

**GOODS PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF SAN BERNARDINO  
AND  
LONG BEACH BMW MOTORCYCLES**

This Goods Purchase Agreement (“Agreement”) is entered into as of June 25, 2025 (“Effective Date”), by and between the City of San Bernardino (a charter city and municipal corporation organized under the laws of the State of California with its principal place of business at Vanir Tower, 290 North D Street, San Bernardino, California 92401) (“City”), and Long Beach BMW Motorcycles (a corporation with its principal place of business at 2125 East Spring Street, Long Beach, California 90806) (“Supplier”). City and Supplier are sometimes individually referred to as “Party” and collectively as “Parties”.

**Section 1. Definitions**

A. “Goods” means all machinery, equipment, supplies, items, parts, materials, labor, or other services (including design, engineering, and installation services) provided by Supplier as specified in Exhibit A (Goods and Specifications) (attached hereto and incorporated herein by reference).

B. “Delivery Date(s)” means that date or dates upon which the Goods is to be delivered to City ready for approval, testing, and/or use as specified in Exhibit B (Delivery Schedule) (attached hereto and incorporated herein by reference).

**Section 2. Materials and Workmanship**

When Exhibit A specifies machinery, equipment, or material by manufacturer (model or trade name), no substitution will be made without City’s written approval. Machinery, equipment, or material installed in the Goods without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment, or materials are referred to in Exhibit “A” as equal to any particular standard, City will decide the question of equality. Supplier will furnish City with the name of the manufacturer, the performance capabilities, and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment, and material to be incorporated in the Goods when requested by City. Material samples will be submitted at City’s request.

**Section 3. Inspections and Tests**

City shall have the right to inspect and/or test the Goods prior to acceptance. City may reject the Goods (without prejudice to any other rights or remedies) or exercise any of its rights under Section 4.C if (upon inspection or testing) the Goods or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit “A”. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City’s right to reject nonconforming goods; provided however that City shall notify Supplier of a rejection of nonconforming goods or revocation of acceptance thereof, and specify with particularity

any defect in nonconforming goods after rejection or acceptance thereof within sixty (60) days of the invoice date.

**Section 4. Warranty**

A. Supplier warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material, and workmanship for a period of two (2) years; or such longer period as provided by a manufacturer's warranty or as agreed to by Supplier and City from the date of final written acceptance of the Goods by City as required for final payment under Section 7. Supplier further warrants any services provided in connection with the Goods will be performed in a professional and workmanlike manner, and in accordance with the highest industry standards.

B. Supplier further warrants that all machinery, equipment, or process included in the Goods will meet the performance requirements and specifications specified in Exhibit A and shall be fit for the purpose intended. City's inspection, testing, approval, or acceptance of any such machinery, equipment, or process will not relieve Supplier of its obligations under this Section 4.B.

C. If City selects repair or replacement, any defects will be remedied without cost to City (including but not limited to the costs of removal, repair, replacement of the defective Goods, and reinstallation of new Goods). All such defective Goods that is so remedied will be similarly warranted as stated above. In addition, Supplier will repair or replace other items of the Goods which may have been damaged by such defects or the repairing of the same (all at its own expense and without cost to City). For any breach of the warranties contained in Section 4.A and Section 4.B, Supplier will (immediately after receiving notice from City at the option of City, and at Supplier's own expense and without cost to City):

1. Repair the defective Goods;
2. Replace the defective Goods with conforming Goods, free on board plant, office, or other location of City where the Goods was originally performed or delivered; or
3. Repay to City the purchase price of the defective Goods.

D. Supplier also warrants that the Goods is free and clear of all liens and encumbrances whatsoever, that Supplier has a good and marketable title to same, and that Supplier owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Supplier agrees to indemnify, defend, and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Supplier of its obligations under this Section 4, City will not be limited to the remedies set forth in this Section 4; but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

## **Section 5. Prices**

Unless expressly provided otherwise, all prices and fees specified in Exhibit C (attached hereto and incorporated herein by reference) are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by City's authorized representative. The total price shall include (a) all Federal, state, and local sales, use, excise, privilege, payroll, occupational, and other taxes applicable to the Goods furnished to City hereunder; and (b) all charges for packing, freight, and transportation to destination.

## **Section 6. Changes**

City (at any time, by a written order, and without notice to any surety) may make changes in the Goods (including but not limited to City's requirements and specifications). If such changes affect the cost of the Goods or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City and Supplier; and such change will be authorized by a change order document signed by City and accepted by Supplier.

## **Section 7. Payments**

A. Terms of payment are net thirty (30) days, less any applicable retention after receipt of invoice or completion of applicable Progress Milestones. Final payment shall be made by City after Supplier has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Goods.

B. If Progress Milestones have been specified in Exhibit B, then payments for the Goods will be made as the requirements of such Progress Milestones are met. Progress payments for the Goods will be made by City upon proper application by Supplier during the progress of the Goods and according to the terms of payment as specified in Exhibit B. Supplier's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit B and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit B or a change order, must have subcontractor and/or supplier invoices attached to Supplier's invoice. Other format and support documents for invoices will be determined by City in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by City on account of defective Goods not remedied, liens or other claims filed (reasonable evidence indicating probable filing of liens or other claims), failure of Supplier to make payments properly to its subcontractors or for material or labor, failure of Supplier to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Supplier's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City may remove them at Supplier's expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit B and in the amount associated with the Progress Milestone;

2. Written acceptance of the Goods by City;

3. Delivery of all drawings and specifications, if required by City;

4. Delivery of executed full releases of any and all liens arising out of this Agreement; and

5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim, or maintain a lien of any kind or character; and containing an averment that all of the said persons have been paid in full. If any person refuses to furnish an actual release or receipt in full, Supplier may furnish a bond satisfactory to City to indemnify City against any claim or lien at no cost to City.

E. Acceptance by Supplier of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release, and discharge of any and all claims and demands of any kind or character which Supplier then has (or can subsequently acquire) against City (its successors and assigns) for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release, or discharge of any claims or demands which City then has (or can subsequently acquire) against Supplier (its successors and assigns) for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

## **Section 8. Schedule for Delivery**

A. Supplier shall use commercially reasonable efforts to perform under this Agreement in a timely manner. The Goods will be delivered in accordance with the schedule set forth in Exhibit "B". Supplier must immediately notify City in writing any time delivery is behind schedule or may not be completed on schedule.

B. In the event that the Goods is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Supplier will fully cooperate (to the best of its ability) in scheduling the delivery so that City can maximize the efficient completion of such project(s).

## **Section 9. Taxes**

A. Supplier agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any Federal, state, or local taxing authority on the ultimate purchase price of the Goods provided under this Agreement.

B. Supplier will withhold (and require its subcontractors where applicable to withhold) all required taxes and contributions of any Federal, state, or local taxing authority which is measured by wages, salaries, or other remuneration of its employees or the employees of its subcontractors. Supplier will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes (however denominated or measured) imposed upon the price of the Goods provided hereunder will be the responsibility of Supplier. In addition, all taxes assessed by any taxing jurisdiction based on Supplier property used or consumed in the provision of the Goods (such as and including ad valorem, use, personal property and inventory taxes) will be the responsibility of Supplier.

D. Supplier will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Supplier hereunder.

#### **Section 10. Independent Contractor**

Supplier enters into this Agreement as an independent contractor and not as an employee of City. Supplier shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors, or subcontractors hired or retained by the Supplier are employees, agents, contractors, or subcontractors of the Supplier and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Supplier by any such employees, agents, contractors, or subcontractors or any other person resulting from performance of this Agreement.

#### **Section 11. Subcontracts**

Unless otherwise specified, Supplier must obtain City's written permission before subcontracting any portion of the Goods. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Goods will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Supplier from its obligations to City (including but not limited to Supplier's insurance and indemnification obligations). No subcontract or order will bind City.

#### **Section 12. Title and Risk of Loss**

City will have title to (and risk of loss of) all completed and partially completed portions of the Goods upon delivery unless otherwise agreed, as well as materials delivered to and stored on City property which are intended to become a part of the Goods. However, consistent with Sections 3 and 4 of this Agreement, Supplier will be liable for any loss or damage to the Goods and/or the materials caused by Supplier or its subcontractors (their agents or employees), and Supplier will replace or repair said Goods or materials at its own cost to the reasonable satisfaction of City. Notwithstanding the foregoing, City shall have title to (and the right to take possession of) such Goods at any time following payment therefor in the event that the City has paid Supplier for all or a portion of the Goods which

remains in the possession of Supplier. Risk of loss for any Goods which remains in the possession of Supplier shall remain with Supplier until such Goods has been delivered or City has taken possession thereof. Supplier will have risk of loss or damage to Supplier's property used in the construction of the Goods but which does not become a part of the Goods.

### **Section 13. Indemnification**

A. Supplier shall defend, indemnify, and hold the City (its officials, officers, employees, volunteers, and agents) free and harmless from any and all claims (demands, causes of action, costs, expenses, liability, loss, damage or injury) in law or equity to property or persons (including wrongful death) in any manner arising out of or incident to any alleged acts (omissions, gross negligence, or willful misconduct) of Supplier (its officials, officers, employees, agents, subcontractors, and subconsultants) arising out of or in connection with the Goods or the performance of this Agreement (including the payment reasonable attorneys' fees and other related costs and expenses, except such loss or damage which was caused by the sole negligence or willful misconduct of the City).

B. Supplier's defense obligation for any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against the City (its officials, officers, employees, agents, or volunteers) shall be at Supplier's own cost, expense, and risk. Supplier shall pay and satisfy any judgment, award, or decree that may be rendered against City (or its officials, officers, employees, agents, or volunteers) in any such suit, action, or other legal proceeding. Supplier shall reimburse City (and its officials, officers, employees, agents, and/or volunteers) for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Supplier's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City (its officials, officers, employees, agents, or volunteers).

### **Section 14. Insurance**

A. General. Supplier shall take out and maintain:

1. Commercial General Liability Insurance of at least \$2,000,000 per occurrence/ \$4,000,000 aggregate for bodily injury, personal injury, and property damage at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01.

2. Automobile Liability Insurance for bodily injury and property damage (including coverage for owned, non-owned, and hired vehicles) of at least \$1,000,000 per accident for bodily injury and property damage at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto).

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence.

4. Garage Keepers Liability Insurance of at least \$1,000,000 per occurrence shall be provided by the Supplier if vehicles owned by or intended for the City will be left in the care, custody, or control of the Supplier.

5. Professional Liability Insurance of at least \$1,000,000 shall be provided by the Supplier if installation, programming, or other professional services are performed under this Agreement.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The General and Automobile Liability policies required under this Section shall give City (its officials, officers, employees, agents, or volunteers) additional insured status. Such policies shall contain a provision stating that Supplier's policy is primary insurance and that any insurance, self-insurance, or other coverage maintained by the City or any additional insureds shall not be called upon to contribute to any loss; and shall contain or be endorsed with a waiver of subrogation in favor of the City (its officials, officers, employees, agents, and volunteers). The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement; or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be included as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-VII, licensed to do business in California, and satisfactory to the City.

D. Evidence of Insurance. Supplier shall furnish City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies upon reasonable request.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Supplier shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Supplier shall ensure that third party shippers contracted by Supplier have adequate insurance coverage for the shipped Goods.

## **Section 15. Liens**

A. Supplier and subcontractors will not make, file, or maintain a mechanic's or other lien or claim of any kind or character against the Goods (for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished), or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Supplier and subcontractor expressly waive and relinquish any and all rights which they now have (or may subsequently acquire) to file or maintain any Claim (and Supplier and subcontractor agree that this provision waiving the right of Claims will be an independent covenant).

B. Supplier will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor; and Supplier will (at its own expense) defend any and all actions based upon such Claims, and will pay all reasonable charges of attorneys, all related costs, and other expenses arising from such Claims.

## **Section 16. Termination of Agreement by City**

A. Should Supplier at any time refuse or fail to deliver the Goods within a commercially reasonable time; or to perform any of its other obligations under the Agreement, City may terminate Supplier's right to proceed with the delivery of the Goods by written notice to Supplier. In such event (if Supplier fails to deliver the Goods or otherwise perform its obligations under this Agreement within thirty (30) days of such notice), City may obtain the Goods by whatever method it may deem expedient (including the hiring of another contractor or other contractors); and for that purpose may take possession of all materials, machinery, equipment, tools, and appliances and exercise all rights, options, and privileges of Supplier. In such case, Supplier will not be entitled to receive any further payments until the Goods is delivered.

B. City may (for its own convenience) terminate Supplier's right to proceed with the delivery of any portion or all of the Goods by written notice to Supplier. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Supplier, and will not affect the obligations and duties of Supplier under the Agreement with respect to portions of the Goods not terminated.

C. On receipt of notice under Section 16.B, Supplier will (with respect to the portion of the Goods terminated, unless the notice states otherwise):

1. Immediately discontinue such portion of the Goods and the placing of orders for materials, facilities, and supplies in connection with the Goods;

2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and

3. Deliver only such portions of the Goods which City deems necessary to preserve and protect those portions of the Goods already in progress and to protect material, plant and equipment at the Goods site or in transit to the Goods site.

D. Upon termination pursuant to Section 16.B, Supplier will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Goods already delivered (including material and services for which it has made firm contracts which are not canceled); it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Supplier upon delivery by Supplier of the releases of liens and affidavit, pursuant to Section 7.C.

### **Section 17. Force Majeure**

A. Supplier shall not be held responsible for failure or delay in shipping nor City for failure or delay in accepting goods described herein if such failure or delay is due to a Force Majeure Event.

B. Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics, or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work (only to the extent such strikes and other organized labor action are beyond the control of Supplier and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers). "Orders of governmental authorities" includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

C. In the event of any such excused interference with shipments, City shall have the option either to reduce the quantity provided for in the order accordingly or to exercise its right of cancellation as set forth in this Agreement. The Party affected by a Force Majeure Event shall notify the other Party as soon as practicable and take all reasonable steps to mitigate the delay in performance.

### **Section 18. Miscellaneous Provisions**

A. Delivery of Notices. Notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

**CITY:**

City of San Bernardino  
710 North D Street  
San Bernardino, CA 92401  
Attn: Jonathan Plummer  
Lieutenant

**SUPPLIER:**

Long Beach BMW Motorcycles  
2125 East Spring Street  
Long Beach, CA 90806  
Attn: Charles Berthon

With Copy To:

City of San Bernardino  
Vanir Tower, 290 North D Street  
San Bernardino, CA 92401  
Attn: City Attorney

B. Assignment or Transfer. Supplier shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Supplier from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

D. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee. Venue shall be in Davidson County, Tennessee.

G. Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement (each Party shall pay its own attorneys' fees).

H. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party.

I. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

J. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

K. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

L. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

M. City's Right to Employ Other Suppliers. City reserves its right to employ other contractors in connection with the Goods.

N. Public Agency Use. The California Public Contract Code allows public agencies to engage in cooperative purchasing for goods or services as a third-party agency "piggybacking" on another public agency's competitively bid agreement. Any request from another public agency to piggyback off this Agreement must be submitted to the City in writing, and is subject to prior review and written approval from the City. The City shall not be liable or responsible for any obligations and/or liabilities arising from or related to any such separate agreement between Supplier and another public agency.

O. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Goods specified herein. There are no understandings, agreements, conditions, representations, warranties, or promises with respect to this Agreement, except those contained in or referred to in the writing.

P. Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes; and shall have the same force and effect as an original signature.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR  
GOODS PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF SAN BERNARDINO  
AND  
LONG BEACH BMW MOTORCYCLES**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**CITY SAN BERNARDINO**

**LONG BEACH BMW MOTORCYCLES**

**Approved By:**

*Bill Gallardo*  
\_\_\_\_\_  
Bill Gallardo  
Interim City Manager

*Charles Berthon*  
\_\_\_\_\_  
Signature  
Charles Berthon  
\_\_\_\_\_  
Name

**Attested By:**

GM  
\_\_\_\_\_  
Title

*Telicia Lopez*  
\_\_\_\_\_  
Telicia Lopez  
Acting City Clerk

**Approved as to Form:**

*Thomas Rice*  
\_\_\_\_\_  
City Attorney  
Best Best & Krieger LLP

**EXHIBIT A**  
**GOODS SPECIFICATIONS**

**CURRENT PRODUCTION BMW R 1300 RT-P MOTORCYCLE**  
**Technical Specifications**

The following specifications are for two (2) each current production BMW R 1300 RT-P Motorcycles.

- Color: Night Black and Alpine White III
- Gear Shift Assist Pro
- Additional LED Headlights (driving lights)
- US Authority Package
- BMW Electric Siren
- Weather Protection
- Tire Pressure Monitors
- Heated Seat
- Cruise Control
- Installation of Agency Provided Radio

Additional Accessories:

- FMS Standard Emergency Lighting Package
- Fairing Mounted USB Socket
- LED Map Light
- Note Pad Holder
- Radio Power Plug Connector
- Radio "Y" Power Harness
- Radio Speaker Plug
- Radio Quick Mount Plate
- Accessory Connection Plugs
- License Plate Space Kit
- AR Rack Bracket
- Locking AR Mount
- Side Stand Footplate Extension
- PVP Bluetooth Module/Motorola
- Rear Blue ID Lights

**EXHIBIT B**  
**DELIVERY SCHEDULE**

The City shall take delivery of the Goods within one hundred eighty (180) days from the date of execution of this agreement. The Supplier shall make the Goods available for pick up at a mutually agreed upon location, and the City shall be responsible for arranging and completing the pick-up of the Goods within the specified time frame. Any changes to the delivery schedule must be agreed to in writing by both parties.

**EXHIBIT C**  
**FEE SCHEDULE**

<b>ITEM No.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL AMOUNT</b>
1	BMW R 1300 RT-P	2	\$38,609.03	\$77,218.06