

REQUEST FOR QUOTATION NO. 2021-031
BMW POLICE MOTORCYCLES

GENERAL CONDITIONS

1. **SCOPE**

To provide eight (8) new/unused BMW Police Motorcycles, to the City of Burbank, Public Works Department/Fleet Division, in accordance with the Specifications herein.

2. **QUALIFICATIONS OF BIDDER**

Only Manufacturers or Contractors of established reputation, or their duly authorized dealers or agents, having proper facilities for the manufacture of the materials or equipment and for servicing same, or for proper execution of the work called for in the Specification, will be considered in making the award. **All bidders must be licensed at time of Bid Submittal as Vehicle Dealers by the California Department of Motor Vehicles and be in good standing.** Any record of administrative actions will be reviewed on a case-by-case basis to determine whether such action necessitates disqualification. Failure to meet this requirement will disqualify a bidder.

3. **PRICING, PAYMENT AND DISCOUNTS**

Pricing: All bid prices shall be firm and fixed and not subject to escalation. Pricing shall remain valid for ninety days (90) from the date that bids are due.

Payment: Vendor to specify payment terms and any discounts offered for payment after receipt of completed vehicles with all equipment and manuals and inspection approval.

4. **DELIVERY**

All orders shall be F.O.B. destination – City of Burbank, 124 S. Lake Street, Burbank, CA 91502. Contact Craig Van Item, Fleet Superintendent at 818-238-3841 to make delivery arrangements.

Vehicles, their accessories, spare parts and tools shall be packed in such a manner as to prevent pilferage and ensure safe delivery to the designated point.

Delivery is defined as the Vendor successfully transporting the vehicle purchased to the City of Burbank by Vendor's personnel or common carrier, in new and unused condition (with the exception of transit mileage on the odometer), in full conformance with specifications, with all components in working condition, with absolutely no damage from road transit and with all warranties provided.

Delivery must include all equipment; manuals and all training must be completed before the City shall grant final acceptance.

5. **INSPECTIONS AND FINAL ACCEPTANCE**

After receipt of delivery in Burbank: The City shall have three (3) City working days to fully inspect the vehicle and make final acceptance after delivery by Vendor to the City of Burbank.

Final Acceptance of the vehicle will occur upon the satisfaction of all of the following conditions:

- A. Vehicle(s) delivered in new and unused condition (with the exception of odometer mileage from point of transit)
- B. Vehicle(s) in full conformance to specifications
- C. Vehicle(s) in full operational condition, with all components intact and accounted for. Any damage that occurs during road transit will be the responsibility of the Vendor to correct before final acceptance is made

- D. All warranties are in effect, and documentation of warranties is provided to City
- E. City personnel have been trained and have received all training materials.

6. **FEDERAL, STATE AND LOCAL GOVERNMENT REGULATIONS**

All bidders must be licensed at time of **Bid Submittal** as Vehicle Dealers by the California Department of Motor Vehicles and be in good standing. Any record of administrative actions will be reviewed on a case-by-case basis to determine whether such action necessitates disqualification. Failure to meet this requirement will disqualify a bidder.

Successful bidder shall meet all Federal, State and local government vehicle regulations. The manufacturer shall provide the following:

- Complete California Department of Motor Vehicles registration including all taxes and fees
- Certificate of origin
- Verification of Vehicle Identification Number with California weight certification

7. **SERVICE AND AVAILABILITY OF PARTS**

The ability of the Bidder to provide service and have parts readily available to the City after delivery is a requirement. The successful bidder shall have a service facility within seventy-five (75) driving miles of the City of Burbank. The facility shall have been engaged in the repair and maintenance of related vehicles for a minimum of five (5) years.

8. **FORCE MAJEURE**

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Vendor, the Vendor shall notify the City of Burbank, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, and acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather. Neither party to the agreement shall be held responsible for delay or default for causes shown above which is beyond that party's reasonable control. The City of Burbank may terminate the agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the agreement.

9. **ORDERING METHOD**

It is the intent of the City to issue one (1) purchase order with a total estimated lump sum to adequately cover the costs of items ordered for the specified period. The City reserves the right to split this contract and award to more than one vendor if it is to the City's advantage.

10. **FORM OF BIDDER'S PROPOSAL AND SIGNATURES**

The envelope enclosing the quotation shall be sealed and addressed to the Purchasing Manager, Administrative Services Building, 301 East Olive Avenue – Suite 305, Burbank, California 91502, or P. O. Box 6459, Burbank, California 91510. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and bear the words, "Quotation For" followed by the name of the work and the date and hour of opening bids.

Note: Failure to use the City's form, provide a signature, or provide all requested forms, will disqualify the bidder. Providing additional quotes other than those forms provided by the City will disqualify your bid. Any clarifications of terms must be requested via the online Q&A prior to bid closing.

11. PREPARATION OF BIDDER'S PROPOSAL

- A. All blank spaces in the quotation shall be properly completed. The text of the quotation must not be changed, and no additions shall be made to the terms contained therein.
- B. A Bidder may withdraw a quotation, without prejudice, before the hour fixed for opening of bids, by submitting a written request to the Purchasing Manager for its withdrawal. In such event, the quotation will be returned to the Bidder unopened. No quotation may be withdrawn after the hour fixed for opening bids without approval of the City.
- C. The Bidder shall state in figures the unit prices. **If the unit prices and the extended total amount stated by the Bidder for any items are not in agreement, then the unit price alone will be considered as representing the Bidder's intention, and the base bid will be corrected to conform thereto.**
- D. When more than one item appears in the Bidder's Quotation Sheet, Bidders may quote on any one or more item. The bidder must state "**NO BID**" on items not offering in the quotation. The City reserves the right to accept a bid on each separate item or on any of them offered in any quotation received, except when otherwise provided by specific limitation by the City.
- E. To submit an alternate quotation, the vendor must first submit a quotation as requested or the alternate may not be considered. Alternate bids must have a detailed description under the line item comments.
- F. No quotation received after the specified deadline or at any place other than City of Burbank Purchasing's office will be considered.

All forms must be obtained electronically via the PlanetBids website. Hard copies will not be available. If you are having technical issues downloading your bid documents, please contact PlanetBids directly at (818) 992-1771. Computers are available for public access at your local library, or any City of Burbank Public Library. For more information regarding City of Burbank Public Libraries, please visit <https://burbanklibrary.org/workforce>.

12. BIDDERS INTERESTED IN MORE THAN ONE BID

A person, firm or corporation shall NOT make or file, or be interested in more than one bid, for each proposal or bid request (except an alternative bid when specifically requested) provided, however, a person, firm or corporation who has submitted a sub-quotation to a prime Bidder, or who has quoted prices on materials to such prime bidder, is not thereby disqualified from submitting a sub-quotation or from quoting prices to other bidders submitting quotations.

13. FEDERAL, STATE AND LOCAL TAXES

Municipalities are exempt from Federal Excise Taxes, and prices quoted are to EXCLUDE Federal taxes. Exemption Certificate will be furnished upon request. Unless otherwise indicated, prices will be considered to EXCLUDE State and City Sales or Use Tax, which is payable by the City.

14. TAX DOCUMENTATION

The successful Bidder shall submit the following tax documentation, prior to a Purchase Order being issued:

- A. City of Burbank Payee Registration Form

The Internal Revenue Code requires us to issue Form 1099 for certain payments made to Payees other than Corporations. Each failure to furnish a TAXPAYER IDENTIFICATION NUMBER COULD RESULT IN A PENALTY BEING ASSESSED by the I.R.S. In addition, we will be required to withhold 20 percent from payments subject to 1099 Reporting, if you fail to furnish us your IDENTIFICATION NUMBER.

15. ELECTRONIC FUNDS TRANSFER

The City is requiring all vendors of goods and services to use Electronic Funds Transfer (EFT) as a primary payment method. The successful bidder will be provided with set up instructions for EFT payments.

16. **INTERPRETATION OF DOCUMENTS**

If a prospective Bidder is in doubt as to the true meaning or intent of any part of the RFQ/RFP documents including the Specifications, or discovers discrepancies in, or omissions from the Technical Specifications, he may submit to the Purchasing Manager an electronic request for an interpretation or a correction thereof via the Q & A of the Planet Bids Website. Interpretations or corrections of the RFQ/RFP, including the Specifications and Drawings, shall be made only by addendum duly issued by the Purchasing Manager, and a copy of such addendum will be via Planet Bids. Such addendum shall be considered a part of, and incorporated in, the RFQ/RFP.

17. **QUESTIONS**

All **QUESTIONS** concerning this Quote may be submitted via the PlanetBids Q&A, **electronically**, no later than **December 9, 2021 by 4:00 P.M.**

18. **RESERVATIONS**

The City reserves the right to reject any and all bids, or any item or items of the bid, and to waive any informalities or technical defects as the interests of the City may require.

19. **CHARTER CITY STATUS**

Except as provided for in this Code or pursuant to agreement approved by the City Council, the City of Burbank, as a Charter City, is exempt from the provisions of the California Public Contract Code.

20. **PERSONAL LIABILITY**

No member of the City Council or other officer, employee, or agent of the City, or their consultants shall be personally responsible for any liability arising under or by virtue of the Contract.

21. **EXTENSION OF CONTRACT TO OTHER LOCAL PUBLIC AGENCIES**

The prices, terms and conditions of this bid may be extended to other governmental agencies at the mutual agreement of both the agency and the bidding contractor. All requirements of the specifications, purchase orders, invoices and payments with other agencies would be handled directly with the successful Bidder. The City of Burbank does not warrant any additional use of the contract by such agencies. The Bidder's response as requested on the Bidder's Proposal will in no way affect the City of Burbank's consideration of this bid. Exception to this must be clearly noted on the Bidder's Proposal.

22. **LOWEST RESPONSIBLE BIDDER**

In selecting the lowest responsible Bidder, consideration will be given not only to the price but also those matters contained in Burbank Municipal Code 2-2-114. To receive favorable consideration, a Bidder may be required to present evidence that the Bidder has successfully performed similar work of comparable magnitude and complexity, or submit other evidence satisfactory to the City that the Bidder is competent to manage the proposed undertaking and to carry it forward to a successful conclusion. A showing of adequate financial resources may be required, but, unless otherwise stated, it will not be used as the only factor to determine whether a Bidder is able to undertake the proposed work. (<https://www.codepublishing.com/CA/Burbank/?Burbank02/Burbank0202.html#2-2-114>)

23. **PROTEST PROCEDURE (Burbank Municipal Code 2-2-113)**

1. Three (3) City working days prior to making an award, the City will issue an Intent to Award Letter to each Responsive Bidder. Any Responsive Bidder receiving said letter may protest the award. A written protest must be received by the Purchasing Manager within 3 working days of the notification date of the intent to award letter noting the specific reasons for the protest and all relevant documentation.

2. The Purchasing Manager shall review the protest and provide the protesting bidder with a written decision regarding the protest within three (3) working days from the receipt of the written protest.
3. Any appeal of the Purchasing Manager's decision may be made to the City Manager within three (3) City working days of the date of the final decision. The City Manager's decision shall be binding and final.
4. In circumstances of urgent need and when it is in the best interest of the City to do so, the City Manager may dispense with the protest procedure provided for in this section and make the award.
5. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

24. **COMPLIANCE WITH LAWS**

The successful bidder shall perform all of its obligations under these Contract Documents in accordance with all applicable federal, state and local laws, rules, regulations and orders. This obligation includes, but is not limited to, compliance with any applicable workplace safety requirements issued in connection with COVID-19, and any updates thereto.

For Federally funded purchases, disbarment in the SAM (System for Award Management) list will be grounds for immediate rescission of City's contractual obligation.

25. **CANCELLATION OF THE AGREEMENT**

The City of Burbank may cancel this agreement with cause at any time with ten (10) days written notice to the Vendor. Cancellation for cause shall be at the discretion of the City of Burbank and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The Vendor may not cancel this contract without prior written consent of the Purchasing Manager.

26. **CHANGES IN THE WORK**

The City of Burbank may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City of Burbank may find necessary or desirable. The bidder shall not claim forfeiture of contract by reasons of such changes by the City of Burbank.

27. **INVOICES**

It is understood that partial invoicing is acceptable; however, all invoices shall contain a complete breakdown of all material furnished per location of work. All invoices shall be Net 30 unless otherwise specified on the Bidder's proposal. The earliest the City can pay an invoice is Net 20 days.

All payments made to California Non-Residents (not qualified with the Secretary of State) for services provided in the State of California are subject to a 7% withholding which will be paid directly to the State of California. For more information see California Federal Tax Board (FTB) Publication 1017.

28. **INDEMNITY**

The City, its officers, employees and/or agents shall not be answerable or accountable in any manner for any loss or damage that may occur to the work or any part thereof, or for any of the materials or other things used or employed in performing the work or for injury or damage to any person or persons, either workmen, employees of the Vendor or its Subcontractors or the public, or for damage to adjoining or other

property, from any cause whatsoever arising out of, or in connection with, the performance of the work. The Vendor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of, or in connection with, the performance of the work, except for sole negligence or willful misconduct of city, or of its employees and agents. The Vendor will defend the City, its officers, employees and agents against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the work, operation or activities of the Vendor, its agents, employees, Subcontractors, or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the City, its officers, agents, or employees (but excluding such actions, claims, damages to persons or property, penalties, obligations, or liability arising from the sole negligence or willful misconduct of the City, its Council, employees and agents, and in connection therewith:

- A. The Vendor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- B. The Vendor will promptly pay any judgment rendered against the Vendor or the City, its officers, employees and agents covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of the Vendor hereunder; and the Vendor agrees to save and hold the City, its officers, employees and agents harmless therefrom.

In the event the City is made a part of any action or proceeding filed or prosecuted against the Vendor for such damages or other claims arising out of or in connection with the work, operation or activities of the Vendor hereunder, the Vendor agrees to pay to the City any and all costs and expenses incurred by the City in such action or proceeding together with the reasonable attorneys' fees.

29. **MISCELLANEOUS**

- A. **Severability.** If any part, term, or provision of the Contract Documents shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over the Contract Documents, the validity of the remaining portions or provisions shall not be affected by such holding.
- B. **Governing Law.** The terms of the Contract Documents shall be interpreted according to the laws of the State of California. Should litigation occur, the venue shall be in the Superior Court of Los Angeles County.
- C. **Equipment**
All equipment and/or material referred to in this quotation shall in all respects be in full compliance with all CAL / OSHA Safety and Health Orders.
- D. **Identification**
All correspondence, drawings, shipping papers, documents and invoices pertaining to equipment described in the Specification shall be plainly marked with the number of the Specification or Purchase Order Number. All bundles, boxes, crates, containers, and pieces of equipment shipped under the Specification shall be plainly labeled with said number.
- E. **Reservations**
The City reserves the right to reject any and all bids, or any item or items of the bid, and to waive any informalities or technical defects as the interests of the City may require.

F. **Personal Liability**

No member of the City Council or other officer, employee, or agent of the City, or their consultants shall be personally responsible for any liability arising under or by virtue of the Contract.

G. **Charter City Status**

Except as provided for in the Burbank Municipal Code or pursuant to agreement approved by the City Council, the City of Burbank, as a Charter City, is exempt from the provisions of the California Public Contract Code.

H. **Full Agreement**

This Request for Quotation, when returned to the City as an offer for material and/or services will constitute the full agreement between the City and Vendor if a purchase order is awarded. Any changes to the documents for proposal must be made at the time the bid is submitted. Any changes and/or amendments to this agreement presented after the successful vendor receives a purchase order will not be accepted. Unless the City includes a stipulation for a separate agreement to be executed, the City will not execute any other agreement or contract in conjunction with this quotation request.

REQUEST FOR QUOTATION NO. 2021-031

BMW POLICE MOTORCYCLES

BIDDER'S PROPOSAL SHEET

ITEM NO.	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1A.	BMW R1250 RT-P Police Motorcycles Per Specification 1P61-21/22	8	EA	\$27,699 ⁰⁰	\$221,592 ⁰⁰
1B.	BMW Technician Training		Lot		
1C.	Delivery Charge	8	EA	\$ 0.00	\$ 0 ⁰⁰
1D.	Tire Fee (if applicable)	8	EA	\$ 28.00	\$ 224 ⁰⁰
				Subtotal	\$ 221,620.00
				Sales Tax 10.25%	\$ 22,713.18
				Total	\$ 244,333.18

1. Supplier Contact for questions regarding this bid.

Name: David Diaz Title: General Manager
 Phone: (714) 532-3700 Email: david@invseaverBMW.com

2. Cash discount terms of 0 % N/A days/prox for prompt payment, in addition to the above discounts, will be allowed. (Minimum of 20 days required.) Standard terms are N30 after delivery and final acceptance.

3. Specify Delivery Lead Time in Calendar Days ARO Not to exceed 180 days

4. Indicate if this bid will be extended to other local public agencies? YES NO

5. Bidder agrees that his Proposal shall remain open and not withdrawn for a period of not less than ninety (90) calendar days from the date of opening bids, or until rejected by the City, whichever period is shorter. Exceptions must be clearly noted on this Bidder's Proposal Sheet. _____

The undersigned hereby agrees to furnish the above articles, at the prices and terms stated, subject to the instructions and conditions shown on the attached General Conditions for **QUOTE NO. 2021-031 – BMW POLICE MOTORCYCLES.**

COMPANY NAME: Seaver Inc, Dba; Inv Seaver Motorcycles
 AUTHORIZED SIGNATURE: [Signature] DATE: 12-20-2021
 PRINT NAME: David A. Diaz TITLE: General Manager
 ADDRESS: 607 W. Katella Ave
Orange Ca. 92867
 TELEPHONE NUMBER: (714) 532-3700 FAX NUMBER: (714) 532-5763
 E-MAIL ADDRESS: David@invseaverBMW.com
 TAXPAYER I.D. NO. 95-2269048

BIDDERS SHALL EXECUTE THE APPLICABLE AFFIDAVIT ON THE FOLLOWING PAGES.

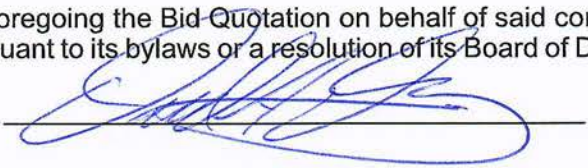
STATE OF CALIFORNIA)
 : SS
COUNTY OF LOS ANGELES)

CORPORATION AFFIDAVIT

David A. Diz being first duly sworn, deposes
and says:

That he is the General Manager (Title) of Seavco inc. (Name) a corporation, which is the party making the foregoing quotation or bid; that such a bid is genuine and not collusive or sham; that said bidder has not conspired or agreed, directly or indirectly, that another person refrain from bidding, nor by such means sought to secure any advantage for itself or for any other party; that said bidder has not accepted any bid from any subcontractor or materialman through any bid depository, the Bylaws, Rules or Regulations of which prohibit or prevent the contractor from considering any bid from any subcontractor or materialman which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities or accept from or through such depository.

That he is duly authorized to execute the foregoing the Bid Quotation on behalf of said corporation and that such corporation executed the same pursuant to its bylaws or a resolution of its Board of Directors.



STATE OF CALIFORNIA)
 : SS
COUNTY OF LOS ANGELES)

JOINT VENTURE AFFIDAVIT

_____ being first duly sworn, deposes
and says:

That he is the _____ (Title) of _____ (Name) one of the partners submitting the foregoing bid as a Joint Venture and that he is duly vested with the authority to make and sign the said bid and on behalf of the parties making said bid, who are _____. That such a bid is genuine and not collusive or sham; that said parties have not conspired or agreed, directly or indirectly, that another party refrain from bidding, nor by such means sought to secure any advantage for himself said Joint Ventures or any other party; that said bidder has not accepted any bid from any subcontractor or materialman through any bid depository, the Bylaws, Rules or Regulations of which prohibit or prevent the contractor from considering any bid from any subcontractor or materialman which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository.

SUBSCRIBED and SWORN to before me this 21 day December, 2021

My commission expires:

See the Attached
Notary Public in and for the said
County/State

(Seal)

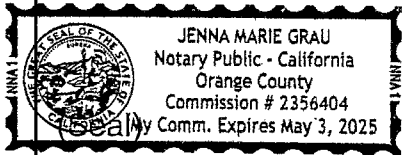
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 21
day of December, 2021, by David A. Diaz

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Signature Jenna Marie Grau

REQUEST FOR QUOTATION NO. 2021-031

BMW POLICE MOTORCYCLES

VENDOR'S CONTRACT RECORD

Vendor must document below all agreement awards from public agencies for similar vehicles, received in California for the last two (2) years, including bid awards not fulfilled or cancelled. If additional sheets are needed, use the same format and submit with your bid submittal. **Providing Vendor's reference sheet in lieu of this form will disqualify vendor.**

Name of Agency	<u>City of North Las Vegas</u>
Address	<u>100 E Brooks Ave N, Las Vegas NV</u>
Contact Person	<u>Ken Malley</u> Phone <u>702-633-1623</u>
Type of Vehicle(s)	<u>BMW R1250RT-P</u> Quantity <u>0</u>
Contract Information	Date awarded: <u>10-12-21</u> Amount \$ <u>155,843.04</u>
	Date awarded: <u>10-12-21</u> Final Amount \$ <u>155,843.04</u> ^{TBD}
Name of Agency	<u>City of North Las Vegas</u>
Address	<u>100 E Brooks Ave N, Las Vegas NV</u>
Contact Person	<u>Ken Malley</u> Phone <u>702-633-1623</u>
Type of Vehicle(s)	<u>R1250RT-P</u> Quantity <u>1</u>
Contract Information	Date awarded: <u>6-24-21</u> Amount \$ <u>25,812.43</u>
	Date awarded: <u>6-24-21</u> Final Amount \$ <u>25,812.43</u> ^{TBD}
Name of Agency	<u>City of North Las Vegas</u>
Address	<u>100 E Brooks Ave N, Las Vegas NV</u>
Contact Person	<u>Ken Malley</u> Phone <u>702-633-1623</u>
Type of Vehicle(s)	<u>R1250RT-P</u> Quantity <u>5</u>
Contract Information	Date awarded: <u>5-18-21</u> Amount \$ <u>129,062.15</u>
	Date awarded: <u>5-18-21</u> Final Amount \$ <u>129,062.15</u>
Name of Agency	<u>City of Irvine</u>
Address	<u>1 Civic Center Plaza</u>
Contact Person	<u>Will Yanes</u> Phone <u>949-724-6185</u>
Type of Vehicle(s)	<u>2, F850GS-P + 1, R1250RT-P</u> Quantity <u>3</u>
Contract Information	Date awarded: <u>12-1-21</u> Amount \$ <u>84,688.42</u>
	Date awarded: <u>12-1-21</u> Final Amount \$ <u>84,688.42</u> ^{TBD}

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Vendor must document below all agreement awards from public agencies for similar vehicles, received in California for the last two (2) years, including bid awards not fulfilled or cancelled. If additional sheets are needed, use the same format and submit with your bid submittal. **Providing Vendor's reference sheet in lieu of this form will disqualify vendor.**

Name of Agency	<u>City of Orange</u>
Address	<u>300 E Chapman Ave Orange CA 92667</u>
Contact Person	<u>Matt Lonzenen</u> Phone <u>714-532-6488</u>
Type of Vehicle(s)	<u>R1250RT-P</u> Quantity <u>3</u>
Contract Information	Date awarded: <u>12-13-21</u> Amount \$ <u>25,709.82</u>
	Date awarded: <u>12-13-21</u> Final Amount \$ <u>25,709.82 (B)</u>
Name of Agency	<u>City of Laguna Hills</u>
Address	<u>24035 El Tero Rd Laguna Hills CA 92653</u>
Contact Person	<u>Sgt. Steinle</u> Phone <u>949-707-2600</u>
Type of Vehicle(s)	<u>R1250GS-P</u> Quantity <u>1</u>
Contract Information	Date awarded: <u>10-6-21</u> Amount \$ <u>34,050.06</u>
	Date awarded: <u>10-6-21</u> Final Amount \$ <u>34,050.06 (B)</u>
Name of Agency	<u>City of Tustin</u>
Address	<u>300 Centennial Wy Tustin Ca 92780</u>
Contact Person	<u>Mike McJunkin</u> Phone <u>714-573-3200</u>
Type of Vehicle(s)	<u>R1250RT-P</u> Quantity <u>1</u>
Contract Information	Date awarded: <u>5-5-21</u> Amount \$ <u>28,623.88</u>
	Date awarded: <u>5-5-21</u> Final Amount \$ <u>28,623.87</u>
Name of Agency	<u>City of Irvine</u>
Address	<u>1 Civic Center Plaza Irvine CA</u>
Contact Person	<u>Joe Dillman</u> Phone <u>949-724-7696</u>
Type of Vehicle(s)	<u>R1250RT-P</u> Quantity <u>3</u>
Contract Information	Date awarded: <u>12-29-2020</u> Amount \$ <u>90,500.70</u>
	Date awarded: <u>12-29-2020</u> Final Amount \$ <u>90,501.12</u>

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Name of Agency City of San Juan Capistrano
 Address 32400 Paseo Adelante
 Contact Person Det Joe Medina Phone 714-328-5954
 Type of Vehicle(s) R1250RT-P Quantity 1
 Contract Information Date awarded: 9-16-2020 Amount \$ 31,024.40
 Date awarded: 9-16-2020 Final Amount \$ 30,325.00

Name of Agency City of Orange
 Address 300 E Chapman Ave Orange CA 92667
 Contact Person Matt Lorenzen Phone 714-532-6488
 Type of Vehicle(s) R1250RT-P Quantity 2
 Contract Information Date awarded: 8-24-2020 Amount \$ 57,150.73
 Date awarded: 8-24-2020 Final Amount \$ 57,150.70

Name of Agency City of Garden Grove
 Address 13202 Newhope St. Garden Grove CA 92843
 Contact Person Steve Sudduth Phone 714-741-5390
 Type of Vehicle(s) R1250RT-P Quantity 9
 Contract Information Date awarded: 9-4-2020 Amount \$ 259,127.78
 Date awarded: 9-4-2020 Final Amount \$ 259,122.82

Name of Agency _____
 Address _____
 Contact Person _____ Phone _____
 Type of Vehicle(s) _____ Quantity _____
 Contract Information Date awarded: _____ Amount \$ _____
 Date awarded: _____ Final Amount \$ _____

**POLICE MOTORCYCLE
SPECIFICATION NO. 1P61 21/22**

GENERAL

The equipment covered by these specifications shall be supplied as specified and be the manufacturer's new, unused, and latest model complete with all necessary equipment and accessories. All separate units shall be installed, connected, and delivered in good operating order.

These new motorcycles will be used to replace # 4956, 4959, 4995, 5118, 5119, 5120, 5121 and 5146.

The subject equipment shall in all respects be equipped to operate legally on California State Highways, night or day, and shall in all respects conform to State and Federal regulations that apply to the equipment herein described.

All cables, hoses, and electrical wiring shall be installed and secured in a manner to obtain maximum efficiency and to protect from damage at pinch points, friction points and rotating parts and components. Bidder's shop facilities may be subject to inspection prior to award of bid.

DESCRIPTION: BMW R1250 RT-P Police Motorcycle

YEAR: New and unused 2021 or current model year

QUANTITY: Eight (8)

DATA PROVIDED

Required data shall be filled in by bidder in the spaces provided and shall become a part of the contract if awarded. Deletions or variance from specifications shall be clearly indicated. Enter **COMPLIES** on data line if in compliance.

Failure to provide requested data shall result in disqualification of the vendor bid. No attached literature will be substituted for filling in of specification.

MANUFACTURER Bmw
MODEL R1250RT-P
YEAR 2022

VENDOR SHALL SUBMIT DESCRIPTIVE LITERATURE FOR MODEL QUOTED.

STANDARD MOTOR FEATURES

Air/oil cooled 2-cylinder 4-valve head twin motor.

Complies

Bore: 102.5 mm x 76 mm

Complies

Displacement: 1254 cc

Complies

Rated output: 136 bhp @ 7,550 rpm minimum.

Complies

Max. Torque: 143 Nm @ 6,250 rpm minimum.

Complies

Engine Management: Electronic intake pipe injection/digital engine management BMS-K with dual ignition & overrun fuel cut-off.

BMS-X+
Complies

Length: 87.5"

55.7"

Height: 55.3"

Width: Approximately 38.8"

Complies

Wheelbase: 58.5"

Complies

Castor (in normal position): 4.6"

3.92

Steering head angle: 64.2 degrees

64.1

Emission control: 3-way closed loop catalytic converter.

Complies

Compression ratio: 12.5:1

Complies

Fuel capacity: 6.6 w/1 gal. reserve.

Complies

Fuel: 91 AKI w/adaptive control for lower grades.

Complies

Brakes: IABS partial-integral brake system with *independent rear wheel brake control - dual front rotors / single rear rotor with Optional Traction Control (ASC).

- Fully integral with
ABS-Pro
* Below 6MPH independent Rear brake

Total GVWR: 1091 lbs.

Complies

Payload: 440 including special equipment.

Complies

Wet weight: Approximately 650 lbs.

Complies

Rear wheel guidance: BMW Paralever.

Complies

Front wheel guidance: BMW Telelever.

Complies

Front suspension travel: 4.7" special front shock strut for police application.

Complies

Clutch: 8-disc wet clutch.

Complies

Clutch actuation: Self-adjusting hydraulic.

Complies

Gearbox: Constant mesh 6-speed.

Complies

Shift: Toe shift with protective pad.

Complies

Drive: No-maintenance shaft drive/ratio 1:2.75

31111 = 1:2.82

Alternator: 3-phase 720W w/1.8: 1 drive ratio producing 27A at idle. 19Ah maintenance-free linked gel batteries (2).

Dual Speed Alternator
508W w/Aux. Battery 34Ah at idle

Wheels: Die-cast aluminum.

Complies

Front rim: 3.50 x 17 MTH2 profile.

Complies

Front tire: 120/70 ZR 17

Complies

Rear rim: 5.50 x 17 MTH2 profile.

Complies

Rear tire: 180/55 ZR 17

Complies

Rear suspension travel: 5.3" special travel-dependent damping system for greater rider weight capability.

5.4"

STANDARD ENFORCEMENT FEATURES

New concept BMW / Code 3 LED emergency lighting system.

Complies

BMW / Code 3 siren system.

Bmw Twin Speaker Siren, CA Title B Complies

Linked 19Ah auxiliary battery system w/8 fused police-only circuits.

16Ah Batteries

Auxiliary engine oil cooling fan.

Complies

Rear emergency flasher system.

Complies

Digital speedometer w/pace speed lock display accurate to ± 2 mph.

Complies

Dual horn system.

Complies

23 liter capacity top-opening police saddlebags with glove-friendly latches.

Complies

Full interference suppression.

Complies

Pre-wired chassis for all emergency equipment.

Complies

Dash mounted radio & radar speakers.

Complies

Front/rear emergency flasher system.

Complies

Front and rear rust-free polished stainless steel protection bar system.

Standard finish - Not Polished.

Electrically-adjustable windshield.

Complies

High performance run-flat radial tires meet CHP run-flat protocol.

Complies

Optimized front suspension strut.

Complies

Front and rear 12V power accessory sockets with waterproof DIN plug receptacle.

Front + Rear 12V power Accessory sockets with Waterproof HELLA receptacle

License plate ID lights.

Complies

Motor lights "off" switch.

Complies

Adjustable solo seat w/large-capacity locking integrated radio box.

Complies

Adjustable solo seat 800 / 820 mm

Complies

Unit shall include all OEM standard equipment for this model.

Complies

Three (3) sets of keys per unit shall be provided.

Complies

REQUIRED OPTIONS

Tall OEM or City approved equal windshield. OEM short windshield shall be supplied to City at time of delivery.

Complies

REQUIRED OPTIONS

Six red optix LED lights. Complies

Six blue optix LED lights. Complies

Take down lights. Complies

Alley Lights. Complies

BMW "Clearwater" Amber Driving Lights
Shall be installed in the lower mounting
position on the crash bar. Complies

Duplex rear light bracket. Complies

Supplementary LED brake/tail light. Complies

Dual bracket / PVP/ sitcom PTT. Not applicable

PVP PTT bracket. Not applicable

Locking side stand leg. Not applicable

Wider locking stand mount. Not applicable

Comfort seat heated. Complies

Radio power plug connector. Complies

Radio speaker pigtail. Complies

PVP kit. Complies

Note pad holder--Part # 65140421315 Complies

Radar bracket. Bracket shall hold Pro Laser
Three and Four Lidar gun. Pro Laser 4 Holder

Rifle Mount bracket with electric release.
Bracket shall be OEM type or city approved
equal Complies

PR24 baton holder Complies

REQUIRED OPTIONS

Heated hand grips.

Complies

Kickstand extension.

Complies

Radio harness and PVP kit to be installed.

Complies

Note pad light.

Complies

CD repair manual.

Complies

Trickle battery charger. Charger must be capable of charging both front and rear battery and be OEM type.

Complies

Motorcycle cover.

Complies

MANUALS

One operator's manual per motor unit purchased. One full set of all published maintenance and repair manuals, to include emissions, engine drive-ability, electrical and all related manuals; one (1) parts manual shall be supplied at time of delivery. Electronic medium such as CD-ROM will be acceptable for the parts manual.

WARRANTY

Standard factory warranty shall be provided and become effective from the date that the purchased equipment is placed in service. Minimum 39 months/ 60,000 mile warranty.

Vendor shall State Factory Warranty: 36 months/60,000 miles

Vendor shall quote cost and length of extended warranty:

Cost N/A Length N/A

The vendor and manufacturer shall grant the City of Burbank the right to have all warranty work performed by an authorized dealer in or nearest the City of Burbank.

The warranty certificate(s) and/or card(s) shall be provided at time of delivery

TRAINING

Successful bidder agrees to enroll and cover all class and related cost for two (2) City of Burbank Fleet Maintenance Technicians to become Certified BMW Motorcycle service and repair technicians. Successful bidder agrees to cover all labor costs for services and repairs until City of Burbank Fleet Technicians become BMW certified. The City of Burbank agrees to pay for all normal wear parts. **NO EXCEPTIONS.**

AGREE Yes _____ No X

LICENSE

Vendor must provide California exempt license plates to the City at time of motorcycle delivery **NO EXCEPTIONS.**

REGISTRATION

Show registration as follows:

CITY OF BURBANK
Purchasing Division
275 E. Olive Avenue
Burbank, CA 91502

DELIVERY

CITY OF BURBANK
Public Works Field Services/Fleet
124 S. Lake Street
Burbank, CA 91502



**FINANCIAL
SERVICES**

ADDENDUM NO. 2

December 14, 2021

REQUEST FOR QUOTATION NO.: 2021-031
RFQ DUE DATE: Tuesday, December 21, 2021 @ 2:00 PM
SUBJECT: BMW Police Motorcycles

Please review the following Additions / Deletions / Clarifications:

- Q1:** The bid asks for "BMW "clearwater" amber driving lights" but clearwater is an aftermarket brand, not OEM parts. Clearwater sells 5 different kits what would install on this bike. Which kit do you want installed?
- A1:** Below are the parts for that we purchased to set up our current bikes:
- DARLA D52 = CLEAR WATER LIGHTS W/CAN
DARLA/GLENDA SLIP = SLIP-COVER W/YELLOW LENS
- Q2:** The bid asks for a radar bracket that shall hold a pro laser three and four lidar gun. The 3 and 4 have different mounts so there isn't one that will hold both. You would need to pick one or the other or a mix of both.
- A2:** Radar bracket must hold a Pro Laser Four.
- Q3:** The bid asks for a "pvp Kit". There are numerous different radios/helmets/Bluetooth set ups and I would need to know more details about the specific set up you want before I could get a price on a PVP kit.
- A3:** PVP kit to be Wired Kit #PVSP-RT12AP-15/L.
- Q4:** This is more of a statement and not a question but the factory warranty is 36 months long, not 39 months, so 39 months isn't possible.
- A4:** Noted. Warranty shall be 36 months.
- Q5:** Can the PR24 Holder also incorporate a Flashlight Holder or do you want to hold just a PR24?
- A5:** See underlined below. Yes, it must incorporate a flashlight holder. Unit must hold a Baton and Flashlight.
- Q6:** Please clarify the PVP components requested as some line items may not be applicable to the BMW. Can you provide descriptions or part numbers for "PVP Kit", "Dual Bracket/PVP/Sitcom PTT Bracket"?
- A6:** Please see response to Q3. The underlined brackets are not needed on the BMW bikes and can be disregarded.
- Q7:** Page 7 specifies; Radio Harness and PVP Kit to be installed. Will the city provide the Radio Harness? Will the winning bidder be required to install the entire radio kit or just the Radio Harness?
- A7:** The City will provide the Radio Harness. Successful bidder will be required to install just the Radio Harness.

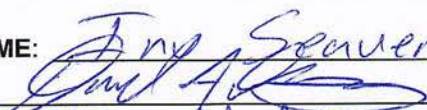
301 EAST OLIVE AVENUE, STE. 305
BURBANK, CA 91502

TEL: 818 238 5466
FAX: 818 238 5457

P.O. BOX 6459
BURBANK, CA 91510-6459

BURBANKPURCHASING@BURBANKCA.GOV
BURBANKCA.GOV

The undersigned bidder acknowledges receipt of the following addendum issued for the above quotation. **Failure to acknowledge receipt of addendum may disqualify the Bidder. IF YOU HAVE ALREADY SENT IN YOUR BID AND THIS ADDENDUM IS NOT ENCLOSED, PLEASE CONTACT THE PURCHASING DIVISION AT (818) 238-5466.**

COMPANY NAME: Any Seaver Motorcycles
SIGNED:  DATE: 12-20-2021
PRINT NAME: David A. Diaz TITLE: General Manager
ADDRESS: 607 W. Kattella Ave Orange Ca 92667
TELEPHONE NUMBER: (714) 532-3700 FAX NUMBER: (714) 532-5763

Respectfully,



Karen M Little
Buyer I
KL:kl

301 EAST OLIVE AVENUE, STE. 305
BURBANK, CA 91502

TEL: 818 238 5466
FAX: 818 238 5457

P.O. BOX 6459
BURBANK, CA 91510-6459

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BURBANKCA.GOV



**FINANCIAL
SERVICES**

ADDENDUM NO. 1

December 3, 2021

REQUEST FOR QUOTATION NO.: 2021-031
RFQ DUE DATE: Tuesday, December 21, 2021 @ 2:00 PM
SUBJECT: BMW Police Motorcycles

Please review the following Additions / Deletions / Clarifications:

- Q1: Is this bid for local CA business only?**
A1: The vendor must be licensed to sell in California. Please see General Conditions, No. 2 Qualifications of Bidder. The dealership must be within 125 miles of the City of Burbank, City Hall located at 275 E. Olive Ave., Burbank, CA 91502.
- Q2: Is Equal allowed for this bid?**
A2: No "or equal" is allowed.

The undersigned bidder acknowledges receipt of the following addendum issued for the above quotation. **Failure to acknowledge receipt of addendum may disqualify the Bidder. IF YOU HAVE ALREADY SENT IN YOUR BID AND THIS ADDENDUM IS NOT ENCLOSED, PLEASE CONTACT THE PURCHASING DIVISION AT (818) 238-5466.**

COMPANY NAME: Fox Server Motorcycles
SIGNED: Paul A. Diaz **DATE:** 12/20/2021
PRINT NAME: David A. Diaz **TITLE:** General Manager
ADDRESS: 607 W. Katella Ave Orange Ca. 92867
TELEPHONE NUMBER: (714) 532-3700 **FAX NUMBER:** (714) 532-5763

Respectfully,

Karen M Little
Buyer I
KL:kl

301 EAST OLIVE AVENUE, STE. 305
BURBANK, CA 91502

TEL: 818 238 5466
FAX: 818 238 5457

P.O. BOX 6459
BURBANK, CA 91510-6459

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