MUST BE RECEIVED AT THE INDICATED ADDRESS BY THE BID DUE DATE AND TIME. NO LATE BIDS SHALL BE ACCEPTED.

WHEN RESPONDING, BIDDERS SHALL MAKE SURE THAT THEY HAVE RESPONDED TO ALL ELEMENTS OF THE RFB. INADEQUATE, INCOMPLETE OR OTHERWISE NON-RESPONSIVE BIDS, AS DETERMINDED IN THE COUNTY'S SOLE JUDGMENT, MAY RESULT IN DISQUALIFICATION.

THE RFB SHOULD BE READ CAREFULLY, GIVING CONSIDERATION TO ALL THE REQUIREMENTS. ALL DOCUMENTS REQUIRED SHALL BE PROVIDED. ALL INSTRUCTIONS IN THIS RFB, WHICH SET FORTH THE FORM IN WHICH RESPONSES SHOULD BE PRESENTED, SHALL BE CLOSELY FOLLOWED.

THERE WILL BE NO PUBLIC BID READING DUE TO THE COVID-19 DISEASE RESTRICTIONS. BID RESULTS WILL BE AVAILABLE UPON THE AWARD OF THE SOLICITATION.

#### 2.0 -- MINIMUM MANDATORY REQUIREMENTS:

BIDDER MUST MEET THE FOLLOWING MINIMUM REQUIREMENTS AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH RESPONSE BY SOLICITATION CLOSING DATE

A. BIDDER MUST INCLUDE THE VEHICLE BUILD SHEET LISTING OPTIONS/FEATURES FOR THE BID MODEL YEAR (OR EQUIVALENT).

B. AT TIME OF BID SUBMISSION, BIDDER MUST HAVE THE LICENSE REQUIREMENT REFERENCE ON SECTION THREE (3).

A. BIDDERS ARE REQUIRED TO FURNISH THE SERIAL NUMBER OF YOUR CALIFORNIA SELLERS PERMIT TO ENGAGE IN BUSINESS AS A SELLER IN CALIFORNIA. REFERENCE ON PAGE 2 SECTION 1.9

#### 3.0 -- DEALER LICENSE

EACH BIDDER MUST POSSESS A CURRENT DEALER'S LICENSE (INCLUDING AUTO BROKER'S ENDORSEMENT TO DEALER'S LICENSE, IF APPLICABLE) OR CURRENT AUTO BROKER'S LICENSE AND SHALL SUBMIT SUCH DOCUMENTATION WITH ITS BID. IN ADDITION, EACH BID SUBMITTED BY AN AUTO BROKER SHALL INCLUDE THE DEALER INFORMATION FROM WHICH THE VEHICLE WILL BE PURCHASED, ALONG WITH A LETTER FROM THE DEALER (ON THE DEALER'S LETTERHEAD) CONFIRMING THAT IT WILL FULFILL ANY AWARD ISSUED TO THE AUTO BROKER IN ITS ENTIRETY AND WILL BE RESPONSIBLE FOR MEETING ALL OF THE APPLICABLE SOLICITATION REQUIREMENTS AND SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO THE DELIVERY OF THE VEHICLE(S) TO, AND ACCEPTANCE THEREOFBY, THE REQUESTING DEPARTMENT. (State of California Vehicle Code Section 11700)

EACH OF THE BIDDER'S SALES REPRESENTATIVES CONDUCTING THE TRANSACTION SHALL HAVE A CURRENT CA DMV VEHICLE SALESPERSON LICENSE. (California Code, Vehicle Code Section 11800)

#### \*\*DELIVERY\*\*

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO REJECT ANY/ALL BIDS FROM A VENDOR AND/OR SALES REPRESENTATIVE THAT HAS FAILED TO FULFILL EXISTING PURCHASE ORDERS WITHIN THE STATED DELIVERY TIME FRAME. BIDS WILL BE REVIEWED ON A CASE-BY-CASE BASIS

SPECIAL TERMS & CONDITIONS	PURCHASE C	ORDER	
	ORDER NO:	PO-SH-23008318-1	
VENDOR NO: 136444			Page

AND FINAL AWARD WILL BE MADE BASED ON THE DEPARTMENT'S NEEDS AND IN THE BEST INTEREST OF THE COUNTY.

CASH DISCOUNT PERIODS SHALL BE COMPUTED EITHER FROM THE DATE OF DELIVERY AND COUNTYS ACCEPTANCE OF THE VEHICLE WHICH MAY TAKE UP TO 2 WEEKS OR THE DATE OF COUNTYS RECEIPT OF CORRECT AND PROPER INVOICES, WHICHEVER DATE IS LATER.

\*\*\*\*\*\*\*\*

\*\*ADDITIONAL REQUIREMENTS\*\*

VENDOR: LONG BEACH BMW MOTORCYCLES

- VENDOR AGREES THAT ANY MANUFACTURER REBATES AND/OR INCENTIVES APPLICABLE AT THE TIME AN ORDER IS PLACED WILL BE EXTENDED TO THE COUNTY.

ONE AWARD WILL BE MADE BASED ON THE LOWEST TOTAL ACCEPTABLE OFFER.

PROCUREMENT RATED AS COMPLEX

#### 4.0 -- LIQUIDATED DAMAGES:

ALL TIME LIMITS STATED IN THE PURCHASE ORDER SHALL BE CALENDAR DAYS AND ARE OF THE ESSENCE. SHOULD THE DELIVERY NOT BE COMPLETED ON OR BEFORE THE TIME STIPULATED, LIQUIDATED DAMAGES WILL BE ASSESSED. THE COUNTY IS STATUTORILY OBLIGATED TO COMPLY WITH MINIMUM STANDARDS RELATED TO ISSUANCE OF SAID GOODS AND IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE SUCCESSFUL BIDDER AND THE COUNTY THAT A DELAY WILL SERIOUSLY AFFECT COMPLIANCE AND BUSINESS OPERATIONS RESULTING IN DAMAGES BEING SUSTAINED BY COUNTY. IT IS ALSO UNDERSTOOD AND AGREED THAT THE NATURE AND AMOUNT OF THE DAMAGES WILL BE EXTREMELY DIFFICULT AND IMPRACTICAL TO FIX; THAT THE LIQUIDATED DAMAGES SET FORTH HEREIN ARE THE NEAREST AND MOST REASONABLE MEASURE OF DAMAGES FOR SUCH DELAY THAT CAN BE FIXED NOW; AND THAT THE LIQUIDATED DAMAGES ARE NOT INTENDED AS A PENALTY OR FORFEITURE FOR THE SUCCESSFUL BIDDER'S BREACH. THE LIQUIDATED SUMS SPECIFIED REPRESENT A FAIR APPROXIMATION OF THE DAMAGES INCURRED BY THE COUNTY RESULTING FROM THE SUCCESSFUL BIDDER'S FAILURE TO MEET THE DELIVERY DATE FOR WHICH AN AMOUNT OF LIQUIDATED DAMAGES IS SPECIFIED. THE COUNTY'S RIGHT TO LIOUIDATED DAMAGES SHALL BE IN ADDITION TO AND NOT INSTEAD OF ALL OTHER REMEDIES AVAILABLE TO COUNTY, CONTRACTUALLY, IN LAW OR IN EQUITY.

THEREFORE, IF DELIVERY IS DELAYED IT IS AGREED THAT COUNTY MAY, IN ITS SOLE DISCRETION, ASSESS AGAINST THE SUCCESSFUL BIDDER LIQUIDATED DAMAGES IN THE AMOUNT OF TWENTY-FIVE DOLLARS (\$25.00) PER CALENDAR DAY FOR EACH AND EVERY DAY THAT EXCEEDS THE DELIVERY TIME AGREED UPON SET FORTH IN THE MASTER AGREEMENT.

SHOULD THE SUCCESSFUL BIDDER BE OBSTRUCTED OR DELAYED IN DELIVERING THE GOODS REQUIRED DUE TO CHANGES IN THE PURCHASE ORDER OR BY ANY DEFAULT, ACT, OR OMISSION OF THE COUNTY, OR BY STRIKES, FIRES, ACTS OF GOD, OR BY THE INABILITY TO OBTAIN MATERIALS, EQUIPMENT, OR LABOR DUE TO FEDERAL GOVERNMENT RESTRICTIONS ARISING OUT OF THE DEFENSE OR WAR PROGRAM, THEN THE TIME OF COMPLETION SHALL BE EXTENDED FOR SUCH PERIODS AS MAY BE AGREED UPON BY COUNTY AND THE SUCCESSFUL BIDDER.

IF THERE IS INSUFFICIENT TIME TO GRANT EXTENSIONS PRIOR TO THE DELIVERY DATE SET FORTH IN THE PURCHASE ORDER, THE COUNTY MAY, AT THE TIME OF ACCEPTANCE OF THE GOODS, WAIVE LIQUIDATED DAMAGES WHICH MAY HAVE ACCRUED FOR FAILURE TO DELIVER ON TIME DUE TO ANY OF THE ABOVE, AFTER HEARING EVIDENCE AS TO THE REASONS FOR SUCH DELAY AND MAKING A FINDING AS TO THE CAUSE OF THE DELAY.

IN THE EVENT THAT THE SUCCESSFUL BIDDER IS ON STRIKE AT THE TIME OF THE AWARD OF THE BID, THE COUNTY RESERVES THE OPTION TO ACCEPT THE FIRST ACCEPTABLE BID FROM A MANUFACTURER/VENDOR THAT IS NOT ON STRIKE.

4

STANDARD TERMS & CONDITIONS	PURCHASE ORDER			
	ORDER NO:	PO-SH-23008318-1		
VENDOR NO: 136444			Page	
VENDOR: LONG BEACH BMW MOTORCYCLES			5	

### COUNTY OF LOS ANGELES FEDERAL TAX EXEMPTION CERTIFICATE

The undersigned hereby certifies that he is a deputy purchasing agent of the county of Los Angeles. A political subdivision of the State of California, that he is authorized to execute this certificate and that the article or articles indicated in this purchase order are for exclusive use of the county of Los Angeles, a political subdivision of the State of California.

It is understood that the exemption from tax in the case of sales of articles under this exemption certificate to the states or political subdivisions thereof, is limited to the sale of articles purchased for their exclusive use and it is agreed that if articles purchased tax free under this exemption certificate are used otherwise or are sold to employees or others, such fact must be reported by me to the vendor or the article or articles covered by this certificate. It is also understood that the fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than five years, or both, together with cost of prosecution.

County purchasing Agent	
Ву	
This certificate is applicable only when signed by an authorized person.	

#### TERMS AND CONDITION OF PURCHASE

- 1. CONDITIONS OF PURCHASE: This order shall be in accordance with these terms and conditions and any attachments here to. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the county of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.
- 2. DELIVERY: Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified hereon or contained in a written agreement for this purchase may, at county's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.
- 3. INVOICES: Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is delivered price, all transportation and delivery charges must be prepaid in full to destination.
- 4. PRICE/SALES TAX: Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc. shall be allowed unless specified herein.
- 5. PAYMENT TERMS: Unless other wise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges. Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.
- 6. WARRANTIES: Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body.

STANDARD TERMS & CONDITIONS	PURCHASE C	ORDER	
	ORDER NO:	PO-SH-23008318-1	
VENDOR NO: 136444			Page
VENDOR: LONG BEACH BMW MOTORCYCLES			6

- 7. CANCELLATION: Unless otherwise specified herein. County may cancel all or part of this Purchase Order and or Contract at no cost and for any reason by giving written notice to vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation change not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged to The County on any cancellation with less than thirty (30) calendar days prior written notice.
- 8. HAZARDOUS MATERIALS: Vendor warrants that it complies with all federal, state and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.
- 9. COVENANT AGAINST GRATUITIES: Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.
- 10.0 CONFLICT OF INTEREST: 10.1 No County employee whose position with county enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order, No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.
- 10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts, which create a conflict of interest. If Vendor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to county. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.
- 11. GOVERNING LAW AND VENUE: This Purchase Order shall be governed by and construed in accordance with the laws of the state of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the state of California for all purposes regarding this Purchase order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.
- 12. INDEMNIFICATION: Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Vendor's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.
- 13. DEFAULT: The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:
  - a. Vendor has materially breached the Purchase Order; or
- b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service. or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days, (or such longer period as the county may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.

The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

STANDARD TERMS & CONDITIONS	PURCHASE C	RDER	
	ORDER NO:	PO-SH-23008318-1	
VENDOR NO: 136444			Page
VENDOR: LONG BEACH BMW MOTORCYCLES			7

- 14. INVALIDITY, REMEDIES NOT EXCLUSIVE: If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provisions to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.
- 15. COMPLIANCE WITH LAWS: The Vendor shall comply with all applicable provisions of Federal. State and Local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference.

The Vendor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives

- 16. NONDISCRIMINATION: By acceptance of this Purchase Order, vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase Order amount or One Thousand Dollars (\$1,000).
- 17. FORCE MAJEURE: Neither party will be liable for delays in performance beyond its reasonable control, including, but not limited to, fire, flood, act of God or restriction of civil or military authority
- 18. NON-EXCLUSIVITY: Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with Vendor. This Purchase Order shall not restrict the purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.
- 19. MOST FAVORED CUSTOMER: Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.
- 20. WAIVER: No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.
- 21. ACCEPTANCE: Unless explicitly stated by County as otherwise, county may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order.
- 22. SPARE PARTS: Unless otherwise set forth herein, Vendor shall make spare parts available to county for a period of two (2) years from the date of delivery of the items to County; If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability. Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts.
- 23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only county's Purchasing Agent can make changes or modifications by issuance of an official change notice.

STANDARD TERMS & CONDITIONS	PURCHASE C	ORDER	
	ORDER NO:	PO-SH-23008318-1	
VENDOR NO: 136444			Page
VENDOR: LONG BEACH BMW MOTORCYCLES			8

24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local Taxes, or other compensation, benefits, or taxes for any personnel provided by, or on behalf of the Vendor.

The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of workers Compensation liability; solely employees of the Vendor and not employees of the County. The Vendor shall be solely liable and responsible for furnishing any and all Workers compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the vendor pursuant to this Purchase Order.

- 25. COUNTY STOCK: Stock furnished by County to be used in this Purchase Order shall be returned to county free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order.
- 26, TAX EXEMPT STATUS: Tax exempt items shall be clearly listed and identified.
- 27. COUNTY LOBBYISTS: The, Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code section 2.160.910 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160, Failure on the part of the Vendor or any county Lobbyist or county Lobbying firm: retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material beach of this Purchase Order, upon which the County may in its sole discretion, immediately, terminate or suspend this Purchase Order.
- 28. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the Vendor shall give consideration for such employment openings to participants in the county's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.
- 29. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the, Vendor, either directly or through an intermediary, to any county officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award; amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor's performance pursuant to this Purchase Order In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the vendor.

The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel, entertainment, or tangible gifts, or the promise of any of these.

30. SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela\_org for printing purposes.

STANDARD TERMS & CONDITIONS	PURCHASE C	ORDER	
	ORDER NO:	PO-SH-23008318-1	
VENDOR NO: 136444			Page
VENDOR: LONG BEACH BMW MOTORCYCLES			9

#### 31. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/Purchase Orders are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 use Section 653a) and California unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of civil Procedure Section 706.031 and Family Code Section 5246{b}.

TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this contract/purchase order, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this contract/purchase order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County code, Chapter 2.202.

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

Certified payroll shall be submitted upon request and shall include:

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

Prevailing wage Scale Wherever required:

- A. The Contractor shall comply with all provisions of the Labor Code of the State of California.
- B. Under the provisions of said Labor Code. the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.

STANDARD TERMS & CONDITIONS	PURCHASE C	ORDER	
	ORDER NO:	PO-SH-23008318-1	
VENDOR NO: 136444			Page
VENDOR: LONG BEACH BMW MOTORCYCLES			10

- C. Particulars of the current prevailing wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.
- D. Current prevailing wage rates may be obtained at:

wwww.dir.ca.gov/DLSR/PWD/Apprentice.htm

Division of Labor Standards Enforcement 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102

(415) 703-4810

#### CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- 2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible. The County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the county.
- 3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- 4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed, decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- 6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- 7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

STANDARD TERMS & CONDITIONS	PURCHASE ORDER		
	ORDER NO:	PO-SH-23008318-1	
VENDOR NO: 136444			Page
VENDOR: LONG BEACH BMW MOTORCYCLES			11

#### PROHIBITION AGAINST USE OF CHILD LABOR

#### VENDOR shall:

- 1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.
- 2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
- 3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this purchase Order or termination of this Agreement and award to an alternative vendor.

#### A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

- B. Written Employee Jury Service policy.
- 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the county code) or that contractor qualifies for an exception to the Jury Service program a(Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employee shall receive, from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury-service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County. Contracts or subcontracts, "Employee" means any California resident who is a full time employee of Contractor. "Full Time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the county. If Contractor uses any subcontractor to perform services for the County under the Contract, The subcontractor shall also be subject to the provisions of this section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- 4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future contracts for a period of time consistent with the seriousness of the breach.

STANDARD TERMS & CONDITIONS	PURCHASE ORDER		
	ORDER NO:	PO-SH-23008318-1	
VENDOR NO: 136444			Page
VENDOR: LONG BEACH BMW MOTORCYCLES			12

#### PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.

#### ASSIGNMENT BY CONTRACTOR

- A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities; obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

#### DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT)

- 1. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement or contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 2. The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 3. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

#### FEDERAL UNIFORM GUIDELINE CLAUSE

By entering into this Contract/Purchase Order, the Contractor/Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

#### COMPLIANCE WITH COUNTY POLICY OF EQUITY

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE), (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.



# LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MOTORCYCLE SPECIFICATION SHEET

#### BRAND SPECIFIC - ALTERNATE OFFERS WILL BE REJECTED

MOTORCYCLE TYPE	2 WHEELED, BLACK AND WHITE, POLICE PACKAGE, FACTORY DEVELOPED AUTHORITY MOTORCYCLE **BMW BRAND ONLY**
BUDGET PERIOD	FY
REQUISITION NO.	RFB-IS-23200609-1
QUOTATION NO.	
SPEC'S PREPARED BY / TELEPHONE NO.	Communication and Fleet Management Bureau
END USER, (DEPT. UNIT) / REPRESENTATIVE	
APPROVED BY (FLEET MANAGER)	Robert F. Furman, Lieutenant RFFurman@lasd.org
VENDOR NAME	LONG BEACH BIMW MOTORCYCLES
VENDOR ADDRESS	2125 E. SPRING ST. LONGBEACH.CA. 90806
VENDOR PHONE #	562.426.1200
VENDOR REPRESENTATIVE	WARLES BOOTHON

#### **SPECIAL INSTRUCTIONS**

The successful vendor must guarantee the per-unit bid price(s) for a period of twenty-four (24) months from the date of the awarded bid. The successful vendor shall allow the same price(s) to any additional participating agency that requests. Bid price(s) must be guaranteed for the current model year or newer.

The delivery date of the completed unit(s) / motorcycle(s) may not exceed 180 days from the date the bid is awarded.

#### WARRANTY

- Motorcycles including factory installed components must come with BMW 7year factory extended warranty.
- 2. Motorcycle including factory installed emergency components warranty work will be performed at a dealership in the area in which the motorcycle is assigned. Factory installed accessories must not infringe on motorcycle's warranty.
- 3. To ensure the Department is afforded the maximum warranty time period for each motorcycle put into service, the bid awarded Dealer must allow and coordinate with the Los Angeles County Sheriff's Department Fleet Manager, an "as needed or requested" staggered delivery schedule of completed motorcycles.
- 4. Use of other than original equipment parts will not void warranty.
- 5. Warranty card to be delivered to Sheriff's Fleet Management Unit.
- 6. All motorcycle components substituted or changed after bid is awarded, and any component deviations initiated at the discretion of motorcycle manufacturer and/or dealer, must be warranted by the manufacturer for parts replacement and parts installation.

WARRANTY PERIOD WILL START ON THE DAY THAT THE VEHICLE IS PUT INTO SERVICE BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, NOT THE DATE OF VEHICLE DELIVERY. DELAYED WARRANTY START NOT TO BE LESS THAN EIGHTEEN MONTHS.

#### **EMISSION STANDARDS**

- Motorcycle must comply with all Federal Emission Standards on crankcase, exhaust, and applicable California State laws on crankcase and fuel emissions.
- Motorcycle 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 Vehicle" rules and regulations.
- 3. 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.

00200

#### GENERAL SPECIFICATIONS AND STANDARDS

- 1. All equipment furnished will be subject to the approval of the Purchasing Agent, Director of Internal Services Department and the using Department.
- 2. The frame, body, finish, and fittings shall be the latest model. They shall be new and not have been used in demonstrator or other service and shall be factory standard in all respects and not in conflict with any specification requirements.
- 3. All standard equipment is to be included on the motorcycle as listed in the current model year brochure.
- 4. Trade names mentioned in these specifications are not restrictive and are given only to indicate the type of components which will be acceptable. When furnishing other than these trade name items, they must be of equal or better quality, must be indicated in bidder's proposal, and must be approved by the Los Angeles County Sheriff's Department's Fleet Manager.
- 5. All deviation(s) or component change(s) after the bid has been awarded must first be proceeded by notification to the Sheriff's Department Fleet Management Unit and acceptance/approval must be granted by the Sheriff's Department's Fleet Manager or his/her designated representative.
- 6. Two (2) copies of the *Maintenance Service Manual* and Two (2) copies of the electrical wiring diagram manuals must be furnished for each unit delivered, by the successful bidder(s) within 45 days of the receipt of the Purchase Order or payment will be delayed. In addition, one (1) copy for each unit, of any/all *Technical Bulletins* pertaining to selected motorcycle shall be provided in a timely manner.
- 7. Bidders shall submit detailed literature of the motorcycle they propose to furnish.
- 8. Bidders shall submit detailed literature of the communication equipment installation.
- 9. Failure to submit this information is sufficient cause for rejection of bid.
- Dealer shall furnish Dealer's Bill and of Sale in the name of:
   Los Angeles County Sheriff's Department
   1277 North Eastern Avenue
   Los Angeles, California 90063.
- 11. Successful bidder shall provide within fifteen (15) days verification of dealer order. Verification is to be forwarded to the Sheriff's Department Fleet Manager.
- 12. Dealer shall furnish a list of all specialized tools and equipment needed for the repair of the motorcycle and/or any related components.

10310

#### **DELIVERY**

- The motorcycles delivered to the Los Angeles County Sheriff's Department by the successful bidder will be identical in every detail with communication equipment already installed.
- 2. The communication equipment installed shall be the latest model. They shall be new and not have been used in demonstrator or other service and shall be factory standard in all respects and not in conflict with any specification requirements.
- 3. Trade names mentioned in these plans and specifications are not restrictive and are given only to indicate the type of material which will be acceptable. When furnishing other than these trade name items, they must be of equal or better quality, must be indicated in bidder's proposal, and must be approved by the Los Angeles County Sheriff's Department Fleet Manager.
- 3. Motorcycles will have the dealer preparation service work, normally performed by the dealer, completed before delivery.
- 4. Dealer preparation shall include the removal of all stickers, transport papers, etc., that are adhered to any portion of all motorcycles. Motorcycles shall not be delivered with any type of license plate frame or placard identifying the dealer's name.
- 5. The initial delivery date of the completed motorcycles may not exceed 45 days from the date the bid is awarded. All follow-up staggered delivery dates shall not exceed 30 days. Communication equipment installation will not infringe on the delivery date.
- 6. Prior to delivery acceptance, any vendor/dealer located outside the State of California must have previously paid all applicable State of California and/or Los Angeles County sales tax(s). Documentation "proof of payment" must be supplied at time of delivery.
- 7. Dealer to furnish invoice at time of delivery for each motorcycle received.
- 8. Motorcycles, upon delivery, will be ready for service.
- 9. Motorcycles will be delivered with a full tank of fuel.

#### **GENERAL:**

It is the intent of this specification to describe a police motorcycle to be used for high-speed highway traffic and law enforcement work. The motorcycle will at time be operated at speeds above 100 mph for both short and long distances at ambient temperatures ranging from 20°F to 120°F. It will be driven on all types of roads and road surfaces and shall possess outstanding handling characteristics, maneuverability, and stability.

It is intended that the manufacturer in the selection of components will use materials and design practices that are the best available in the industry for the type of operating conditions to which the motorcycle will be subjected. Frame, engine, transmission, drive train, brake, suspension, wheel, tire, and other component parts of the motorcycle shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification.

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.

Motorcycles offered in compliance with this specification must be manufacturer's police models. 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.

#### **BIDDER INSTRUCTIONS**

Bidders must use box provided at left margin. A "check mark" therein will be considered by the Sheriff's Department as indication that bidders are meeting or exceeding that portion of the specification. Any deviations of specifications are to be noted by the vendor on the right of the specification form under Bidder's Exceptions. Any equivalent substitution of specified components is subject to evaluation to the degree to which equipment offered will match the conditions and/or interact with existing equipment to maintain overall effectiveness. It must be with the prior approval of the Sheriff's Fleet Manager and are subject to rejection or approval at the discretion of the fleet manager.

	CHASSIS	INDICATE EXCEPTION OR STATE, "AS SPECIFIED" BELOW
	INTENT:	"AS SPECITIED"
M	To purchase a 2 wheeled, black and white, police package, and factory developed authority motorcycles. It shall be of the make, model and mechanically equipped as tested and certified as Police Package Motorcycles during the Los Angeles County Sheriff Department's most recent annual "Law Enforcement Motorcycle Test and Evaluation Program". It shall be current model year or newer. The motorcycle must conform to the following features and specifications.	
[1]	*BMW R1250 RT-P	
[1	Frame: Carbon steel tubing, designed and constructed to enhance stability and handling characteristics with law enforcement equipment installed.	
M	Hydraulic front forks, designed to permit the shortest possible turning radius.	
[1	Swing-arm rear suspension.	
[•]	Frame, forks, springs, and shock absorbers shall be adequate to handle the weight of the motorcycle, saddlebags, rider and all related police equipment and radio gear.	

	CHASSIS (continued)	INDICATE EXCEPTION OR STATE, "AS SPECIFIED" BELOW
[√]	The minimum load carrying capacity of the motorcycle (as delivered) shall be no less than 400 pounds (GVWR minus unladen weight prior to installation of any Los Angeles County Sheriff's Department specific equipment).	AS SPECITION
[ \strace{1}{2}	Layout:  Shaft driven rear wheel drive.  Rake: Approx. 26.5 <sup>0</sup> .  Trail: Approx. 3.92"	
[ ]/	Wheelbase: Approximately 58.5 inches.	
	Electronic controlled suspension.  Front forks to be hydraulic design. Fork pre-load shall not be gas pressure adjustable.  Special front shock strut police application, with 4.7 inches of travel.  Rear shall be swing arm, with integral coil springs and hydraulic/gas shock absorber(s). Special travel-dependent damping system, with 5.4 inches of travel.  Rear shock absorber(s) shall have provision for adjustment to accommodate rider's height and weight	

	CHASSIS (Cont'd)	INDICATE EXCEPTION OR STATE, "AS SPECIFIED" BELOW
	Handlebars:	"AS SPECIFIED"
[1]	Handlebars shall be constructed of an aluminum alloy.	
[/	The handlebars shall be positioned such as to allow the operator to sit in an upright, in a comfortable vertical position, with both hands easily reaching the grips.	
[1]	Movement of the handlebars shall be free and unrestricted, to include, manufacture's structural design(s), windshield/faring and/or any accessory equipment.	
M	Windscreen: Polycarbonate, continuously adjustable (electronically) windshield	
M	Throttle control shall be located on the right handlebar, there shall be no lost motion or play and it shall return to idle when hand is released from the grip.	
[./]	Clutch hand lever shall be located on the left handlebar and have adjustment for the size of the operator's hand.	
	Brakes:	
[4]	Disk brakes required on both front and rear.	
M	All brakes shall be controlled by hydraulic systems.	
[1]	Rear wheel brake shall have an independent brake control.	
M	Anti-lock brake system (ABS) required.	
[ ]	Traction control required (NO EXCEPTION)	
<b>1</b>	Front wheel shall have dual disc type, floating brake discs, four-piston radial caliper, hand operated from the right handlebar. The hand lever shall be adjustable to accommodate the size of the operator's hand.	
[/]	Rear wheel shall be a single disk type brake, double piston floating caliper, foot pedal operated. The pedal shall be located on the right side of the motorcycle.	

	CHASSIS (Cont'd)	INDICATE EXCEPTION OR STATE, "AS SPECIFIED" BELOW
[V]	Hydraulic hoses and metal lines shall be mounted and protected in such a manner to prevent them from becoming damaged due to chafing, rubbing, or vibration.	"AS SPECIFIED"
[]	Brake lines and calipers shall be located away from exhaust heat.	
[ 1	Brake performance capacity. *	
	* Brake material must be exactly as tested and certified during the most recent L.A.S.D. Law Enforcement Motorcycle Test and Evaluation Program.	
	Wheels and Tires:	
[1]	Aluminum wheels: Approx. 17 inches die cast	
[1]	Front tire - 120/70ZR-17 Michelin Pilot Road 4 or Department approved equal.	
M	Rear tire – 180/55ZR-17 Michelin Pilot Road 4 or Department approved equal.	
[V	All tires supplied shall be of the make and model as tested during the most recent Los Angeles County Sheriff's Department Law Enforcement Motorcycle Test and Evaluation Program.	
	Stands:	
M	Center stand, permanently fitted to the motorcycle. When deployed it shall raise one wheel.	
[√]	Side stand shall be mounted on the left side. When deployed it shall lock when the weight of the machine is on it, not allowing it to be folded or retracted.	

	DRIVETRAIN	INDICATE EXCEPTION OR STATE, "AS SPECIFIED" BELOW
	Engine:	"AS SPECIFIED"
[1]	Electronic intake pipe fuel injected, gasoline.	
[V]	Engine to be 1,254 cc, two (2) cylinder, and air/water cooled flat twin 4-stroke engine, central balancer shaft or better.	
[]	Digital engine management BMS-K with dual ignition.	
[1	Compression Ratio – Approx. 12.5:1	
[]	Horsepower: Approx. 136 hp. @ 7,750 rpm	
[ ]	Torque: Approx. 105 ft-lb @ 6,500 rpm	
[1	Single muffler/exhaust system.	
[N	Accessories to be identical on all motorcycles delivered.  Note: Exhaust system must be exactly as tested and certified during the most recent L.A.S.D. Law Enforcement Motorcycle Test and Evaluation Program.	
/	Transmission:	
[1]	Constant mesh six (6) speed gearbox with helical gear teeth.	
[ 7	Self-energizing 8-plates wet clutch and integrated gearbox.	
[4	Hydraulically controlled clutch system (No Exception)	
	Drive Shaft:	
[7]	Maintenance free shaft drive with integral torsion damper.	
[1]	1:2.75 shaft ratio.	
	Fuel Tank:	
M	Minimum of 6-gallon tank with a 1-gallon reserve.	

	BODY DESIGN	INDICATE EXCEPTION OR STATE, "AS SPECIFIED" BELOW
,	Design:	"AS SOCCIFIED"
[√]	Black and White color scheme.	
[1]	Height adjustable, single rider, heated, black vinyl, heavy-duty police type foam padded saddle seat.	
[√]	Height adjustable windscreen (electric).	
[√]	Frame mounted, full fairings (front and sides).	
[ √	Front and rear fenders.	
[√]	Two (2) law enforcement type utility, top swing up opening, lockable saddle bags with saddle bag lights.	
[√]	Lockable radio box mounted over rear fender and behind operator's seat with minimum dimension of 20"x 13.5".	
[ V	Front (engine) protection bars. Constructed of stainless steel and designed to provide mountings for siren, speaker and other accessories.	
M	Rear (saddlebag) protection bars. Constructed of stainless steel and designed to provide mountings for accessories.	
[V]	Factory lockable saddle bags, top open, swing up, mounted on left and right rear side of the bike with locks –  (After-market saddle bags are not acceptable)	
[4	Two (2) emergency vehicle lighting modules located at the front of the motorcycle. One on either side of the front faring and windscreen.	
[ 4	One (1) emergency vehicle lighting module located at the rear of the motorcycle. Mounted on the upper rear most area of the radio box.	
[4	Every motorcycle shall have the same lighting array. Two (2) front mounted forward facing "BMW" takedown lights. One (1) alley light switch.	

	BODY (continued)	INDICATE EXCEPTION OR STATE, "AS SPECIFIED" BELOW
[V]	Instrument cluster integrated with GPS and Navigation system.	"AS SPECIFIED"
[\]	The final array combination of emergency lighting shall be determined and selected by Los Angeles County Sheriff's Department Fleet Manager after the bid is awarded.	
	ELECTRICAL	
M	Two (2), 12-volt, negative ground, gel, 16AH, maintenance free batteries. (No Exception)	
[V	Factory installed linked dual battery system for recharging both batteries simultaneously from a single alternator during normal engine operation. (Aftermarket unacceptable)	
W	One (1) battery shall be dedicated to the operation of the motorcycle and the anti-lock brake system.	
[1]	One (1) battery shall be dedicated to the operation of specialized police equipment.	
[√	The "police equipment" battery system shall include a minimum of eight (8) special conventionally fused circuits.	
[V]	Alternator output – Three-phase alternator 540 W w/auxiliary battery and GMSF power management for all circuits from parasitic loads / low voltage battery protection.	
[1]	Digital engine management BMS-K with dual ignition. Or Department approved equal	
[4]	100-watt siren, public address (PA) system.	
[√]	All wiring to be "can buss" type.	
ιΛ	All motorcycles shall be wired identical.	1

	FACTORY INSTALLED ACCESSORIES	INDICATE EXCEPTION OR STATE, "AS SPECIFIED" BELOW
[√]	All emergency components installed must meet operational needs of the Los Angeles County Sheriff's Department.	"AS SOECIFEIED
[1]	Qty. (2) Auxiliary Light	
[1]	One (1) map light LED.	
[/]	One (1) FMS Cell Phone Charger w/map light connection.	
[ ]	Heated hand grips.	
[1]	One Flashlight and Baton holder (LAPD style w/helmet lock)	
[1]	One (1) FMS rear shotgun mount, vertical. (No Exception)	
[ ]/	One (1) FMS rear Assault Rifle mount muzzle cup/ sight shield, vertical. (No Exception)	
[ }	One (1) heated seat (No Exception)	
[ 4	One (1) cable for heated seat.	
[ 4	Tire Pressure Monitoring system (TPM).	
[ \]	Qty. (1) BMW Motorrad Battery Charger (2.5 Ah) including power socket harness-fused, or Department approved equal/better.	
[4	BMW Saddle Bag Lights	
[4	BMW 1250 Series Valve Cover Guards	
[]	One (1) antenna mounting bracket with support struts for VHF, UHF and 7/800 MHz antennas. (Larger metal plate available for uninterrupted reception). Antenna mounting bracket plate must be sturdy and well reinforced, given no chance for vibration.	
[4	Qty. (1) FMS Baton Holder (LAPD style w/helmet lock)	

	FACTORY INSTALLED ACCESSORIES (Cont'd)	INDICATE EXCEPTION OR STATE, "AS SPECIFIED" BELOW
[\]	Clearwater Darla Lights/Darla Yellow Slipcovers	"AS SPECIFIED"
[1]	Qty. (1) FMS BMW Laptop Pivot Mount	
[√]	Qty. (1) FMS Laptop Power relay harness	
[1]	One (1) radio speaker pigtail.	
[1]	Radar/Lidar Gun Adapter Plate	
[1]	Factory fog light	
[\]	One (1) auxiliary LED mounting bracket.	
,	Emergency Warning Lights	
	Qty. (5) Red LED-X light BMW P/N 6317 2 361 718 or Department approved equal/better	
M	Qty. (5) Blue LED-X light BMW P/N 6317 2 361 719 or Department approved equal/better	
	Rear Duplex Emergency Warning Light	
[V]	Qty. (1) Duplex LED-X Red / Blue BMW P/N 63 17 2 361 730 or Department approved equal/better	
/	Take-Down (4) Alley (2) TS (2) BT (2)	
M	Qty. (6) White Torus LED TDL/Alley BMW P/N 63 17 2 361 722 or Department approved equal/better	
[4	Qty. (2) Auxiliary LED Turn Signals BMW P/N 63 17 2 361 725 or Department approved equal/better	
[\J	Qty. (2) Auxiliary LED Brake/Taillight BMW P/N 63 17 2 361 726 or Department approved equal/better	
[Y	Qty. (1) Round Blue License Plate ID Light Kit	

I.	FACTORY INSTALLED ACCESSORIES (Cont'd)	INDICATE EXCEPTION OR STATE, "AS SPECIFIED" BELOW
N	BMW P/N: 7160 2 452 876 or Department approved equal/better.	"AS SPECIFIED"
[]	Qty. (1) Ticket Book Box (LAPD style)	
[V]	Note Pad Holder	
[\sqrt{1}]	Qty. (1) Front 12 Volt Power Outlet (lighter style)	
[ 1	Qty. (1) Radar/Lidar Gun Adapter Plate	
[V]	Qty. (1) Water Bottle Holder/Helmet Lock	
[]	One (1) helmet lock, "Motion Pro" mode# 06-1005 or Department approved equal or upgrade	
[4	Short gun lock	
	Special Item Installation and Instructions	
M	All motorcycles shall be completely outfitted as stipulated on the specification by the manufacturer/dealer, with all related Emergency Vehicle Equipment prior to delivery.	
	The Sheriff's Department would provide the components listed below but must be installed by the successful bidder/s.	
M	6 gangs fuse block	
[ W	PVP Communications Freedom Series Helmet Kit with wireless system control, portable only operation, for use with Helmets requiring internal mount mic, dual earphone, with cellphone interface (Bluetooth)	
[ 1]	Freedom Series wireless shoulder mic, for Motorola APX/XPR Series portable radio, with 3.5mm earpiece jack. Motor interface, Freedom Wireless, portable only, for BMW	

	ADDITIONAL BIDDER SUPPIED ITEMS (NOT INSTALLED/NEW IN-BOX/DROP SHIPPED)	INDICATE EXCEPTION OR STATE, "AS SPECIFIED" BELOW
	HELMET KIT	"AS SPECITIED"
[N]	PVP wireless communications kit must be provided.	
/	<u>Headsets</u>	
[√]	Dual-muff headsets with a noise reduction rating 24dB Coil-cords incorporate a shield on the microphone line and on the overall cable to prevent RF and EM interference *Full face helmet kit	
[1]	Amplified, waterproof, electret noise-canceling internal mount boom microphone  *Amplified microphones eliminate the need for the voice signal to be re-amplified at the master station, preventing the amplification of any electronic noise in the interconnect cable and providing a superior signal-to-noise ratio.	
/	<u>Speakers</u>	
[V]	Improved dual speaker to enhance frequency response Improved Speaker Connectors	
	Helmet Extension Cable	
	63 Series wired motorcycle cable kits 12" to 18" radio cable Premium coil-cord cables with cadminum bronze conductors to prevent work hardening and broken conductors. Watertight, quarter-turn twist-lock connectors with gold-plated contacts and O-ring seals	
M	Motorcycle Cable Kit  BMW Interface Panel/Box or Department approved equal.  Configured to interact with current approved motorcycle (NO EXCEPTION)	

	ADDITIONAL BIDDER SUPPIED ITEMS (Cont'd) (NOT INSTALLED/NEW IN-BOX/DROP SHIPPED)	INDICATE EXCEPTION OR STATE, "AS SPECIFIED" BELOW
เท	Interface to BMW PTT and PTPA for Motorola Spectra, Astro Spectra, Syntor X9000, APX8500 Radios (NO EXCEPTION)	"AS SPECIFIED"
M	Public address (PA) interface Mobile plus portable radio configuration.	
[V]	Note: The PPV wireless communication system must be interference proof- not be susceptible to interference from outside network channel.	
	Kevs	
M	Single-key locking system on all motorcycles, to include ignition, saddlebags, radio box and any other lockable compartment.	
[V]	All motorcycles provided with four (4) keys. (Ignition, helmet, short-gun rack)	
	<ul> <li>Gun lock key must be compatible with LASD gun lock code. LASD will provided the key code after the bid is awarded.</li> </ul>	
	Aluminum keys are not acceptable.	
[v]	Remote buttons must be functional only when ignition is on (ignition powered.)	

#### INDICATE EXCEPTION OR ELECTROMAGNETIC COMPATIBILITY STATE, "AS SPECIFIED" BELOW "ASSPECIFIED Electromagnetic Interference Susceptibility Motorcycle is intended for use in presence of electromagnetic fields resulting from use of public safety two-way radios. Motorcycle performance shall not be affected in any way by transmissions from a radio and antenna installed in the motorcycle and operating in any of the frequency ranges of 30 to50-MHZ, 150 to 174-MHZ, 450 to 512-MHZ, and 800 to 900-MHZ and having a radio frequency output no less than 100-watts. Motorcycle performance shall not be affected by the presence of another motorcycle equipped with the above-described radio and operated adjacent to the subject motorcycle. Radiated and Conducted Electromagnetic Interference Motorcycle systems and accessories shall be designed to minimize interference with the use of public safety radio receivers or electronic sirens or sound amplifiers. The effective sensitivity of a receiver installed in the motorcycle shall not be reduced by more than the amount tabulated below for each frequency band. ALLOWABLE DEGRADATION FREQUENCY BAND 15 d B 30 to 50 - MHZ 5d B 150 to 174 - MHZ 450 to 512 - MHZ 3 d B 3 d B 800 to 900 - MHZ Degradation is defined as the difference in effective receiver sensitivity measured with the motorcycle engine and accessories turned off and that measured with the engine and accessories turned on. Sensitivity is measured in terms of the 12 dB Sinad signal as defined in E1A Standard RS-204. To determine effective sensitivity, the receiver is connected to the antenna through an isolating tee connector which allows introduction of the signal generator through the isolated port. Comparative signal strength readings are then taken with and without the interference present.

#### **DELIVERY:**

Los Angeles County Sheriff's Department Fleet Management Unit 1104 N. Eastern Avenue, Door #48 Los Angeles, CA 90063 (323) 267-3016

#### SPECIAL INSTRUCTIONS:

If any components are "drop-shipped", the packing slip(s) and/or shipping ticket(s) <u>must</u> have the corresponding "LA County ISD purchase order number" as related to the vehicle(s) being purchased, legibly printed on it/them. Shipments not so marked will be refused.

<u>Before</u> any payment for the vehicle(s) is made, "documentation proof" that any and all, components have been paid for in full by the winning bidder, <u>must</u> be submitted to the Sheriff's Fleet operations office. Failure to do so will be considered an incomplete delivery and delay any payment(s).

Dealership supplied components must accompany the bike at the time of delivery (No Exception)

Motorcycles to be delivered with a full tank of fuel

Upon delivery no dealer decals or license plate identifiers.

Dealer shall notify Sheriff's Department Fleet Unit a minimum of 24 hours prior to delivery. Motorcycle(s) will not be accepted after 2:00 pm.

Prior to delivery acceptance, any vendor/dealer located outside the State of California must have previously paid all applicable State of California State and/or Los Angeles County sales tax(s).

All State of California Department of Motor Vehicle paperwork, and invoicing MUST accompany each motorcycle at time of delivery. There shall be one invoice per motorcycle.

At time of delivery, all motorcycles MUST meet all specifications as written, NO EXCEPTIONS.

At time of delivery, dealer shall furnish Dealers Report of Sale in the name of:

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT 1277 N. EASTERN AVENUE LOS ANGELES, CA 90063