



**INVITATION FOR BID**

**IFB No. 20-01**

**FOR**

**BMW Police Motorcycles**

**Model No. R1250RT-P**



**Public Services Department**

**CITY OF COSTA MESA**

**OCTOBER 23, 2019**

**IFB NO. 20-01**  
**FOR**  
**BMW Police Motorcycles**  
**Model No. R1250RT-P**

The City of Costa Mesa (hereinafter referred to as the “City”) is soliciting sealed bids from authorized BMW motorcycle dealerships for the purchase of two (2) BMW Police Motorcycles Model No. R1250RT-P and the installation of ancillary accessories and equipment, as specified herein.

## **I. GENERAL INFORMATION**

The City of Costa Mesa is a general law city, which operates under the council/manager form of government. The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full service city” providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; homeless shelter, maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The City’s fiscal year begins on July 1 and ends on June 30. For Fiscal Year 2019-20, the City of Costa Mesa has a total operating and capital budget of approximately \$172 million for all funds. The General Fund makes up approximately \$142 million of the total. While the City operations generate revenue from various public services such as licensing, permitting and building activity, the four primary sources of revenue for the General Fund are from sales tax, transient occupancy tax, property tax, and franchise fees. See the City’s website at [www.costamesaca.gov](http://www.costamesaca.gov) for the most recent City Operating and Capital Improvement Program Budget and Comprehensive Annual Financial Report.

- 1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Bidder to review, evaluate, and, where necessary, request any clarification prior to submission of a bid. **Bidders are not to contact other City personnel with any questions or clarifications concerning this Invitation for Bid (IFB).** The City’s Purchasing Department contact set out in IFB, Section II, Subsection 10, will provide all official communication concerning this IFB. Any City response relevant to this IFB other than through or approved by City’s Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on the City’s website at [www.costamesaca.gov](http://www.costamesaca.gov). Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City’s Purchasing Department. It is the responsibility of each Bidder to periodically check the City’s website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be

responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Bid Validity:** Bids will be valid for a period of 120 days after the IFB closing date.
3. **Schedule of Events:** The invitation for bid will be governed by the following schedule:

<b>Release of IFB</b>	<b>October 23, 2019</b>
<b>Deadline for Written Questions</b>	<b>October 29, 2019</b>
<b>Responses to Questions Posted on City's Website</b>	<b>October 30, 2019</b>
<b>Bids Due</b>	<b>November 6, 2019</b>
<b>Approval of Contract</b>	<b>TBD</b>

## II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Before submitting a bid, Bidders shall carefully examine the solicitation contents, including the sample contract terms, conditions and scope of work. Bidders shall include in their bid response a monetary sum to cover the cost of all items included in the contract. The sample contract contained in this solicitation is the contract proposed for execution. Upon award, awarded Bidder will be required to sign and submit contract for execution.
2. This solicitation consists of the following:
  - **Section I. General Information**
  - **Section II. General Instructions and Provisions**
3. Responsive bids shall include the following completed submittals:
  - 1) **Appendix A** – City's Terms & Conditions
  - 2) **Appendix B** – Company Profile & References
  - 3) **Appendix C** – Forms
  - 4) **Attachment A** – Scope of Work
  - 5) **Attachment B** – Contractor's Pricing
4. Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
  - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
  - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).
5. Pricing (Attachment B):
  - Bid prices quoted shall be firm for the full term of the contract. The bid price(s) shall include all fees, including, shipping, freight, transportation, travel and any other fees. **No additional compensation will be allowed.**
  - Bid prices offered shall reflect all addendum(s) issued by the City.

- Bids shall be submitted only for the items and/or services as stated in the Scope of Work; bids for other than the items and/or services listed will not be considered.
  - The City will only consider firm price bids.
  - The net amount of profit will remain firm during the period of the contract. Contract adjustments which increase Contractor's profit will not be allowed.
  - All price/rate decreases will automatically be extended to the City.
  - Bids must be provided for each item separately; "all-or-none" bids will not be accepted unless in the best interest of the City.
- 6. Substitutions:** Bids offering equivalent items meeting the standards of quality specified in the solicitation may be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the specified brand. Unless Bidder specifies otherwise, it is understood that the Bidder is offering the brand item as specified in the solicitation. If Bidder bids an "equal," Bidder must state the brand name and must submit complete specifications and/or provide samples with the bid. Determination of equality shall be at the sole discretion of the City, and the City reserves the right to request a sample for determining equality with the specified brand. If it has been justified and accepted by the requesting agency/department and/or a City standards committee that only one brand can meet the City's requirements, "**no exceptions**" shall be noted in the specifications.
- 7. Accuracy of Bids:** Bidders shall take all responsibility for any errors or omissions in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the City.

If prior to contract award, a Bidder discovers a mistake in their bid which renders the Bidder unwilling to perform under any resulting contract, the Bidder must immediately notify the facilitator and request to withdraw the bid. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

- 8. Responsibility of Bidders:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their bids. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Bidder in:
- Preparing its bid in response to this IFB;
  - Submitting that bid to the City;
  - Negotiating with the City any matter related to the bid; and,
  - Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the contract.
- 9. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the bid procedure, which are apparent or reasonably should have been discovered prior to receipt of bids shall be filed in writing with the City's

Purchasing Department at least 10 calendar days prior to the deadline for receipt of bids. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the bids, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Bidder decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

- a. **Procedure** – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:
- The name, address and telephone number of the protester;
  - The signature of the protester or the protester's representative;
  - The solicitation or contract number;
  - A detailed statement of the legal and/or factual grounds for the protest; and
  - The form of relief requested.

- 10. Submission of Bids:** Complete written bids must be submitted in sealed envelopes marked and received prior to **2:00 p.m. on November 6, 2019** to the address below. Bids will not be accepted after this deadline. Faxed or e-mailed bids will not be accepted. **NO EXCEPTIONS.**

**City of Costa Mesa  
City Hall  
Office of the City Clerk  
77 Fair Drive  
Costa Mesa, CA 92628-1200**

**RE: IFB NO. 20-01 BMW POLICE MOTORCYCLES, MODEL NO. R1250RT-P**

Bids received at or before the time and date stated above, shall be opened publicly and read aloud in the Council Chambers at said address.

- 11. Number of Bids:** Submit one original, two (2) hard copies plus one flash drive of bid in sufficient detail. In the event of a conflict between the original and any hard copy or flash drive, the original shall control. City will not return flash drive to Bidders.
- 12. Inquiries:** Questions about this IFB must be directed in writing, via e-mail to:

Buyer: **Stephanie Urueta** at [stephanie.urueta@costamesaca.gov](mailto:stephanie.urueta@costamesaca.gov)

The City reserves the right to amend or supplement this IFB prior to the bid due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & IFB's](#). Bidders should check this web page

daily for new information. The City will endeavor to answer all timely received written questions before or no later than **October 29, at 10:00 a.m.** The City reserves the right not to answer all questions.

From the date that this IFB is issued until a Bidder is selected and the selection is announced, Bidders are not allowed to communicate outside the process set forth in this IFB with any City employee other than the contracting officer listed above regarding this IFB. The City reserves the right to reject any bid for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

**13. Conditions for Bid Acceptance:** This IFB does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all bids received as a result of this IFB or to cancel this IFB in part or in its entirety. The City may waive any irregularity in any bid. All bids will become the property of the City of Costa Mesa. If any proprietary information is contained in the bid, it should be clearly identified by Bidder.

#### **14. Acceptance/Rejection/Award**

- Bids submitted in response to this IFB may become subject to public disclosure under the California Public Records Act, and other applicable law. The City shall not be liable in any way for disclosure of any such records. Additionally, all bids shall become the property of the City.
- The lowest, responsive and responsible, Bidder will be recommended for contract award.
- Bids will be reviewed by the City for responsiveness to all requirements. The City has the right to reject any bid deemed unresponsive or lacking the resources or experience to adequately perform the services described herein.
- Only those responsible and responsive bids that meet all solicitation requirements and specifications, shall be further reviewed for consideration for award. Award shall be based on the lowest, responsive, responsible bid.
- Please take notice that non-acceptance of City terms and conditions may deem a bid non-responsive. The City will not accept any other terms, conditions, or provisions contrary to those contained within this solicitation.
- By submitting a response to this solicitation, Bidders agree to accept the decision of the City as final.

**15. Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this IFB, protest, or any other written communication between the City and Bidder, shall be available to the public. The City intends to release all public portions of bid submissions following the evaluation process at such time as a recommendation is made to the City Council.

If Bidder believes any communication contains trade secrets or other proprietary information that the Bidder believes would cause substantial injury to the Bidder's competitive position if disclosed, the Bidder shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Bidder may not designate its entire bid as confidential nor designate its Price Bid as confidential.

Submission of a bid shall indicate that, if Bidder requests that the City withhold from disclosure information identified as confidential, and the City complies with the Bidder's request, Bidder shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorneys' fees and costs that may be awarded to the party requesting the Bidder information), and pay any and all costs and expenses related to the withholding of Bidder information. Bidder shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Bidder information. If Bidder does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

- 16. Ex Parte Communications:** Bidders' representatives should not communicate with the City Council members about this IFB. In addition, Bidders, and Bidders' representatives, should not communicate outside the procedures set forth in this IFB with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the IFB facilitator, regarding this IFB until after contract award. This solicitation requires due process and therefore set forth herein must be explicitly complied with. Bidders and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Bidder" or "Bidder's representative" includes all of the Bidder's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Bidder's bid, and any individual or entity who has been requested by the Bidder to contact the City on the Bidder's behalf. Bidders shall include the Ex Parte Communications form (Appendix C) with their bids certifying that they have not had or directed prohibited communications as described in this section.

- 17. Conflict of Interest:** The Bidder warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code, Sections 1090, et seq., or sections 87100 et seq., during the performance of services under any contract awarded. The Bidder further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any awarded contract being deemed void and unenforceable.
- 18. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Bidder from acting on behalf of the City, the City requires that all Bidders disclose in their bids any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Bidder shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past 12 months using the attached "Disclosure of Government Positions Form." (See Appendix F.)
- 19. Conditions of Contract:** The selected Bidder will execute a contract with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of sample contract provided as Appendix A to this solicitation, which may be modified by City. All Bidders are directed to particularly review the indemnification and insurance requirements set forth in the sample contract

**The terms of the contract, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.** Submittal of a bid shall be deemed acceptance of all the terms set forth in this IFB and the sample contract unless the Bidder includes with its bid, in writing, any conditions or exceptions requested by the Bidder to the proposed contract. In accordance with the

Municipal Code, the City may consider the scope and number of conditions in evaluation bids and determining the lowest, responsive and responsible bidder.

- 20. Disqualification Questionnaire:** Bidders shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Bidder, any officer of a Bidder, or any employee of a Bidder who has a proprietary interest in the Bidder, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A bid may be rejected on the basis of a Bidder, any officer or employee of such Bidder, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See (Appendix C).
- 21. Standard Terms and Conditions:** The City reserves the right to amend or supplement this IFB prior to the bid due date. All addendum(s) and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & IFB's](#). Bidders should check this web page daily for new information.

**Appendix A**  
**City's Terms & Conditions**

**CONDITIONS.** The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

#### STANDARD CONDITIONS

1. **Law:** This contract is governed by the laws of the State of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
2. **Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY, no exceptions, alternates, substitutes or revisions are valid or binding on the CITY unless authorized by the CITY in writing. The SELLER acknowledges that he has read and agrees to all terms and conditions of this contract/purchase order. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the City of Costa Mesa.
3. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. The City is exempt from Federal excise tax.
4. **Delivery:** Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not delivered by the due date and/or not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it the right to return goods already accepted, at SELLER'S expense. Overshipments and undershipments shall be only as agreed to by CITY.
5. **Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payment shall be made after satisfactory acceptance of shipments by the CITY.
6. **Warranty:** SELLER expressly warrants that the goods covered by this order are of merchantable quality, satisfactory and safe for consumer use, and are fit for the particular purpose as set forth in the CITY'S specification. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable attorney fees, incurred or sustained by CITY, its officers, employees and agents, by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, State or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Inspection by the City of Costa Mesa or its agents or employees and acceptance of the articles, materials and work covered by this contract shall not constitute release or waiver of the City of Costa Mesa's rights by reason of failure of Contractor to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the City of Costa Mesa shall be paramount.
7. **Infringement:** SELLER shall indemnify and defend CITY, at SELLER'S expense, against all claims, demands, suits, liability and expense on account of alleged infringement of patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
8. **Assignment:** Neither this order nor any claim against CITY arising directly or indirectly of or in connection with this order shall be assignable by SELLER or by operation of law nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent.
9. **Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit of creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice whereupon (a) CITY shall be relieved of all further obligations hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
10. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
11. **Nondiscrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that they will not engage nor permit such subcontractors, vendors, or employees, from engaging in discrimination in employment of any person because of the race, color, sex, national origin or ancestry, disability or religion of that person.
12. **Termination:** The CITY reserves the right to terminate this contract without penalty or without cause after 30 days' written notice unless otherwise specified.
13. **Labor Code Section: 1771.1.** (a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

#### WORK ORDER CONDITIONS

14. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefore; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
15. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with all statutory requirements; (b) Commercial General Liability insurance including broad form property damage, products/completed operations and contractual liability coverage, with \$1,000,000 combined single limit each occurrence; Endorsements to the Commercial General Liability insurance shall be obtained by contractor, adding the following three provisions; (1) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, non-owned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
16. **Indemnification:** The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the City of Costa Mesa, its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the City of Costa Mesa or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the City of Costa Mesa, or of any agent or employee of the Contractor, subcontractor, or of the City of Costa Mesa), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the City of Costa Mesa or any of its agents or employees other than negligent omission or commissions of the City of Costa Mesa, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the City of Costa Mesa, any and all of the City of Costa Mesa's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the workplace or safety of materials or equipment supplied by the City of Costa Mesa or others at the direction of the City of Costa Mesa and used in the performance of the work hereunder.
17. **Bills and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
18. **Bonds:** If the CITY so desires, SELLER shall provide payment and performance bonds as required.
19. **Changes:** SELLER shall make no change in the work or perform any additional work without the CITY'S specific written approval.

**MISCELLANEOUS CONDITIONS**

20. All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.
21. Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheet for each specific item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

**DEFINITION**

Whenever used herein, "CITY" shall mean, City of Costa Mesa, a political subdivision of the State of California.

**Appendix B**  
**Company Profile & References**

## COMPANY PROFILE & REFERENCES

### Company Profile

Company Legal Name: \_\_\_\_\_

Company Legal Status (corporation, partnership, sole proprietor etc.): \_\_\_\_\_

Active licenses issued by the California State Contractor's License Board: \_\_\_\_\_

Business Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Length of time the firm has been in business: \_\_\_\_\_ Length of time at current location: \_\_\_\_\_

Is your firm a sole proprietorship doing business under a different name: \_\_\_\_ Yes \_\_\_\_ No  
 If yes, please indicate sole proprietor's name and the name you are doing business under: \_\_\_\_\_

Is your firm incorporated: \_\_\_\_ Yes \_\_\_\_ No If yes, State of Incorporation: \_\_\_\_\_

Federal Taxpayer ID Number: \_\_\_\_\_

Regular business hours: \_\_\_\_\_

Regular holidays and hours when business is closed: \_\_\_\_\_

\_\_\_\_\_

Contact person in reference to this solicitation: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact person for accounts payable: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of Project Manager: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**COMPANY PROFILE & REFERENCES**  
(Continued)

**References**

Submit the company names, addresses, telephone numbers, contact names, and brief contract descriptions of at least three clients for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

## **Appendix C Forms**



**INVITATION FOR BID No. 20-01  
BMW POLICE MOTORCYCLES, MODEL NO. R1250RT-P**

**VENDOR APPLICATION FORM**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contact Person for Bids: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Is your business: (check one)

NON PROFIT CORPORATION

FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION

LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL

SOLE PROPRIETORSHIP

PARTNERSHIP

UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: \_\_\_\_\_

City of Costa Mesa Business License Number: \_\_\_\_\_

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: \_\_\_\_\_

**EX PARTE COMMUNICATIONS CERTIFICATION  
FOR  
IFB NO. 20-01**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Bidder and Bidder's representatives have not had any communication with a City Council Member concerning **BMW POLICE MOTORCYCLES, MODEL NO. R1250RT-P** at any time after **October 23, 2019**.

**Signature:** \_\_\_\_\_

**Date** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**OR**

I certify that Bidder or Bidder's representatives have communicated after **October 23, 2019** with a City Council Member concerning **BMW POLICE MOTORCYCLES, MODEL NO. R1250RT-P**. A copy of all such communications is attached to this form for public distribution.

**Signature:** \_\_\_\_\_

**Date** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

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

If the answer is yes, explain the circumstances in the following space below.

### **DISCLOSURE OF GOVERNMENT POSITIONS**

Each Bidder shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None".

**ATTACHMENT A  
SCOPE OF WORK**

The City of Costa Mesa is requesting bids to purchase two (2) BMW Police Motorcycles Model No. R1250RT-P, with specialized police equipment and emergency vehicle identification including visual warning devices, audible warning devices, communication equipment, specialized electronics equipment, firearms security mounts and other required law enforcement vehicle accessories to meet operational needs of the City of Costa Mesa Police Department.

**SPECIFICATIONS:**

1. Year: 2019-20
2. Make/Model: BMW R1250RT-P
3. Color: Night Black & Alpine white
4. Quantity: Two (2) & Option to purchase additional motorcycles at a later date.
5. Ancillary Accessories per Motorcycle (Contractor will provide and install):

**NOTE:** Specifications per BMW Motorrad USA. (Items listed per one motorcycle)

<b>2019-20 BMW R1250RT-P Motorcycle</b>		
<b>Description</b>	<b>BMW Option Code</b>	<b>Qt</b>
Color - Night Black & Alpine White Ill	753	1
Gear Shift Assist Pro	222	1
Heated Seat	518	1
Tire Pressure Monitoring	530	1
Cruise Control	538	1
Weather Protection	649	1
<b>Emergency Warning Lights (10)</b>	<b>BMW P/N</b>	
Red LED-X Light	6317 2 361 718	5
Blue LED-X Light	6317 2 361 719	5
<b>Rear Duplex Emergency Warning Light (1)</b>		
Duplex LED-X Red / Blue	63 17 2 361 730	1

<b>Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1) Red ID (1)</b>		
White Torus LED TDL/Alley	63 17 2 361 722	6
Auxiliary LED Turn Signals	63 17 2 361 725	2
Auxiliary LED Brake/Tail Light	63 17 2 361 726	2
Saddlebag LED Lights w/sensor switch	63 17 2 361 727	1
Round Blue License Plate ID Light Kit	7160 2 452 876	1
<b>Convenience Options</b>		
Ticket Book Box	82 000 419 426 VD	1
Radar/Lidar Gun Adapter Plate	71 60 2 409 956	1
Rear Flashlight / PR24 Holder - Left	71 60 2 452 839	1
Shotgun Mount	65 14 0 445 541	1
Map Light	71 60 2 452 819	1
Note Pad Holder	65 14 0 421 315	1
Front 12 Volt Power Outlet (lighter style)	71 60 2 407 785	1
LTI Ultralite 20/20 Lidar Gun Mount	71 60 2 452 885	1
BMW Motorrad Battery Charger (2.5 Ah)	77 02 8 551 897	1
Shotgun Mounting Bracket	71 60 2 407 777	1
Radio Power Plug Connector	82 00 0 419 534	1
Radio Speaker Plug	71 60 2 407 781	1
Helmet Headset Interface Plug	71 60 2 407 782	1
Microphone Attachment Mount	71 60 2 408 075	1

Kustom/Stalker/MIC Remote Attachment Kit	71 60 2 407 778	1
Accessory Connection Plugs (3)	71 60 2 407 783	1

6. Keys: Three (3) sets of factory keys, (aluminum keys are not acceptable)

7. Manuals: One (1)

8. Build-out, Completion, and Pick Up:

a. Deadline: Two (2) motorcycles must be completely outfitted with specified ancillary accessories and equipment, and ready for pick up on or before date **TBD**.

b. Contact: Ruben Salas Fleet Supervisor @714-327-7481/ ruben.salas@costamesaca.gov

c. The City reserves the right to conduct inspections of each unit throughout the build-out process.

d. Contractor must provide comprehensive and regular status reports on the progress of each build-out. Reports must include, but not limited to:

- Manufacture’s ship date and expected lead-time for delivery to the Contractor’s location;
- Actual date Contractor received each motorcycle from the manufacture;
- Lead-time for installation of specified ancillary accessories and equipment (Lead-time for each build-out must be able to meet the deadline for pick up);
- Expected and actual dates of completion.

e. The City will pick up each motorcycle upon completion, and must be done prior to the deadline. The Contractor must notify the City’s contact and arrange a pick up date. On the date of pick up, the City will inspect each motorcycle for acceptance. Upon acceptance of each motorcycle, the Contractor will: 1) conduct an orientation with each rider; and 2) provide a full tank of fuel.

9. Warranty: Manufacture’s standard warranties shall apply to all motorcycles, ancillary accessories and equipment.

**ATTACHMENT B  
CONTRACTOR'S BID**

Prices shall be inclusive of all costs (labor, equipment, materials, training, travel, overhead, insurance, taxes, employee benefits, ancillary personnel, etc.) expected to be incurred by the Contractor to fulfill the requirements of this Contract. Unit prices will prevail.

Item	Qty	U/M	Description	Unit Price	Ext. Price
1	2	EA	Year/Make/Model: 2019-20 BMW R1250RT-P		
2	2	Lot	Ancillary Accessories		
3	2	Lot	Lighting		
4	2	EA	Radio		
5	3	EA	Factory keys		
6	1	EA	Manuals		
7	2	EA	Installation		
8	2	EA	Fuel per Tank		
9	2	EA	Transportation/Freight charges and Handling Charges		
10	2	EA	Other Taxes: (please specify)		
			_____		
			_____		
Specify the address of the location the completed motorcycles must be picked up from:				Subtotal	
				Sales Tax (7.75%)	
				Total	

**Option to Purchase Additional Quantities:** The City of Costa Mesa desires the option to purchase additional BMW Police Motorcycles Model No. R1250RT-P. State if the bidder will accept an order for additional unit(s) at the same prices, terms, and conditions.

Option Granted     Option Not Granted

If option is granted, state length of time prices are good and additional order acceptable. Prices good until \_\_\_\_\_.

Transportation or freight charges for the additional unit shall be quoted.

Option for additional quantity will not be considered in the evaluation of bids and is not required for award of contract.