



# City of Peoria, Arizona

## Notice of Request for Proposal

Request for Proposal No: **P04-0088** Proposal Due Date: **August 11, 2004**  
 Materials and/or Services: **Motorcycle Leases** Proposal Time: **5:00 P.M. MST**  
 Contact: **Kimberley Benedict**  
 Project No: Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**  
 Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. *Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.* All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

**OFFER**

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

Arizona Transaction (Sales) Privilege Tax License Number 07-693267-X

For clarification of this offer contact:  
Name: Scott Conley

Federal Employer Identification Number: 57-1194651

Telephone: 480-609-1800

BMW Motorcycles of Scottsdale  
Company Name

*David Slepak*  
Authorized Signature for Offer

14780 N Northsight Blvd #100  
Address

David Slepak  
Printed Name

Scottsdale, AZ 85260  
City State Zip Code

General Manager  
Title

**ACCEPTANCE OF OFFER AND CONTRACT AWARD (BY CITY OF PEORIA USE ONLY)**

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1) Request for Proposal issued by the City, 2) Your offer in Response to the City's Request for Proposal, 3) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:  
*Mary Jo Kief*  
Mary Jo Kief, City Clerk

City of Peoria, Arizona Effective Date: Dec. 15, 2004

Approved as to form:  
*Stephen M. Kemp*  
Stephen M. Kemp, City Attorney



CC 541-4C

Contract Number:  
**L 14604**

Contract Awarded Date 12-14-04

*Terrence L. Ellis*  
Terrence L. Ellis, City Manager

Official File \_\_\_\_\_

BANCLEASE ACCEPTANCE CORPORATION

EXHIBIT A - DESCRIPTION OF EQUIPMENT  
 to Leasing Schedule No. 21015, effective as of December 15, 2004  
 MASTER STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT

RE: Master State and Municipal Lease/Purchase Agreement dated 2/19/04 ("Master Lease") between BanCleas Acceptance Corporation ("Lessor") and City of Peoria, Arizona a Municipal Corporation ("Lessee")

Quantity	Description of Leased Equipment (make, Kind, Model No., S/N(s)/VIN, Any Other Pertinent Identification)
12	R 1150 RT-P Motorcycle Includes Radio Box, Protection Bar, Radio Wiring Harness, Control Head, Single Siren Switch with Boot, Triple Headset/Radio, Set Com Rocker, Blue LED Lights-Code 3 LED, Synchronized Flasher, Interfaced LED Emergency Lights with Amber, Blue License Plate ID, Front Gun Mount Radar, Fused Front Radar Plug, BMW Code 3 Siren Amplifier, System City Cases, Black, Case Dividers Saddlebags, Map Light, Notepad Holder, Color, 753 Alpine White-3449gblack, Side TS, R-Side LED, Radio Cable
Vehicle Identification Number(s) / VIN#: (if not completed below, shall be completed by Lessor upon confirmation with Vendor/Lessee)	
1.	WB10499A34ZE94781
2.	WB10499A64ZE94757
3.	WB10499A14ZE94780
4.	WB10499AX4ZE94793
5.	WB10499A24ZE94755
6.	WB10499A44ZE94739
7.	WB10499A34ZE94788
8.	WB10499A54ZE94782
9.	WB10499A24ZE94738
10.	WB10499A54ZE94779
11.	WB10499AX4ZE94759
12.	WB10499A84ZE94758
Vendor: BMW Motorcycles of Scottsdale <span style="float: right;">Contact: Scott Conley</span>	

LOCATION OF EQUIPMENT

ADDRESS: 8850 North 79th Avenue  
 CITY: Peoria COUNTY: Maricopa  
 STATE: Arizona ZIP: 85345

CERTIFICATION

Lessee hereby certifies that the description of the property set forth above constitutes an accurate account of the Equipment as referred to in the Master Lease.

LESSOR: BanCleas Acceptance Corporation

LESSEE: City of Peoria, Arizona a Municipal Corporation

BY: Bruce Orr, President  
Print Name and Title (printed or typed)  
 X Bruce Orr  
Authorized Signature  
 DATE: 12/15/04

BY: Jarrod L. Ellis, City Manager  
Print Name and Title (printed or typed)  
 X Jarrod L. Ellis  
Authorized Signature  
 DATE: 12-15-04  
 ATTESTED BY: Mary Jo Kelly  
Mary Jo Kelly - City Clerk



BANCLEASE ACCEPTANCE CORPORATION

EXHIBIT B - DELIVERY AND ACCEPTANCE CERTIFICATE  
to Leasing Schedule No. 21015, effective as of December 15, 2004  
MASTER STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT

To: BancLease Acceptance Corporation

Reference is made to the Master State and Municipal Lease/Purchase Agreement between the undersigned City of Peoria, Arizona a Municipal Corporation ("Lessee"), and BancLease Acceptance Corporation ("Lessor"), dated this 15 day of December 20, 04 ("Master Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; that all installation or other work necessary prior to the use thereof has been completed; that said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Master Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Master Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial/VIN number for each item of Equipment which is set forth on Exhibit A to the Master Lease is correct.

Acceptance Date: January 18, 2005  
(may be completed by Lessor upon confirmation with Lessee)

This certificate shall not be considered to alter, construe, or amend the terms of the Master Lease

Lessee: City of Peoria, Arizona a Municipal Corporation  
(Municipal Entity)

By: X Terrance L. Ellis  
(Authorized Signature)

Terrance L. Ellis, City Manager  
(Name and Title - printed or typed)



ATTESTED BY: Mary Jo Kief  
Mary Jo Kief, City Clerk

LESSOR: BancLease Acceptance Corporation

BY: [Signature]  
(Authorized Signature)

X [Signature], President  
(Name and Title - printed or typed)

DATE: 1-27-2005



BancLease Acceptance Corp. ("Lessor")  
18333 Preston Road, Suite 200  
Dallas, TX 75252  
Telephone (877) 682-3863  
Fax (214) 675-0721  
www.bancleaseacceptance.com

## Municipal Master Lease

Name and Address of Lessee:

Name and Address of Co-Lessee (if any):

Master Lease Number 21015 dated as of 12/15/04

Name and Address of Corporate Guarantor  
(if any)

City of Peoria, Arizona, a Municipal Corporation  
CO City of Peoria Police Department  
8314 W. Cinnabar Avenue  
Peoria AZ 85345

### MASTER STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT (for use in the State of Arizona)

This Master State and Municipal Lease/Purchase Agreement (the "Master Lease") is made and entered into on this, the 15th day of Dec, 2004 by and between BANCLEASE ACCEPTANCE CORPORATION with offices at 18333 Preston Road, Suite 200 Dallas, Texas 75252 (herein called the "Lessor"), and City of Peoria, Arizona a Municipal Corporation with its principal address at 8314 W. Cinnabar Ave., Peoria AZ 85345 (herein called the "Lessee"), wherein it is agreed as follows:

- LEASE OF EQUIPMENT.** Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in any Equipment Description with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").
- DELIVERY AND ACCEPTANCE.** Lessor has caused the Equipment to be delivered at the locations specified in the respective Equipment Description (the "Equipment Location"). Lessor shall pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in each delivery shall not affect the validity of this Master Lease. Lessee shall accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor preacceptance test period has expired. Lessee shall have no more than thirty (30) days from the date of delivery of the Equipment to accept such Equipment. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, shall have the right to terminate the Leasing Schedule related thereto. Lessee shall evidence its acceptance of the Equipment by executing and delivering to Lessor a delivery and acceptance certificate in the form of Exhibit B to the Initial Leasing Schedule attached hereto and made a part hereof (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to the respective Leasing Schedule and to any other description of the Equipment the serial number of each item of Equipment when available.
- TERM.** This Master Lease shall become effective upon the execution hereof by Lessee and Lessor. The initial term of any Leasing Schedule shall commence on the 1<sup>st</sup> or the 15<sup>th</sup> of the calendar month immediately following the date Lessee executes the Acceptance Certificate (the "Start Date") and shall continue through the end of Lessor's fiscal year containing the Start Date and, unless earlier terminated as expressly provided for in Section 8 hereof, shall be automatically renewed on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term (the "Lease Term").
- RENT.** Lessee agrees to pay to Lessor or any assignee the aggregate of all rental payments as shall have been set forth in schedules (each a "Rental Payment Schedule", to be in substantially the form of the Rental Payments and Amortization Schedule attached as Exhibit C to the Initial Leasing Schedule) in respect of each Leasing Schedule, and on each date set forth in a Rental Payment Schedule shall make payment (a "Rental Payment") in such amounts as is set forth in the Rental Payment Schedules. A portion of each Rental Payment is paid as and represents the payment of interest for such payment due on all Rental Payment Schedules. The Rental Payments shall be payable, without notice or demand, at the office of Lessor (or such other place as Lessor or any assignee may designate in writing, from time to time) and shall commence on the Start Date or as otherwise set forth in the Rental Payment Schedules, and shall be due and payable on the same day of each consecutive month or quarter or semiannual or annual period thereafter (unless otherwise designated on the Rental Payment Schedules) during the Lease Term. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee. Any notice, invoice, purchase orders, quotations or other forms or procedures required by Lessee as a condition precedent to payment shall be fully explained and provided to Lessor or any assignee sufficiently in advance of the payment date for the completion thereof by Lessor or any assignee prior to such payment due date. To the extent permitted by applicable law, whenever any portion of a Rental Payment is received by Lessor or its assignee later than the payment due date, Lessee shall pay Lessor, on demand, as a late charge, the greater of twenty-five dollars (\$25.00) or ten per cent (10%) of such overdue amount, limited however to the maximum amount allowed by law. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, THE RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOVERY FOR ANY REASON WHATSOEVER.
- AUTHORITY AND AUTHORIZATION.** Lessee represents, warrants and covenants that (a) it shall do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) this Master Lease and all Leasing Schedules, (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Master Lease for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of this Master Lease and the Initial Leasing Schedule; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period, and (d) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.
- LESSEE CERTIFICATION.** Lessee warrants and covenants and shall certify prior to the effective date of any subsequent Leasing Schedule that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the related regulations and rulings thereunder; (ii) Lessee's obligation under this Master Lease constitutes an enforceable obligation issued by or on behalf of a state, or political subdivision thereof, such that any interest income derived under this Master Lease and due Lessor or its assignee, including, but not limited to, those amounts designated as interest in the Rental Payment Schedules shall not be includable in the gross income of Lessor, its assignee or any participants with such for the purposes of federal income taxation; (iii) this Master Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) this Master Lease creates, and each subsequent Leasing Schedule when attached hereto will create, a valid security interest in the Equipment; (v) Lessee has the legal capacity to enter into this Master Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (vi) during the Lease Term, the Equipment shall not be used in a trade or business of any other person or entity; (vii) Lessee shall, with respect to the initial Leasing Schedule and any subsequent Leasing Schedule, complete and file on a timely basis, Internal Revenue Service form 8038g or 8038gc, as appropriate, in the manner set forth in Section 149(c) of the Code; and (viii) Lessee's payments under the Master Lease are not guaranteed (in whole or in part) by the United States or any agency or instrumentality thereof.
- APPROPRIATIONS AND ESSENTIAL USE.** Lessee shall not enter into any Leasing Schedule unless it reasonably believes that after taking into account such Leasing Schedule, funds shall be obtainable in an amount sufficient to make all Rental Payments during the Lease Term. It is Lessee's intent to make the Rental Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that: (a) the use of the Equipment is essential to its proper, efficient and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment shall be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.

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**8. NONAPPROPRIATION OF FUNDS.** In the event no funds or insufficient funds are appropriated and budgeted for the acquisition, retention or operation of the Equipment and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the Rental Payments for the Equipment are due under this Master Lease, then Lessee shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor and any assignee of such occurrence. This Master Lease shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the Lessee of any kind, except as to (i) the portions of the Rental Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Master Lease relating to, occurring or arising prior to such termination. In the event of such termination, Lessee agrees to peacefully surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, freight prepaid and tapered to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor or its assignee may exercise all available legal and equitable rights and remedies in retaining possession of the Equipment.

**9. LIMITATION ON WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, AND THAT THE LESSOR HAS RELIED UPON THE EXPERTISE OF LESSEE IN MAKING THESE DETERMINATIONS.**

Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all manufacturer's warranties, if any, that it may have, express or implied, with respect to the Equipment, and Lessee authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, shall be made against the manufacturer. Lessor, at its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 shall not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

**10. TITLE; SECURITY AGREEMENT.** Title in the Equipment is deemed to be in Lessee so long as an Event of Default pursuant to Section 19 below has occurred and/or this Master Lease has not been terminated pursuant to the provisions of Section 8 above. At the instant this Master Lease is terminated in accordance with Section 8 above or upon the occurrence of an Event of Default by Lessee pursuant to Section 19 below, title shall revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of its obligations hereunder, Lessee hereby (a) grants to Lessor a first and prior security interest in any and all rights, title and interest of Lessee in this Master Lease, all Leasing Schedules, the Equipment and in all additions, attachments, accessories, replacements, improvements and substitutions thereto, now or hereafter acquired, together with all rents, issues, income, profit and proceeds thereof, including insurance proceeds, (b) agrees that this Master Lease including all Leasing Schedules may be filed as a financing statement evidencing such security interest, and (c) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. Lessee further agrees that the Uniform Commercial Code shall apply as between the parties hereto and assignees of Lessor.

**11. PERSONAL PROPERTY.** The Equipment is and shall remain, personal property and shall not be deemed to be affixed or attached to real property or any building thereon. If requested by Lessor, Lessee shall, at its expense, furnish to Lessor a landlord or mortgagee waiver with respect to the Equipment.

**12. USE; REPAIRS.** Lessee shall use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessor, at its sole cost and expense, shall maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all re-certification requirements. Lessor shall furnish all needed servicing and parts, which shall become part of the equipment if the equipment is such as is customarily covered by a maintenance agreement.

**13. ALTERATIONS.** Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value shall become part of the Equipment.

**14. LOCATION; INSPECTION.** The Equipment shall not be removed from, or if the Equipment consists of rolling stock, its permanent base shall not be changed from, the Equipment Location without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**15. LIENS AND TAXES.** Lessor shall keep the Equipment free and clear of all liens, taxes and encumbrances except those created under this Master Lease. Lessee shall pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's net income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right but shall not be obligated to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Master Lease Lessee shall, upon demand, reimburse Lessor therefor.

**16. RISK OF LOSS; DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever and no such loss of or damage to the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Master Lease. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair (the proceeds of any insurance recovery shall be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, shall: (a) replace the same with like equipment in good repair, or (b) on the next Rental Payment date pay to Lessor (i) all amounts owed by Lessee under the applicable Leasing Schedule, including the Rental Payment due on such date, and (ii) an amount not less than the balance of the Rental Payments on the Rental Payment Schedule then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment described on a Leasing Schedule, Lessor shall provide Lessee with the pro rata amount of the Rent Payment and the balance of the Rental Payments on the Rental Payment Schedule then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.

**17. INSURANCE.** Lessee shall, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor. The insurance limits shall be in an amount not less than the balance of the Rental Payments then remaining for the Lease Term. Each insurance policy shall name Lessee as an insured and Lessor or its assigns as an additional insured or loss payee as appropriate, and shall contain a clause requiring the insurer to give Lessor or its assignee in least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancelling thereof. The proceeds of any such policies shall be payable to Lessee and Lessor or its assigns, as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee shall deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee shall promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.

**18. INDEMNIFICATION.** In the event that Lessee is not a state or political subdivision thereof, within the meaning of Section 193 of the Code, or if Lessee, whether by its use of the Equipment or by its actions or omissions or by any means whatsoever, causes any interest payment as set forth in the Rental Payment Schedule to be included in Lessor's gross income, Lessee agrees to pay to Lessor, its assignee and any participants with such, an additional amount which, together with the amount of interest to be paid by Lessee under this Master Lease, puts Lessor, its assignee and any participants with such, in the same after-tax position they would have been in had such payment been excluded from the gross income of Lessor, its assignee, or any participants with such, harmless from, any and all claim actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.

**19. EVENTS OF DEFAULT.** The term "Event of Default", as used in this Master Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Master Lease or any Leasing Schedule, and any such failure continues for five (5) days after the due date thereof; (b) either party fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after the giving of written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by either party in this Master Lease, any Leasing Schedule or in any document ever delivered by either party pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by either party, or a receiver or liquidator shall be appointed for either party or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within thirty (30) days after the institution of occurrence thereof; (e) an attachment, levy, or execution is threatened or levied upon or against the equipment; (f) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (g) Lessee shall be in default under any other agreement executed any time with Lessor, its affiliates or Lessor's assignee or under any other agreement or instrument by which it is bound.

**20. REMEDIES.** Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under the applicable Leasing Schedule Lease and all remaining Rental Payments which shall become due during the fiscal period in effect when default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) by written notice to Lessee, request Lessee to fund Lessee agrees that it shall), at Lessee's expense, promptly return the Equipment subject to any or all Leasing Schedules to Lessor in the manner set forth in Section 8 hereof, or Lessor,

at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability for such entry or for damage to property or otherwise. (c) sell any or all of the equipment subject to any or all Leasing Schedules at private or public sale, with or without notice to Lessee or advertisement or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due as of the effective date of such selling, leasing or subleasing, and (ii) for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Master Lease, (ii) recover damages for the breach of this Master Lease, and (iii) terminate this Master Lease as to any or all of the Leasing Schedules.

In addition, Lessee shall remain liable for all covenants and indemnities under this Master Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

21. **EARLY PURCHASE OPTION.** Lessor may, on any Rental Payment Date, with respect to a Leasing Schedule, upon sixty (60) days prior written notice to Lessor, and provided Lessee shall have fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor the applicable amount set forth on any Rental Payment Schedule attached to the applicable Leasing Schedule, whereupon title to the Equipment associated with such Leasing Schedule shall become unconditionally vested in Lessee and Lessor shall transfer any and all of its right, title and interest in such Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor shall warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

22. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee shall not: (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Master Lease, the Initial Leasing Schedule, the Leasing Schedules or the Equipment or any interest in any of the foregoing or (b) sublet or lead the Equipment at permit the Equipment to be used by anyone other than Lessee or Lessee's employees.

Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Master Lease, any Leasing Schedule, the Equipment and any other documents executed with respect to this Master Lease, and/or grant or assign all or any portion or portions of its security interest in this Master Lease, the Leasing Schedules and the Equipment, in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that Lessor or the Assignee shall act as a collection and paying agent for holders of certificates of participation in this Master Lease, or may provide that a third-party trustee or agent shall act as collection and paying agent for any Assignee, provided Lessor receives written notification of the name and address of the trustee or the agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee shall have all of the assigned rights of Lessor under this Master Lease. Subject to the foregoing, this Master Lease shall inure to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Master Lease, any Leasing Schedule or the Equipment shall be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it shall keep a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge, in writing, any assignments if so requested.

**LESSEE AGREES THAT, UPON NOTICE OF ASSIGNMENT, IF SO INSTRUCTED IT SHALL PAY DIRECTLY TO THE ASSIGNEE, OR ITS TRUSTEE OR AGENT, WITHOUT ABATEMENT, DEDUCTION OR SETOFF, ALL AMOUNTS WHICH BECOME DUE HEREUNDER. LESSEE FURTHER AGREES THAT IT SHALL NOT ASSERT AGAINST ANY ASSIGNEE, TRUSTEE OR AGENT ANY DEFENSE, CLAIM, COUNTERCLAIM OR SETOFF ON ACCOUNT OF ANY REASON WHATSOEVER WITH RESPECT TO ANY RENTAL PAYMENTS OR OTHER AMOUNTS DUE HEREUNDER OR WITH RESPECT TO ANY ACTION BROUGHT TO OBTAIN POSSESSION OF THE EQUIPMENT PURSUANT TO THIS MASTER LEASE.**

23. **NATURE OF AGREEMENT.** Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor, and that Lessor neither has nor shall have any equity in the Equipment. It is the agreement of Lessor and Lessee that the aggregate rental payments provided for on any Rental Payment Schedule constitute the purchase price of the related Equipment together with interest on the unauthorized amount thereof over the Lease Term of the Leasing Schedule, that each monthly installment of rent constitutes principal and interest as set forth in the Rental Payment Schedule, which fully amortizes the purchase price of the related Equipment, together with interest, over the term of the Leasing Schedule, and that upon the due and punctual payment of all installments of Rental Payments and other amounts and obligations under the Leasing Schedule, title to the related Equipment shall vest permanently in Lessor as provided in this Master Lease, free and clear of any lien or security of Lessor therein.

24. **NOTICES.** All notices to be given under this Master Lease shall be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been given five (5) days subsequent to mailing.

25. **SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Master Lease.

26. **GOVERNING LAW.** This Master Lease shall be governed by the provisions hereof and by the laws of the state of Texas or in the home state of whoever holds Lessor's interest as it may be assigned from time to time per Section 27. Lessee consents to the jurisdiction and venue of any local or state court located in Collin County, Texas, and any corresponding Federal or Bankruptcy Court district. All legal action by Lessee relating in any way to the Lease or the Equipment shall be commenced solely in a local or state court in and for Collin County, Texas, or the corresponding Federal or Bankruptcy Court. The foregoing forum selection provision shall not prohibit Lessor from pursuing legal recourse in any other court where jurisdiction may be proper. Any lawsuit or counterclaim by Lessee against Lessor must be brought to later than two (2) years from the date of the act or occurrence upon which the same is based.

27. **FURTHER ASSURANCES.** Lessee shall execute or provide, as requested by Lessor any documents and information which are reasonably necessary with respect to the transactions contemplated by this Master Lease. Lessee hereby authorizes Lessor to execute and file on behalf of Lessee and as Lessor's attorney-in-fact such UCC financing and continuation statements as Lessor deems necessary to secure its and/or its assign's interest in the Equipment or this agreement.

28. **ENTIRE AGREEMENT.** This Master Lease, together with the exhibits attached hereto and made a part hereof and other attachments hereto, and other documents or instruments executed by Lessor and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Master Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor.

29. **SEVERABILITY.** Any provision of this Master Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Master Lease.

30. **WAIVER.** The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.

**CHANGELASERANCE CORPORATION**  
ATTESTED BY: *[Signature]*  
APPROVED AS TO FORM: *[Signature]*  
Notary Public - City of Austin  
TEXAS  
NOTARY PUBLIC  
MAY 10 2011  
14604 A

**LEASING SCHEDULE No. 21015 to  
MASTER STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT**

This Leasing Schedule to that certain Master State and Municipal Lease/Purchase Agreement (the "Master Lease") dated as of the 15 day of 12, 2004 by and between BanClease Acceptance Corporation with offices at 18333 Preston Road, Suite 200, Dallas, Texas 75252 (herein called the "Lessor"), and City of Peoria, Arizona a Municipal Corporation with its principal address at 8314 W. Linnabar Avenue, Peoria, AZ 85345 (herein called the "Lessee"), is made by and between the undersigned, and effective as of the date set forth below. The terms and conditions of the Master Lease are hereby incorporated herein by reference. Unless otherwise indicated, all capitalized terms, when used herein, which are defined in the Master Lease are intended to have the same meaning as when used therein.

1. Lessee hereby authorizes Lessor to acquire the Equipment identified on Exhibit A hereto.
2. In addition, Lessee hereby (a) agrees to lease such Equipment from Lessor effective on the Start Date, and (b) agrees to pay Lessor the rent, in the amounts and at the times specified in Exhibit C hereto, all as provided in the Master Lease.
3. Lessee will take no action that would cause the interest portion of the Rental Payments to become includable in gross income of the owners for federal income tax purposes under the Code and the Lessee will take all affirmative actions necessary to ensure that the interest portion of the Rental Payments does not become includable in gross income of the owners for federal income tax purposes, including without limitation, the calculation and payment of any rebate required under Section 149(f) of the Code.
4. Lessee hereby represents and warrants that all representations, warranties and covenants made by Lessee in the Master Lease (including but not limited to those contained in Section 6 thereof), are true and correct and in full force and effect on the date hereof as if made on the date hereof.

LESSOR: **BanClease Acceptance Corporation**

LESSEE: **City of Peoria, Arizona a Municipal Corporation**

BY: Bruce Orr, President  
Name and Title (printed or typed)  
X [Signature]  
Authorized Signature  
DATE: 12/30/04

BY: Terrence L. Ellis, City Manager  
Name and Title (printed or typed)  
X [Signature]  
Authorized Signature  
DATE: 12-30-04

ATTESTED BY: Mary Jo Kelly, City Clerk  
[Signature]  
Mary Jo Kelly, City Clerk  
[Seal of City of Peoria, Arizona]

**ESSENTIAL USE/SOURCE OF FUNDS LETTER  
to Leasing Schedule No. 21015, effective as of 12/15, 2004  
MASTER STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT**

RE: Master State and Municipal Lease/Purchase Agreement dated 12/14/04 between BanClease Acceptance Corporation ("Lessor") and City of Peoria, Arizona a Municipal Corporation ("Lessee")

BanClease Acceptance Corporation  
18333 Preston Road, Suite 200  
Dallas, Texas 75252

Gentlemen:  
This confirms and affirms that the Equipment described in the Master State and Municipal Lease/Purchase Agreement referred to above (the "Master Lease") is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows: Police Department  
Motorcycle Patrol

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is Three (3) years.

Our source of funds for payments of the rent due under the Master Lease for the current fiscal year is 1000-1020-524505

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons: funds for current fiscal year already budgeted; funds for future years anticipated and will be budgeted as needed.

Lessee: City of Peoria, Arizona a Municipal Corporation  
(Municipal Entity)  
By: X [Signature]  
(Authorized Signature)  
Terrence L. Ellis, City Manager  
(Name and Title - printed or typed)  
Date: 12-30-04  
ATTESTED BY: [Signature]  
Mary Jo Kelly, City Clerk  
APPROVED AS TO FORM: [Signature]  
Stephen M. Krump, City Attorney

BANCLEASE ACCEPTANCE CORPORATION

EXHIBIT C to  
Leasing Schedule No. 21015, effective as of 12/15, 20 04  
MASTER STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT

RE: Master State and Municipal Lease/Purchase Agreement dated 12/15/04 ("Master Lease") between BanCleasE Acceptance Corporation ("Lessor") and City of Peoria, Arizona a Municipal Corporation ("Lessee")

RENTAL PAYMENT SCHEDULE

Payment No.	Payment Amount
36	5418.77

END OF LEASE TERM PURCHASE OPTION

Lessor hereby agrees that if Lessee maintains its account with Lessor in good order and makes prompt and timely payments, after all sums owed to Lessor have been paid in full, Lessee may purchase the above Equipment "AS IS", "WHERE IS" at the end of the term for:

(Check one applicable box. If no box is checked or more than one box is checked, the Fair Market Value Purchase Option will apply.)

- Fixed Price Purchase Option of \$ \_\_\_\_\_; or
- Fair Market Value Purchase Option, not less than 15% of total cash price
- Fixed Price Purchase Option of \_\_\_\_\_ % of the Total Cash Price; or
- Other: \_\_\_\_\_

plus any applicable taxes and fees.

Lessee: City of Peoria, Arizona a Municipal Corporation  
(Municipal Entity)

By: *Terrance L. Ellis*  
(Authorized Signature)

Terrance L. Ellis, City Manager  
(Name and Title - printed or typed)

DATE: 12/30/04

ATTESTED BY: *Mary Jo Kier*  
Mary Jo Kier - City Clerk  
APPROVED AS TO FORM: *Stephen M. Kemp*  
Stephen M. Kemp - City Attorney



LESSOR: BanCleasE Acceptance Corporation

BY: *Bruce Orr*  
(Authorized Signature)

x *Bruce Orr, President*  
(Name and Title - printed or typed)

DATE: 12/30/04



# City of Peoria

8401 West Monroe Street, Peoria, Arizona 85345

## BANCLEASE ACCEPTANCE CORPORATION

### EXHIBIT D to MASTER STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT

Date Dec. 15 2004

#### OPINION OF COUNSEL

RE: Leasing Schedule No. 21015, effective as of December 15, 2004, to the Master State and Municipal Lease/Purchase Agreement dated <Date> ("Master Lease") between BanCleasE Acceptance Corporation ("Lessor") and City of Peoria, Arizona a Municipal Corporation ("Lessee")

Gentlemen:

As counsel for Lessee, I have examined duly executed originals of the Master Lease and the proceedings taken by the Lessee to authorize and execute said Master Lease. Based upon such examination as I have deemed necessary and appropriate, I am of the opinion that:

1. Lessee is a duly created and validly existing state or fully constituted political subdivision or agency of the State of Arizona ("State") and has the power and authority to enter into the Master Lease and carry out the terms thereof
2. The interest component of the Rental Payments qualifies for exemption from federal income taxes by Lessor under Section 103 of the Internal Revenue Code of 1986, as amended and the related regulations and rulings thereunder.
3. The execution, delivery and performance by the Lessee of the Master Lease have been duly authorized by all necessary action on the part of the Lessee. All applicable bidding and budgeting requirements have been complied with. I have attached to my opinion copies of any resolutions adopted by the Lessee relating to the Master Lease.
4. The Master Lease is a governmental purpose obligation and constitutes a legal, valid and binding deferred payment obligation of the Lessee, enforceable in accordance with its terms and does not constitute a debt of Lessee under the laws of the State of Arizona. In the event Lessor obtains judgment against Lessee for money damages in connection with the Master Lease, Lessee will be obligated to pay such judgment.
5. The Master Lease is in accordance with and does not violate the usury statutes of the State.
6. The Equipment (as defined in the Master Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.
7. No litigation is pending or to the best of my knowledge threatened in any court or other tribunal, state or federal, relating to the validity of the Master Lease
8. The signature of the official of Lessee which appears on the Master Lease and the attached documents is true and genuine; I know him/her to hold the office set forth below his/her name. Such official is duly authorized to execute the Master Lease and the attached documents. I have attached hereto a copy of such authorization
9. The current fiscal period of Lessee ends on June 30, 2004; the next succeeding fiscal period of Lessee ends on June 30, 2005
10. This opinion may be relied upon by you and your assigns.

Very truly yours,

[Signature]  
(Counsel for Lessee)

By: X \_\_\_\_\_

EXHIBIT E to  
MASTER STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT

CERTIFICATE OF RESOLUTIONS AND INCUMBENCY

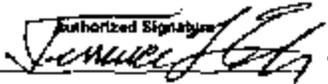
I, Mary Jo Kiel, do hereby certify that I am the duly elected, or appointed and acting Secretary/Clerk of the City of Peoria, Arizona a Municipal Corporation, an agency duly organized and existing under the laws of the State of Arizona (the "Lessee"), and that the following resolutions have been presented to and duly adopted by the City of Peoria, Arizona a Municipal Corporation at a meeting duly and regularly held and convened in accordance with applicable law on the 14th day of December 2004.

WHEREAS, the Lessee is entering a Master State and Municipal Lease/Purchase Agreement ("Master Lease") dated 12/15, 2004 with BanCleasE Acceptance Corporation,

NOW, THEREFORE, be it RESOLVED, that the Lessee be, and hereby is, authorized to enter into the Master Lease with BanCleasE Acceptance Corporation for a period of 36 months, and be it further

RESOLVED, that an official of the Lessee be, and hereby is, authorized, empowered and directed to sign on its behalf the Master Lease and any addenda, schedules, notes, UCC financing statements or other instruments issued under the provision of the Master Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Master Lease.

I further certify that (i) the individuals named below are the duly elected or appointed officers of the Lessee, holding the offices set forth opposite their respective names, (ii) the signatures set opposite their respective names and titles are true and authentic signatures and (iii) such officers have the authority on behalf of the Lessee to enter into all documentation connected with the Master Lease.

Name	Title	Authorized Signature
<u>Terrence L. Ellis</u>	<u>City Manager</u>	
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto this 30<sup>th</sup> day of Dec, 2004.



Lessee: City of Peoria, Arizona a Municipal Corporation  
(Municipal Entity)

By: Mary Jo Kiel  
(Signature of Secretary/Clerk)  
(IF AUTHORIZED SIGNER OF DOCUMENTS IS SECRETARY OR CLERK, PLEASE HAVE THIS SECTION EXECUTED BY A DIFFERENT BOARD MEMBER)

Mary Jo Kiel, City Clerk  
(Name and Title - printed or typed)

Date: 12-30-04

**BANCLEASE ACCEPTANCE CORPORATION**

**INSURANCE COVERAGE**

Pursuant to Section 17 of the Master State and Municipal Lease/Purchase Agreement, it is required that insurance coverage be maintained and updated throughout the term of the lease. PRIOR to funding the Vendor, an original Certificate of Insurance or Self-Insurance Letter must be provided to Lessor with the following information:

- 1) Insurance Agency - Name of Agency, Address and Phone Number
- 2) Insurance Company - The full name of the company who holds the coverage.
- 3) Insured Name - Lessee Name and Address
- 4) Property Damage Coverage -
  - a) "All Risk" Physical Damage Insurance
  - b) Include Policy Number, Effective Date and Expiration Date
  - c) BanCleasE Acceptance Corporation and/or its Assigns named "Loss Payee"
  - d) Endorsement giving 30 days written notice of any changes or cancellationLIMITS: The full replacement value of the equipment.
- 5) General Liability Coverage -
  - a) Include: Policy Number, Effective Date and Expiration Date
  - b) BanCleasE Acceptance Corporation and/or its Assigns named "Additional Insured"
  - c) Endorsement giving 30 days written notice of any changes or cancellation.
  - d) LIMITS: Bodily Injury - \$1,000,000.00 per occurrence  
Property Damage - \$250,000.00 per occurrence  
Combined Single Limit - \$1,000,000.00 per occurrence
  - e) Include: Product and/or completed operations, and blanket contractual liability.
- 6) The Certificate Holder should be named as follows:  
BanCleasE Acceptance Corporation and/or its assigns  
18333 Preston Road, Suite 200  
Dallas, TX 75252

FOUR SELF-INSURANCE A letter needs to be typed on the Lessee's Letterhead and addressed to BanCleasE Acceptance Corporation and/or its Assigns. It needs to be signed by an authorized official of the Lessee, referring to the Master Lease, and including information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

ACKNOWLEDGED AND AGREED: City of Peoria, Arizona a Municipal Corporation ("Lessee")

BY: X

*Terrence L. Ellis*

DATE:

*12-30-04*

TITLE: Terrence L. Ellis, City Manager

ATTESTED BY:

*Mary Jo Kemp*  
Mary Jo Kemp - City Clerk

APPROVED AS TO FORM

*Stephen M. Kemp*  
Stephen M. Kemp - City Attorney



**L COR 14604 A**

## Patriot Act Notification

By signing below, each individual undersigned below acknowledges receipt of notification of identification information required by federal law per The USA Patriot Act. Everything stated below is true and correct to the best of my/our knowledge. You are hereby authorized to verify any and all information and identifying documents that I/we have provided to you. It is understood that you may require investigating and identifying the business and will retain this document as required by law and regulations.

**Credit Applicant:** City of Peoria, Arizona a Municipal Corporation

NAME Terrence L. Ellis  
Last, First, Middle, Suffix

DL# N/A Driver's License No. or Other Form of ID      DOB N/A Date of Birth

ADDRESS N/A Address      CITY/STATE/ZIP N/A

ADDRESS 8401 W. Monroe Alternate or Mail Location      CITY/STATE/ZIP Peoria, Az 85345

PHONE N/A Residence Phone      PHONE N/A Mobile Phone

SIGNATURE *Terrence L. Ellis*      DATE 12-30-04

NAME Mary Jo Kuef  
Last, First, Middle, Suffix

DL# N/A Driver's License No. or Other Form of ID      DOB N/A Date of Birth

ADDRESS N/A Address      CITY/STATE/ZIP N/A

ADDRESS 8401 W. MONROE Alternate or Mail Location      CITY/STATE/ZIP Peoria, Az 85345

PHONE N/A Residence Phone      PHONE N/A Mobile Phone

SIGNATURE *Mary Jo Kuef*      DATE 12-30-04



NAME \_\_\_\_\_  
Last, First, Middle, Suffix

DL# \_\_\_\_\_ Driver's License No. or Other Form of ID      DOB \_\_\_\_\_ Date of Birth

ADDRESS \_\_\_\_\_ Physical Residence Location      CITY/STATE/ZIP \_\_\_\_\_

ADDRESS \_\_\_\_\_ Alternate or Mail Location      CITY/STATE/ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ Residence Phone      PHONE \_\_\_\_\_ Mobile Phone

SIGNATURE \_\_\_\_\_      DATE \_\_\_\_\_

**ACORD - CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
12/06/04

<b>PRODUCER</b> Mesrow Insurance Services 350 N. Clark Street-4th Floor Chicago, IL 60610	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> City of Peoria 8401 W. Monroe Street Peoria, AZ 85345	<b>INSURER A:</b> St Paul Companies - Chicago	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

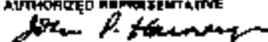
**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

FORM ADD'L LTR. INSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PPD Ded:500000 GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GP06301403	07/01/04	07/01/05	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (EA ACCIDENT) \$100,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	GP06301403 \$5000 Comp/Coll. Deductibles	07/01/04	07/01/05	COMBINED SINGLE LIMIT (EA accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ADD \$ AGG \$
A	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000  <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	GP06301403	07/01/04	07/01/05	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$ WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

BancLease Acceptance Corporation and/or its assigns is named as an additional insured/loss payee with respects to 12 leased BMW police motorcycles.

<b>CERTIFICATE HOLDER</b> BancLease Acceptance Corporation and/or its assigns 18333 Preston Road, Ste 200 Dallas, TX 75252	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	---

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

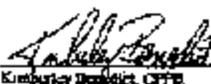
The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

	<b>SOLICITATION AMENDMENT</b>	<b>Materials Management                  Procurement</b> 8314 West Cinnabar Avenue Peoria, Arizona 85345-6500 Telephone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation No: P04-0088 Description: Motorcycle Leases Amendment No: One (1) Solicitation Due Date: August 11, 2004 Solicitation Due Time: 5:00 p.m. MST	Buyer: Kimberley Benedict

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

1. The specifications called out in the Request for Proposal were based on a Harley Davidson police motorcycle. It is not the intent of the City to have proprietary specifications. It is the intent of the City of Peoria to lease police motorcycles to be used to enforce traffic laws. The City will accept proposals for motorcycles equivalent to the specifications and which meet the following requirements:
  - A. It is intended that the manufacturer in the selection of components will use materials and design practices that are the best available in the industry for the type of operating conditions to which the motorcycle will be subjected. Frame, engine, transmission, drive train, suspension, wheel, tire and other component parts of the motorcycle shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification.
  - B. Motorcycles offered in compliance with this specification shall be manufacturer's standard police models. Police accessories shall be engineered and designed, or certified, by the manufacturer of the motorcycle to be compatible with all other components, give dependable service and not degrade its handling characteristics or appearance.
2. Proposals shall include a comparison of the specifications listed for the model being offered.

*All other provisions of this Solicitation shall remain in their entirety*

Vendor hereby acknowledges receipt and agreement with the amendment.  <hr/> Signature: _____ Date: _____ Scott Conley, Authority Sales <hr/> Typed Name and Title BMW Motorcycles of Scottsdale <hr/> Company Name 14870 N Northsight Blvd #100 <hr/> Address Scottsdale, AZ 85260 <hr/> City State Zip	The above referenced Solicitation Amendment is hereby Executed  July 26, 2004  at Peoria, Arizona   Kimberley Benedict, CPTD Buyer
---	--



## BMW Motorcycles of Scottsdale



November 10, 2004

Ms. Kimberley Benedict, CPPB  
Buyer  
City of Peoria  
Materials Management Procurement  
8314 West Cinnabar Avenue  
Peoria, AZ 85345-6560

Re: Solicitation No.: P04-0088, Motorcycle Leases

Dear Ms. Benedict,

BMW Motorcycles of Scottsdale is pleased to present the following information in response to your letter of November 2, 2004. Since our initial proposal, the leasing company, Texas Capital, has decided to no longer underwrite municipal leases. We have discussed the issue at length with BMW NA. They have established a new relationship with BancLease Acceptance Corporation and we have found their proposal to be the most cost effective. We also obtained other competitive quotes, but few companies have experience with residual values on police motorcycles, thus their lease rates were higher. The lease agent with BancLease has worked with BMW in the past and knows their quality and resale value. He was therefore more aggressive in his proposals.

I should note that there have been obvious changes to pricing since the original bid. We have included the sales/use tax into this proposal as well as documented the changes to the final build list. I did have a follow up discussion with Sgt. Collier and it was decided to exclude the original specification for light poles. This combined with BMW's new lower pricing on emergency lights reduced the pricing to a point where we absorbed the new product additions. I have attached a new profile sheet for your review. We have not built the new Arizona Ticket Book Boxes, thus they are not available yet and we cannot include in this proposal. We will provide the City of Peoria a preferred price when available.

Dealership Address  
14870 N. Northlight Blvd, Ste 100  
Scottsdale, AZ 85260

Telephone  
(480) 609-1800

Facsimile  
(480) 609-1801

E Mail  
scott@bmwusa.com

Website  
[www.bmwmotorcyclesofscottsdale.com](http://www.bmwmotorcyclesofscottsdale.com)

The revised R1150RT-P Cost is \$18,245.00. Since this is an operating lease, BancLease collects sales/use tax monthly with the lease payment. Therefore sales tax is not added in the total cost. It is reflected in the pricing sheets you requested.

The leasing prices have changed based on the total delivery price adjustment. It is also influenced by the lease provider as their residual values are not as high as the previous vendor quoted.



You will see an additional leasing expense per month over the original quote. I do not know your budgeted funds for lease cost, but because of the changes I have added in a proposal for a 36 Month Lease. You will see that the unit has little depreciation in second to third years, thus your impact for the additional year is only \$21,911.04. That is a significant savings over the preceding annual cost. This is calculated with overall lease term periods. Keep in mind that BMW offers a 39 month, unlimited mileage manufacturer warranty. In the third year the units would still be in warranty. I have attached the actual quote from BancLease to us. You can see the various options available and we are providing these to you at our cost. I believed the additional cost issues warranted sending you this option. I have also attached your requested Peoria Bid Cost Sheets. They will reflect the following lease cost:

**24 Month Lease Period**

(Peoria turns in units, with option to buy at Fair Market Value)  
\$607.00/month/unit (@12 units = \$7,284.00 / month)  
(sales|use tax @ \$48.26/month/unit)

**36 Month Lease Period**

(Peoria turns in units, with option to buy at Fair Market Value)  
\$451.65/month/unit (@12 units = \$5,419.80 / month)  
(sales|use tax @ \$35.91/month/unit)

**Excess Mileage Charges**

The original solicitation included a projection of 8,000 miles per year per motorcycle. As we have discussed, because the City of Peoria is considering a short term lease, we wanted to make sure that the motorcycles are operated within your specification. To make this even more flexible, we are extending the mileage to 10,000 per year, a 25% increase, and waiving any excess depreciation for mileage within that limitation. BMW Financial Services offers consumer leases for BMW Motorcycles. We will adopt their published excess mileage schedule and BMW Motorcycles of Scottsdale and BancLease will invoice at \$0.20/mile for usage above the 10,000 miles per year agreement. This ensures that we have a marketable product for the projected residual that we based the leases on. Mileage on all the units will begin on date of delivery. Excess charges will assist us in recovering differences for motorcycles worth less than anticipated. If for some reason a motorcycle is discontinued in service early, the mileage will be considered on a daily prorated formula for days in service versus 10,000 miles per year.



### **BMW Motorcycle Instructor School**

#### **California Highway Patrol**

Sgt Todd Upton  
916-376-3417  
Officer Michael Cardoza  
916-376-3419  
Sacramento, CA

They offer a three (3) day Instructor School, but it requires that the attendee have completed their ten (10) day basic school. They are currently revising the 2005 schedules and fees, but the following is expected to be approved.

#### **Basic School**

(usually offered once per month)  
\$1700 (includes course, meals and lodging)  
January 3 - 13, 2005

#### **Instructor School**

(usually offered once per quarter)  
\$380 (includes course, meals and lodging)  
January 25 - 27, 2005

#### **North Carolina Highway Patrol**

Sgt Crider  
919-662-4430

They do not have a 2005 school scheduled to date. They offer a two week basic school that includes high speed pursuit techniques and other riding skills development modules. They have not had their Instructor School POST approved yet. I would suggest having one of the officers or commanders call hi to develop ongoing communications for future programs.

#### **Sacramento County Sheriff's Office**

Lt. Bill Myers  
916-228-3858

I previously sent you material for this agency. They have not established the 2005 schedule as of yet. There are no further classes this year, but they expect to renew the program early in 2005.

### **End of Lease Returns**

We have modified the document to hopefully meet your expectations. Please see the following for our new language.



## **Conditions of Leased R1150RT-P End of Lease Returns**

**General Terms:** Motors are to be returned in good working condition, currently serviced with all routine maintenance and accident damage repairs completed using original BMW parts and approved BMW repair procedures. These motors should be resalable as returned, and should not require additional repairs or reconditioning. The cost of repairs necessary to correct deficiencies will be deducted from the buy-back amount prior to issue of buy-back payment.

### **Specific Clarification:**

1. All agency-installed equipment must be removed, with original equipment restored (if previously removed) and in full operating condition prior to returning unit.
2. Additional holes or modifications to the motorcycle resulting from the removal of additional agency installed equipment will result in the replacement of the modified parts involved, if those modifications either detract from the physical appearance or in any way change the performance specification, safety or BMW's ability to resell the motor.
3. All scheduled maintenance as well as repairs should be performed prior to returning unit, using original BMW parts. All wear parts, such as brake pads, brake rotors, cables, wheels, ball joints, etc., must be within BMW wear specification. Tires must be above minimum wear, no plugs or damage, and must be BMW approved run-flat models.
4. Paint & bodywork should be in good condition (minor flaws accepted). No cracked panels or scratches beyond minor surface scratches will be accepted.
5. Protection bars must not be bent, though surface contact scratches are acceptable and expected.
6. City cases (saddlebags) should have no broken components.
7. Seats should be in good shape with no holes or tears.
8. Windshield should be free of discoloration, gouges, chips or cracks. Minor surface polishing swirls are acceptable. Normal wear and minor flaws are acceptable.
9. All mechanical problems, including warranty repairs, must be completed prior to returning motor (such as ABS, oil leaks, drive train, lighting, etc.).
10. Clutch must be in good working condition, capable of holding full-throttle acceleration in high gear.



### **Delivery**

In the original bid you requested a 30 day delivery and we stated 45 days. BMW NA has stated that we are committed to meeting the City of Peoria's expectations and our dealership wants to do the same. If these were in our stock and here, I could make an absolute promise for the 30 days. However, these are in inventory in California and they need to be built, quality tested, shipped, then re-checked here before we deliver. With the upcoming holidays in November and December, we are wary of unexpected delays by shippers or others involved and outside of our control. A delivery with in 45 days however is absolutely achievable.

We believe this addresses your additional inquiries. If you need further information or clarifications please call me.

Sincerely,

A handwritten signature in black ink that reads "Scott M. Conley". The signature is written in a cursive, flowing style.

Scott Conley  
Authority Sales  
BMW Motorcycles of Scottsdale

Enclosure: BMW Motorcycles of Scottsdale R1150RT-P Updated Profile  
City of Peoria Pricing Sheets  
BanLease Master Agreement  
BanLease Proposal and Application

# R 1150 RT-P Motor Profile Sheet



Department: Peoria Police Department  
 Address: 8314 W Cinnabar Avenue  
 City: Peoria State: AZ Zip: 85345  
 Contact: Kimberley Benedict  
 E-Mail: kimberfb@peoriaaz.gov  
 Selling Retailer: BMW Motorcycles of Scottsdale - Scott Conroy - Authority Sales 480-502-1800 - Fax 480-502-1801

\$ 15,348.00

Radio / Release: Brand	Date Released:	
Antenna Mounting:	<input checked="" type="checkbox"/> Radio Box <input checked="" type="checkbox"/> Protection Bar (included in base price) <input type="checkbox"/> CHP Low Band Chrome Rear Mount (\$195) <input type="checkbox"/> 800 MHz Plate (\$27)	
Radio Options	<input checked="" type="checkbox"/> Radio Wiring Harness (\$12) <input type="checkbox"/> Motorola Control Head Sunvisor (\$56) <input type="checkbox"/> Power Management Module (\$89) Radio Speaker Out Connection Point: <input type="checkbox"/> Radio Box <input checked="" type="checkbox"/> Control Head	
PTT Switches:	<input checked="" type="checkbox"/> Single Siren Switch w/Boot (\$17) x <u>3</u> (minimum one required for siren) (Switch holders remaining on below are w/o push button switches above)	\$ 51.00
Headset / Radio Interlocks	<input type="checkbox"/> Single (\$17) <input type="checkbox"/> Dual (\$22) <input checked="" type="checkbox"/> Triple (\$28) <input type="checkbox"/> PVP (\$28) <input type="checkbox"/> CHP (\$26) <input type="checkbox"/> Set Com PTT (\$22) <input checked="" type="checkbox"/> Set Com Rocker (\$35)	\$ 28.00 \$ 35.00
Front Lights:	<input checked="" type="checkbox"/> Red <input type="checkbox"/> Amber <input checked="" type="checkbox"/> Blue <input type="checkbox"/> White <input type="checkbox"/> Strobe <input type="checkbox"/> CS-2 <input type="checkbox"/> GH-2 <input type="checkbox"/> PAR38S <input type="checkbox"/> PAR38H <input type="checkbox"/> Code 3 LED <input checked="" type="checkbox"/> LED <input type="checkbox"/> Code 3 LED - color blue = \$48 / color white = \$78 per light head	\$ 45.00
Side Lights:	Front <input checked="" type="checkbox"/> Red <input type="checkbox"/> Amber <input checked="" type="checkbox"/> Blue <input type="checkbox"/> White F/Slide Strobe or LED (\$275) <input type="checkbox"/> Strobe <input type="checkbox"/> Series 43 <input checked="" type="checkbox"/> Code 3 LED <input type="checkbox"/> Code 9 Duplex LED F/Slide Duplex LED (\$525) Rear <input checked="" type="checkbox"/> Red <input type="checkbox"/> Amber <input checked="" type="checkbox"/> Blue <input type="checkbox"/> White <input type="checkbox"/> Amber Wide-Optic™ <input type="checkbox"/> Code 3 LED - color blue = \$48 / color white = \$78 per light head R/Slide LED (\$240) <input checked="" type="checkbox"/> H/ Single LED's <input type="checkbox"/> Code 3 Duplex LED - color blue = \$160 / color white = \$185 per light head	\$ 275.00 \$ 285.00
Rear Lights:	<input checked="" type="checkbox"/> Red <input type="checkbox"/> Amber <input checked="" type="checkbox"/> Blue <input type="checkbox"/> White Duplex LED* (\$250) <input type="checkbox"/> Strobe <input type="checkbox"/> Series 500 <input type="checkbox"/> Series 7 <input checked="" type="checkbox"/> Code 3 <input type="checkbox"/> Code 3 Duplex <input checked="" type="checkbox"/> LED <input type="checkbox"/> Code 3 LED - color blue = \$48 / color white = \$78 per light head <input type="checkbox"/> Code 3 Duplex LED - color blue = \$100 / color white = \$185 per light head	\$ 45.00
Pole Light:	<input type="checkbox"/> Red <input type="checkbox"/> Blue <input type="checkbox"/> Amber (\$170)	
Power Supplies / Flashers:	<input type="checkbox"/> Strobe 4 x 75W or <input type="checkbox"/> 6 x 60W \$ included in base price of siren pkg. (75000-4204) <input type="checkbox"/> Strobe 6 x 90W widebeam - most popular upgrade for strobe system (\$105) (330-4204) <input type="checkbox"/> Strobe 2 x 40W - used with strobe pole light combined with wLED lights (\$75) <input checked="" type="checkbox"/> Synchronized Flasher - LED's - optional LED controller w/photo eye (\$97)	\$ 97.00
Side Turn Signals:	<input type="checkbox"/> CHP semi-spherical amber incandescent lights w/relay (\$100) <input checked="" type="checkbox"/> Interfaced LED Emergency Lights w/Amber W/D TS LED's (see above) (\$65)	\$ 85.00
License Plate ID:	<input checked="" type="checkbox"/> Blue <input type="checkbox"/> Red <input type="checkbox"/> Red LED (\$30 pair) <input type="checkbox"/> Red LED Brake/Tail Light (\$65)	
Radar Options:	Moving Radar: <input type="checkbox"/> Display Head M1 (\$37) <input type="checkbox"/> Front Antenna M1 (\$50) <input type="checkbox"/> Rear Antenna M1 (\$35) <input type="checkbox"/> Remote Control ML (\$20)	
Brand: <u>Talon</u> Model: _____	<input checked="" type="checkbox"/> Front Gun Mount (\$97) Custom Talon / MPH 7-Series / MPH K15 / LTI 20-20 Laser Gun <input type="checkbox"/> Rear Gun Mount (\$97) Custom Pro Laser 3 / Stalker Laser <input checked="" type="checkbox"/> Fused Front Radar Plug (\$42) <input type="checkbox"/> Rear Radar Plug (\$29)	\$ 97.00 \$ 42.00
Siren Amplifier:	<input checked="" type="checkbox"/> BMW / Code 3 <input type="checkbox"/> PA Microphone (\$95)	
Saddlebags:	<input type="checkbox"/> System City Cases <input type="checkbox"/> System Cases (large) Lid Color: <input checked="" type="checkbox"/> Black <input type="checkbox"/> Painted Lids <input type="checkbox"/> Case Dividers (\$29 each system case)	\$ 58.00
Other Options:	<input checked="" type="checkbox"/> Map Light (\$74) <input checked="" type="checkbox"/> Notepad Holder (\$26) <input type="checkbox"/> Rocker Cover Protectors (\$67) <input type="checkbox"/> Rear Shotgun Mount (\$40) <input type="checkbox"/> Flashlight Holder (\$60) <input type="checkbox"/> Motor Cover (\$75) <input type="checkbox"/> Pelican M11 Flashlight (\$135) <input type="checkbox"/> Flashlight / Baton Holder (\$77) <input type="checkbox"/> Decals (\$N/C) <input type="checkbox"/> Tire Gauge (\$29) <input type="checkbox"/> Radio Box Softbag (\$74) <input type="checkbox"/> Chrome Valve Covers (\$327) <input type="checkbox"/> Repair Manual CD (\$82) <input type="checkbox"/> Headlight Strobe (\$69) <input type="checkbox"/> Ticket Book Box (\$80) <input type="checkbox"/> X-Tail Shield (\$147) <input type="checkbox"/> GS Handlebar Mirrors (\$63) <input type="checkbox"/> Charger-Gel (\$48)	\$ 100.00 N/C
Motorcycle Color:	<input type="checkbox"/> Special Order (\$400) <input type="checkbox"/> CHP White Fairing Side Panels (\$60) (only when assembled by A & S BMW) <input checked="" type="checkbox"/> 753 Alpine White 3 / Nightblack <input type="checkbox"/> 751 Alpine White 3	
Additional Options / Changes:	[*No Reverse Decals on Front] Black Wool Comfort Seat * (only sold at this price with motorcycle purchase - regular price \$188.00) BMW Certified Technical Build & PDI	\$ 69.00 \$ 699.00
Outfitter Assembly:	Basic package including front side lights, notepad, maplight, flashlight holder (\$698) <input checked="" type="checkbox"/> Side TS (\$38) <input type="checkbox"/> Strobe Pole (\$26) <input checked="" type="checkbox"/> Radio Cable (\$38) <input type="checkbox"/> Full Radio (\$375) <input type="checkbox"/> PVP Kit (\$75) <input checked="" type="checkbox"/> R-Side LED (\$35) <input type="checkbox"/> Stalker Waterproof Head (\$105) <input type="checkbox"/> Full Stalker or Custom Moving Radar (\$188) <input type="checkbox"/> H/L Strobe (\$76) <input type="checkbox"/> Custom MotorEye Video System (\$188) <input type="checkbox"/> Shotgun (\$38) <input type="checkbox"/> Skid Plate (\$19)	\$ 76.00 \$ 38.00

BMW Scottsdale Authority Program Discount \$ (200.00)

**Total Retailer Invoice Price: \$ 15,245.00**

Arizona State and Scottsdale Tax \$

**Total Retailer Delivered Price: \$ 15,245.00**

Revised Form Date: 7/22/04

Item	Description of material and/or services and Pricing																					
1.	<p>Solo, Certified, Traffic Law Enforcement Motorcycle Lease, Model Year 2005 or newer 12 motorcycles for 24 months (estimated mileage per year per motorcycle is 8,000)</p> <p>Brand Name: R1150RT-P      Manufacturer: BMW      Year: 2004</p> <p>12/motorcycles @ \$ 607.00 /month - \$ 7,284.00      X 24/months - \$ 174,816.00 Sales/Use tax \$ 13,898.88</p> <p><b>Total 2-Year Lease Cost for 12 Motorcycles \$ 188,714.88</b></p>																					
2.	<p>Pickup / Delivery charge for motorcycles requiring maintenance \$ 0.00 /round trip (charge should include both pickup and delivery)</p>																					
3.	<p>Amount due at Lease Signing (please itemize costs below):</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">First month's lease</td> <td style="width: 10%; text-align: right;">\$ 607.00</td> <td style="width: 10%;">X 12/Ea = \$ 7,284.00</td> </tr> <tr> <td>BancLease Documentation Fee</td> <td style="text-align: right;">\$ 100.00</td> <td>X 1/Ea = \$ 100.00</td> </tr> <tr> <td>_____</td> <td style="text-align: right;">\$ _____</td> <td>X 12/Ea = \$ _____</td> </tr> <tr> <td>_____</td> <td style="text-align: right;">\$ _____</td> <td>X 12/Ea = \$ _____</td> </tr> <tr> <td>_____</td> <td style="text-align: right;">\$ _____</td> <td>X 12/Ea = \$ _____</td> </tr> <tr> <td>_____</td> <td style="text-align: right;">\$ _____</td> <td>X 12/Ea = \$ _____</td> </tr> <tr> <td><b>Total Amount Due at Lease Signing:</b></td> <td></td> <td style="text-align: right;"><b>\$ 7,384.00</b></td> </tr> </table>	First month's lease	\$ 607.00	X 12/Ea = \$ 7,284.00	BancLease Documentation Fee	\$ 100.00	X 1/Ea = \$ 100.00	_____	\$ _____	X 12/Ea = \$ _____	_____	\$ _____	X 12/Ea = \$ _____	_____	\$ _____	X 12/Ea = \$ _____	_____	\$ _____	X 12/Ea = \$ _____	<b>Total Amount Due at Lease Signing:</b>		<b>\$ 7,384.00</b>
First month's lease	\$ 607.00	X 12/Ea = \$ 7,284.00																				
BancLease Documentation Fee	\$ 100.00	X 1/Ea = \$ 100.00																				
_____	\$ _____	X 12/Ea = \$ _____																				
_____	\$ _____	X 12/Ea = \$ _____																				
_____	\$ _____	X 12/Ea = \$ _____																				
_____	\$ _____	X 12/Ea = \$ _____																				
<b>Total Amount Due at Lease Signing:</b>		<b>\$ 7,384.00</b>																				

The City requests delivery within 30 days after receipt of order.

Vendor offers delivery within 45 \_\_\_\_\_ after receipt of order.

\* Lease Agreement must be included with offer.

Item

Description of material and/or services and Pricing

1. Solo, Certified, Traffic Law Enforcement Motorcycle Lease, Model Year 2005 or newer  
12 motorcycles for 24 months (estimated mileage per year per motorcycle is 8,000)

Brand Name: R1150RT-P Manufacturer: BMW Year: 2004

12/motorcycles @ \$ 451.65 /month = \$ 5,419.80 X 36/months = \$ 195,112.80

Sales/Use tax \$ 15,513.12

**Total 3-Year Lease Cost for 12 Motorcycles \$ 210,625.92**

2. Pickup / Delivery charge for motorcycles requiring maintenance \$ 0.00 /round trip  
(charge should include both pickup and delivery)

3. Amount due at Lease Signing (please itemize costs below):

First month's lease \$ 451.65 X 12/Ea = \$ 5,419.80

Bank Lease Documentation Fee \$ 100.00 X 1/Ea = \$ 100.00

\$ \_\_\_\_\_ X 12/Ea = \$ \_\_\_\_\_

**Total Amount Due at Lease Signing: \$ 5,519.80**

The City requests delivery within 30 days after receipt of order.

Vendor offers delivery within 45 after receipt of order.

\* Lease Agreement must be included with offer.



**BancLease**  
Acceptance Corporation

18333 Preston Rd. Suite 200, Dallas, Texas 75252

Complete, Sign & Fax Back To:

**BancLease Acceptance Corp.**

Attention: Mark Hendrick x124

Phone 877-682-3863 Fax 214-615-0721

Email: mark.hendrick@bancleaseacceptance.com

Name: <u>City of Peoria</u>	Name: <u>BMW Motorcycles of Scottsdale</u>
Address: <u>8401 W. Monroe Street</u>	Address: <u>14870 N. Northsight Blvd. #100</u>
City, ST, ZIP: <u>Peoria, Arizona 85345</u>	City, ST, ZIP: <u>Scottsdale, AZ 85260</u>
Phone: <u>(623) 773-7115</u> Contact: <u>Kim Benedict</u>	Phone: <u>(480) 609-1800</u>
Fax: <u>(623) 773-7118</u>	Fax: <u>(480) 609801</u>
Email: <u>kimber1b@peoriaaz.com</u>	Email: <u>scott@bmwsdl.com</u>
Website: <u>www.peoriaaz.com</u>	Website: <u>www.bmwmotorcyclesofscottsdale.com</u>

Entity is a:  Municipality  Commercial Entity  
 Org. State: Arizona Year Formed: 1954 Fed Tax ID#: 86-6003634 # Employees: 917

1) Current Bond Rating:  Aaa  Aa  A  Baa  Ba  B  Caa  Ca  C  Unknown

2) Have you ever Defaulted on a Lease or Non-Appropriated Funds?  No  Yes (If yes, brief explanation below)

3) What fund will the rental payments be made from?  General Funds  Special Fund (explain) \_\_\_\_\_

4) Do you anticipate funding to be available to support the term of this lease?  Yes  No

5) Name of Department that will use the equipment: Police Department

6) Do you anticipate issuing or designation more than \$10MM in tax-exempt obligations this year?  Yes  No

7) Total Cost of Equipment: \$213,940.00  New OR  Used OR  Replacement OR  Expansion of Fleet

8) We plan to Lease 12 (Qty) R1150RT-P (Model#) and \_\_\_\_\_ (Qty) \_\_\_\_\_ (Model#) at this time.

Equipment Location:  Same  Different (if different) \_\_\_\_\_

**Lease Terms**

Lease Terms:  24 MOS  36 MOS  48 MOS  60 MOS End of Term:  \$1.00  15%  FMV

Monthly Rental: \$ 451.65 (plus applicable tax) LRF \_\_\_\_\_ Doc Fee \$ 100.00

(\* Attach Lease Proposal/Term Sheet) (From Lease Proposal/Term Sheet)

Bank 1: J.P. Morgan Contact: Raelene Syro  Checking Acct#: 0994-0322

Phone: (602) 221-2960 Fax: (602) 221-1682  Savings Acct#: \_\_\_\_\_

**Lease Term Deb / Lease References**

Creditor Company Name:	Phone	FAX	Account No.
1) _____	_____	_____	_____
2) _____	_____	_____	_____
3) _____	_____	_____	_____

Authorized Lease Document Signer Shall Be: Terrence L. Ellis Title: City Manager

Authorized Signer's Signature Shall be Attested By: Mary Jo Kief Title: City Clerk

(Prior to Lease Funding, please provide documentation supporting signature authorities on behalf of your municipality.)

We the undersigned individual as principal of and/or guarantor for the applicant, authorized BancLease Acceptance Corp., its designee, assigns or potential assigns, to review his/her personal credit profile provided by national credit bureaus in consider this Application and for the purpose of update, renewal or extension of credit to the Applicant or the collection of any resultant accounts. We authorize our bank to furnish any information requested. A fax copy of this authorization shall be valid as the original

Signed: [Signature] Title: Manager Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**HERMAN KOEBERGER 12-3-2004**



## Government / Non-Profit Questionnaire

---

1. What is the nature of the organization?

City of Peoria Municipal Corporation

2. Where does funding for your organization originate?

Tax Dollars

3. What percentage of government support do you receive (breakdown local, state & federal)?

Local 71%, State 2%, Federal 27%

4. What is your budget for your current fiscal year? What is your projected budget for next year?

Current \$102,737,343.00 / Next year...unknown at this time

5. How many employees work for your organization? Are they salaried? % Part-time/full-time?

917 Employees, Salaried and Hourly, 3% Part-Time/97% Full-Time

6. How many members does your organization have listed?

N/A

7. How long has your organization existed?

Fifty (50) Years

8. Who has authority to sign this lease?

Terry Ellis, City Manager / Herman Koebgen, Materials Manager

9. Is your organization incorporated? If so, what state and how is it listed?

Yes, Arizona...Listed as City of Peoria, Az

10. Are there any restrictions with regard to the lease?

No

11. Is this lease subject to annual appropriations?

Yes

12. What is your organization's geographic territory?

Peoria, Arizona, USA

This information is being provided by BancLease Acceptance Corporation in support of a Lease Application. Please Attach any supporting exhibits or information that will enable us to better understand your organization and its capacity to meet the lease payment obligation herein requested.

---

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

JOB NO. 1803  
DEPT. ID 440  
DESTINATION ADDRESS 812146150721  
PSWD/SUBADDRESS  
DESTINATION ID  
ST. TIME 12/03 11:11  
USAGE T 01'23  
PGS. 3  
RESULT OK

8314 W. Cinnabar Street  
Peoria, Arizona 85345  
Phone: (623) 773-7531  
Fax: (623) 773-7118



## Facsimile Transmittal

To: Mr. Mark Hendrick Fax: (214) 615-0721

---

From: Kimberley Benedict, CPPB Date: December 3, 2004

---

Re: P04-0088 Lease Credit Forms Pages: 2 (excluding cover)

---

CC:

---

Urgent     For Review     Please Comment     Please Reply     Please Recycle

---

Mr. Hendrick,

Here are the completed forms as you requested. Thank you.

Equipment by:

**BMW Motorcycles of Scottsdale**

14870 N. Northsight Blvd. #100  
Scottsdale, AZ 85260  
(480) 609-1800  
scott@bmwsdl.com

Lease Funding by:



**Leasing Quotation for:**

**Kimberly Benedict**  
**Peoria Police Department**  
**8314 W Cinnabar Avenue**  
**AZ 85345**  
**6237738311**

November 10, 2004

**Lease Property Cost (excluding applicable taxes): \$218,940.00 (For quantity of: 12)**  
(Sales/use and property taxes shall be applicable as required)

**Customer should circle requested payment / term / lease type and Fax with application.**

Term in months:	24	36	48	60
Lease Type:	\$	\$	\$	\$
15% Purchase Option	8,553.29	5,897.52	4,584.01	3,796.79
\$1.00 Buyout	9,829.20	6,740.02	5,220.87	4,323.08
Fair Market Value:	7,284.00	5,419.88	4,475.66	4,053.30

**Lease Property Cost (excluding applicable taxes): \$18,245.00 (Per unit)**  
(Sales/use and property taxes shall be applicable as required)

**Customer should circle requested payment / term / lease type and Fax with application.**

Term in months:	24	36	48	60
Lease Type:	\$	\$	\$	\$
15% Purchase Option	712.77	493.67	384.40	318.79
\$1.00 Buyout	820.76	563.70	437.10	362.28
Fair Market Value:	607.00	451.66	372.97	337.78

If tax must be included in the cost of equipment, your payment will be adjusted appropriately.

Ver. 4/01/02 7

**\*Explanation of Quote Assumptions**

- First payment due prior to funding.
- One-time documentation/funding fee (\$100.00), and
- Rates valid for 30 days from approval date. Approvals valid for 60 days from approval date, and
- Lease rates are subject to Adjustment with credit worthiness.

**\*Explanation Of Purchase Options**

**\$1.00 Buyout**

- Permits the purchase of equipment at the end of the original Lease Term for \$1.00

**Fair Market Value**

- End-of-Lease option to purchase the equipment for Fair Market Value of equipment determined at end of lease.

**Purchase Option**

End of Lease option to purchase the equipment for 15% of the original cost

**\* Lessee must comply with the terms and conditions of the lease.**



BancLease Acceptance Corp. ("Lessor")  
18333 Preston Road, Suite 200  
Dallas, TX 75252  
Telephone (877) 683-3865  
Fax (214) 615-0721  
www.bancleaseacceptance.com

## Municipal Master Lease

Name and Address of Lessor:

Name and Address of Lessee (if any):

Master Lease Number \_\_\_ dated as of  
Name and Address of Corporate Guarantor  
(if any):

Customer Name  
Customer Address  
Mc Town, TX 60000

### MASTER STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT (for use in the State of \_\_\_)

This Master State and Municipal Lease/Purchase Agreement (the "Master Lease") is made and entered into on this, the \_\_\_ day of \_\_, 20\_\_\_ by and between **BANCLEASE ACCEPTANCE CORPORATION** with offices at 18333 Preston Road, Suite 200 Dallas, Texas 75252 (herein called the "Lessor"), and \_\_\_ with its principal address at \_\_\_ (herein called the "Lessee"), wherein it is agreed as follows:

- LEASE OF EQUIPMENT.** Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in any Equipment Description with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").
- DELIVERY AND ACCEPTANCE.** Lessor has caused the Equipment to be delivered at the locations specified in the respective Equipment Description (the "Equipment Location"). Lessor shall pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery shall not affect the validity of this Master Lease. Lessee shall accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor preacceptance test period has expired. Lessee shall have no more than thirty (30) days from the date of delivery of the Equipment to accept such Equipment. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, shall have the right to terminate the Leasing Schedule related thereto. Lessee shall evidence its acceptance of the Equipment by executing and delivering to Lessor a delivery and acceptance certificate in the form of Exhibit B to the Initial Leasing Schedule attached hereto and made a part hereof (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to the respective Leasing Schedule and to any other description of the Equipment the serial number of each item of Equipment when available.
- TERM.** This Master Lease shall become effective upon the execution hereof by Lessee and Lessor. The initial term of any Leasing Schedule shall commence on the 1<sup>st</sup> or the 15<sup>th</sup> of the calendar month immediately following the date Lessee executes the Acceptance Certificate (the "Start Date") and shall continue through the end of Lessee's fiscal year containing the Start Date and, unless earlier terminated as expressly provided for in Section 6 hereof, shall be automatically renewed on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term (the "Lease Term").
- RENT.** Lessee agrees to pay to Lessor or any assignee the aggregate of all rental payments as shall have been set forth in schedules (each a "Rental Payment Schedule"), to be in substantially the form of the Rental Payment and Amortization Schedule attached as Exhibit C to the Initial Leasing Schedule) in respect of each Leasing Schedule, and on each date set forth in a Rental Payment Schedule shall make payment (a "Rental Payment") in such amounts as is set forth in the Rental Payment Schedules. A portion of each Rental Payment is paid as and represents the payment of interest for such payment date on all Rental Payment Schedules. The Rental Payments shall be payable, without notice or demand, in the office of Lessor (or such other place as Lessor or any assignee may designate in writing, from time to time) and shall commence on the Start Date or as otherwise set forth in the Rental Payment Schedules, and shall be due and payable on the same day of each consecutive month or quarter or semiannual or annual period thereafter (unless otherwise designated on the Rental Payment Schedules) during the Lease Term. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contemplation of any applicable constitutional or statutory limitation on requirement concerning the creation of indebtedness by Lessee. Any notice, invoice, purchase orders, quotations or other forms or procedures required by Lessee as a condition precedent to payment shall be fully explained and provided to Lessor or any assignee sufficiently in advance of the payment date for the completion thereof by Lessee or any assignee prior to such payment due date. To the extent permitted by applicable law, whenever any portion of a Rental Payment is received by Lessor or its assignee later than the payment due date, Lessee shall pay Lessor, on demand, as a late charge, the greater of twenty-five dollars (\$25.00) or ten per cent (10%) of such overdue amount, limited however to the maximum amount allowed by law. **EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, THE RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOURSE FOR ANY REASON WHATSOEVER.**
- AUTHORITY AND AUTHORIZATION.** Lessee represents, warrants and covenants that (a) it shall do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) this Master Lease and all Leasing Schedules, (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Master Lease for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of this Master Lease and the Initial Leasing Schedule, (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period, and (d) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.
- LESSEE CERTIFICATION.** Lessee warrants and covenants and shall certify prior to the effective date of any subsequent Leasing Schedule that (i) it is a state, or a political subdivision thereof, within the meaning of Section 163 of the Internal Revenue Code of 1986 as amended (the "Code"), and the related regulations and rulings thereunder; (ii) Lessee's obligation under this Master Lease constitutes an enforceable obligation issued by or on behalf of a state or political subdivision thereof, such that any interest income derived under this Master Lease and due Lessee or its assignee, including, but not limited to, those amounts designated as interest in the Rental Payment Schedules shall not be includable in the gross income of Lessor, its assignee or any participants with such for the purposes of federal income taxation; (iii) this Master Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) this Master Lease creates, and each subsequent Leasing Schedule when attached hereto will create, a valid security interest in the Equipment; (v) Lessee has the legal capacity to enter into this Master Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (vi) during the Lease Term, the Equipment shall not be used in a trade or business of any other person or entity, and Lessee shall, with respect to the initial Leasing Schedule and any subsequent Leasing Schedule, complete and file on a timely basis, Internal Revenue Service form RUC-89 or 8989g, as appropriate, in the manner set forth in Section 149(e) of the Code and (vii) Lessee's payments under the Master Lease are not guaranteed (in whole or in part) by the United States or any agency or instrumentality thereof.
- APPROPRIATIONS AND ESSENTIAL USE.** Lessee shall not enter into any Leasing Schedule unless it reasonably believes that after taking into account such Leasing Schedule, funds shall be obligably or in an amount sufficient to make all Rental Payments during the Lease Term. It is Lessee's intent to make the Rental Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that (a) the use of the equipment is essential to its proper, efficient and expeditious functioning as to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all of the equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment shall be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.
- NONAPPROPRIATION OF FUNDS.** In the event no funds or insufficient funds are appropriated and budgeted for the acquisition, retention or operation of the Equipment and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the Rental Payments for the Equipment are due under this Master Lease, then

Lessee shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor and any assignee of such occurrence. This Master Lease shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the Lessee of any kind, except as to (i) the portions of the Rental Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Master Lease relating to, accruing or arising prior to such termination. In the event of such termination, Lessee agrees to peacefully surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor or its assignee may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment.

**9. LIMITATION ON WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, AND THAT THE LESSOR HAS RELIED UPON THE EXPERTISE OF LESSEE IN MAKING THESE DETERMINATIONS.**

Lessee hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all manufacturer's warranties, if any, that it may have, express or implied, with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, shall be made against the manufacturer. Lessor, at its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 shall not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

**10. TITLE SECURITY AGREEMENT.** Title to the Equipment is deemed to be in Lessee so long as no Event of Default pursuant to Section 19 below has occurred and/or this Master Lease has not been terminated pursuant to the provisions of Section 8 above. At the instant this Master Lease is terminated in accordance with Section 8 above or upon the occurrence of an Event of Default by Lessee pursuant to Section 19 below, title shall revert to Lessor free of any right, title or interest of Lessee or less Lessor elects otherwise. In order to secure all of its obligations hereunder, Lessee hereby (a) grants to Lessor a first and prior security interest in any and all rights, title and interest of Lessee in this Master Lease, all Leasing Schedules, the Equipment and in all additions, attachments, accessories, accessories, replacements, improvements and substitutions thereon, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that this Master Lease including all Leasing Schedules may be filed as a financing statement evidencing such security interest; and (c) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. Lessee further agrees that the Uniform Commercial Code shall apply as between the parties hereto and assignees of Lessee.

**11. PERSONAL PROPERTY.** The Equipment is and shall remain personal property and shall not be deemed to be affixed or attached to real property or any building thereon. If requested by Lessor, Lessee shall, at its expense, furnish to Lessor a landlord or mortgage waiver with respect to the Equipment.

**12. USE, REPAIRS.** Lessee shall use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessor, at its sole cost and expense, shall maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all re-certification requirements. Lessor shall furnish all needed servicing and parts, which shall become part of the equipment. If the equipment is such as is customarily covered by a maintenance agreement.

**13. ALTERATIONS.** Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's original intended function or value shall become part of the Equipment.

**14. LOCATION; INSPECTION.** The Equipment shall not be removed from, or if the Equipment consists of rolling stock, its permanent base shall not be changed from, the Equipment location without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall be entitled to enter upon the Equipment location or elsewhere during reasonable business hours to inspect the Equipment or otherwise its use and operation.

**15. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all liens, liens and encumbrances except those created under this Master Lease. Lessee shall pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, title, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's net income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right but shall not be obligated to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Master Lease Lessee shall, upon demand, reimburse Lessor therefor.

**16. RISK OF LOSS; DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever and in such loss of or damage to the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Master Lease. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair (the proceeds of any insurance recovery shall be applied to the cost of such repair). If Lessor certifies that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor shall (a) replace the same with like equipment in good repair, or (b) on the next Rental Payment date pay to Lessor (1) all payments owed by Lessee under the applicable Leasing Schedule, including the Rental Payment due on such date, and (ii) an amount not less than the balance of the Rental Payments on the Rental Payment Schedule then remaining unpaid thereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment described on a Leasing Schedule, Lessor shall provide Lessee with the pro-rata amount of the Rent Payment and the balance of the Rental Payments on the Rental Payment Schedule then remaining unpaid thereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.

**17. INSURANCE.** Lessee shall, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor. The insurance limits shall be in an amount not less than the balance of the Rental Payments then remaining for the Lease Term. Each insurance policy shall name Lessee as an insured and Lessor or its assignee as an additional insured or less payee as appropriate, and shall contain a clause requiring the insurer to give Lessor or its assignee at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies shall be payable to Lessor and Lessor or its assignee, as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee shall deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee shall promptly provide Lessee with written notice thereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.

**18. INDEMNIFICATION.** In the event that Lessor is not a state or political subdivision thereof, within the meaning of Section 103 of the Code, or if Lessee, whether by its use of the Equipment or by its actions or omissions or by any means whatsoever, causes any interest payment as set forth in the Rental Payment Schedule to be included in Lessor's gross income, Lessee agrees to pay to Lessor, its assignee and any participants with such, an additional amount which, together with the amount of interest to be paid by Lessee under this Master Lease, puts Lessor, its assignee and any participants with such, in the same after the position they would have been in had such payment been excluded from the gross income of Lessor, its assignee, or any participants with such, harmless to them, any and all claim actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims or other insurance policies thereon.

**19. EVENTS OF DEFAULT.** The term "Event of Default", as used in this Master Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Master Lease or any Leasing Schedule, and any such failure continues for five (5) days after the due date thereof; (b) either party fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after the giving of written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by either party in this Master Lease, any Leasing Schedule or in any document ever delivered by either party pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by either party, or a receiver or similar officer shall be appointed for either party or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, or fully stayed, or fully stayed after the institution of occurrence thereof; (e) an attachment, levy, or execution is threatened or levied upon or against the equipment; (f) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (g) Lessee shall be in default under any other agreement, executed any time with Lessor, its affiliates or Lessor's assignee or under any other agreement or instrument by which it is bound.

**20. REMEDIES.** Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under the applicable Leasing Schedule Lease and all remaining Rental Payments which shall become due during the fiscal period in effect when default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it shall), at Lessor's expense, promptly return the Equipment subject to any or all Leasing Schedules to Lessor in the manner set forth in Section 8 hereof; or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability for such entry or for damage to property or otherwise; (c) sell any or all of the Equipment subject to any or all Leasing Schedules at private or public sale, with or without notice to Lessee or advertisement of lease

the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due as of the effective date of such selling, leasing or subleasing, and (ii) for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Master Lease, (ii) recover damages for the breach of this Master Lease, and (iii) terminate this Master Lease as to any or all of the Leasing Schedules.

In addition, Lessee shall remain liable for all covenants and indemnities under this Master Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

21. **EARLY PURCHASE OPTION.** Lessee may, on any Rental Payment Date, with respect to a Leasing Schedule, upon sixty (60) days prior written notice to Lessor, and provided Lessee shall have fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor the applicable amount set forth on any Rental Payment Schedule attached to the applicable Leasing Schedule, whereupon title to the Equipment associated with such Leasing Schedule shall become unconditionally vested in Lessee and Lessor shall transfer any and all of its right, title and interest in such Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor shall warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

22. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Master Lease, the Initial Leasing Schedule, the Leasing Schedules or the Equipment or any interest in any of the foregoing or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees.

Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Master Lease, any Leasing Schedule, the Equipment and any other documents executed with respect to this Master Lease, and/or grant or assign all or any portion or portions of its security interest in this Master Lease, the Leasing Schedules and the Equipment, in whole or in part to various assignees, trustees or agents (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that Lessor or the Assignee shall act as a collection and paying agent for holders of certificates of participation in this Master Lease, or may provide that a third party trustee or agent shall act as collection and paying agent for any Assignee, provided Lessee receives written notification of the name and address of the trustee or the agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee shall have all of the assigned rights of Lessor under this Master Lease. Subject to the foregoing, this Master Lease shall inure to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Master Lease, any Leasing Schedule or the Equipment shall be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it shall keep a complete and accurate record of all assignments in form necessary to comply with Section 119(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge, in writing, any assignments if so requested.

**LESSEE AGREES THAT, UPON NOTICE OF ASSIGNMENT, IF SO INSTRUCTED IT SHALL PAY DIRECTLY TO THE ASSIGNEE, OR ITS TRUSTEE OR AGENT, WITHOUT ABATEMENT, DEDUCTION OR SETOFF, ALL AMOUNTS WHICH BECOME DUE HEREUNDER. LESSEE FURTHER AGREES THAT IT SHALL NOT ASSERT AGAINST ANY ASSIGNEE, TRUSTEE OR AGENT ANY DEFENSE, CLAIM, COUNTERCLAIM OR SETOFF ON ACCOUNT OF ANY REASON WHATSOEVER WITH RESPECT TO ANY RENTAL PAYMENTS OR OTHER AMOUNTS DUE HEREUNDER OR WITH RESPECT TO ANY ACTION BROUGHT TO OBTAIN POSSESSION OF THE EQUIPMENT PURSUANT TO THIS MASTER LEASE.**

23. **NATURE OF AGREEMENT.** Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor, and that Lessor neither has nor shall have any security in the Equipment. It is the agreement of Lessor and Lessee that the aggregate rental payments provided for on any Rental Payment Schedule constitute the purchase price of the related Equipment together with interest on the unamortized amount thereof over the Lease Term of the Leasing Schedule, that each monthly installment of rent constitutes principal and interest as set forth in the Rental Payment Schedule, which fully amortizes the purchase price of the related Equipment, together with interest, over the term of the Leasing Schedule, and that upon the due and punctual payment of all installments of Rental Payments and other amounts and obligations under the Leasing Schedule, title to the related Equipment shall vest permanently in Lessee as provided in this Master Lease, free and clear of any lien or security of Lessor thereon.

24. **NOTICES.** All notices to be given under this Master Lease shall be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been given five (5) days subsequent to mailing.

25. **SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Master Lease.

26. **GOVERNING LAW.** This Master Lease shall be governed by the provisions hereof and by the laws of the state of Texas or in the home state of whoever holds Lessor's interest as it may be assigned from time to time per Section 22. Lessee consents to the jurisdiction and venue of any local or state court located in Collin County, Texas, and any corresponding Federal or Bankruptcy Court district. All legal action by Lessee relating in any way to the Lease or the Equipment shall be commenced solely in a local or state court in and for Collin County, Texas, or the corresponding Federal or Bankruptcy Court. The foregoing forum selection provision shall not prohibit Lessor from pursuing legal recourse in any other court where jurisdiction may be proper. Any lawsuit or counterclaim by Lessee against Lessor must be brought to later than two (2) years from the date of the act or occurrence upon which the same is based.

27. **FURTHER ASSURANCES.** Lessor shall execute or provide, as requested by Lessor any documents and information which are reasonably necessary with respect to the transactions contemplated by this Master Lease. Lessee hereby authorizes Lessor to execute and file on behalf of Lessee and as Lessee's attorney-in-fact such UCC financing and continuation statements as Lessor deems necessary to secure its and/or its assign's interest in the Equipment on this agreement.

28. **ENTIRE AGREEMENT.** This Master Lease, together with the exhibits attached hereto and made a part hereof and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Master Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor.

29. **SEVERABILITY.** Any provision of this Master Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Master Lease.

30. **WAIVER.** The waiver by Lessee of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.

LESSOR: **BANLEASE ACCEPTANCE CORPORATION**

LESSEE: \_\_\_\_\_

BY: \_\_\_\_\_  
Name and Title (printed or typed)

BY: \_\_\_\_\_  
Name and Title (printed or typed)

**X** \_\_\_\_\_  
Authorized Signature

**X** \_\_\_\_\_  
Authorized Signature

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTACT: \_\_\_\_\_

CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_

PHONE: \_\_\_\_\_



**BANCLEASE ACCEPTANCE CORPORATION**

**EXHIBIT B - DELIVERY AND ACCEPTANCE CERTIFICATE**  
to Leasing Schedule No. \_\_\_\_\_, effective as of \_\_\_\_\_, 20\_\_\_\_\_  
**MASTER STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT**

To: **BancLease Acceptance Corporation**

Reference is made to the Master State and Municipal Lease/Purchase Agreement between the undersigned \_\_\_\_\_("Lessee"), and **BancLease Acceptance Corporation** ("Lessor"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Master Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; that all installation or other work necessary prior to the use thereof has been completed; that said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Master Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Master Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial/VIN number for each Item of Equipment which is set forth on Exhibit A to the Master Lease is correct.

Acceptance Date: \_\_\_\_\_

This certificate shall not be considered to alter, construe, or amend the terms of the Master Lease.

Lessee: \_\_\_\_\_  
(Municipal Entity)

By: **X** \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Name and Title - printed or typed)

LESSOR: **BancLease Acceptance Corporation**

BY: \_\_\_\_\_  
(Authorized Signature)

**X** \_\_\_\_\_  
(Name and Title - printed or typed)

DATE: \_\_\_\_\_

**BANCLEASE ACCEPTANCE CORPORATION**

EXHIBIT C to  
Leasing Schedule No. \_\_\_\_\_, effective as of \_\_\_\_\_, 20\_\_\_\_\_  
MASTER STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT

RE: Master State and Municipal Lease/Purchase Agreement dated \_\_\_\_\_, ("Master Lease") between BanCleasE Acceptance Corporation ("Lessor") and \_\_\_\_\_ ("Lessee")

**RENTAL PAYMENT SCHEDULE**

Payment No. \_\_\_\_\_ Payment Amount \_\_\_\_\_

**END OF LEASE TERM PURCHASE OPTION**

Lessor hereby agrees that if Lessee maintains its account with Lessor in good order and makes prompt and timely payments, after all sums owed to Lessor have been paid in full, Lessee may purchase the above Equipment "AS IS", "WHERE IS" at the end of the term for:

(Check one applicable box. If no box is checked or more than one box is checked, the Fair Market Value Purchase Option will apply.)

- Fixed Price Purchase Option of \$ \_\_\_\_\_; or
- Fair Market Value Purchase Option, not less than 15% of total cash price
- Fixed Price Purchase Option of \_\_\_\_\_ % of the Total Cash Price; or
- Other \_\_\_\_\_

plus any applicable taxes and fees.

Lessee: \_\_\_\_\_  
(Municipal Entry)  
By: **X** \_\_\_\_\_  
(Authorized Signature)  
\_\_\_\_\_  
(Name and Title - printed or typed)  
DATE: \_\_\_\_\_

LESSOR: **BanCleasE Acceptance Corporation**  
BY: \_\_\_\_\_  
(Authorized Signature)  
**X** \_\_\_\_\_  
(Name and Title - printed or typed)  
DATE: \_\_\_\_\_

**BANCLEASE ACCEPTANCE CORPORATION**

**LEASING SCHEDULE No. \_\_\_\_\_ to  
MASTER STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT**

This Leasing Schedule is that certain Master State and Municipal Lease/Purchase Agreement (the "Master Lease") dated as of the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_ by and between BanCleasE Acceptance Corporation with offices at 18333 Preston Road, Suite 200, Dallas, Texas 75252 (herein called the "Lessor"), and \_\_\_\_\_ with its principal address at \_\_\_\_\_ (herein called the "Lessee"), is made by and between the undersigned and effective as of the date set forth below. The terms and conditions of the Master Lease are hereby incorporated herein by reference. Unless otherwise indicated, all capitalized terms, when used herein, which are defined in the Master Lease are intended to have the same meaning as when used therein.

1. Lessee hereby authorizes Lessor to acquire the Equipment identified on Exhibit A hereto.
2. In addition, Lessee hereby (a) agrees to lease such Equipment from Lessor effective on the Start Date, and (b) agrees to pay Lessor the rent, in the amounts and at the times specified in Exhibit C hereto, all as provided in the Master Lease.
3. Lessor will take no action that would cause the interest portion of the Rental Payments to become includable in gross income of the owners for federal income tax purposes under the Code and the Lessee will take all affirmative actions necessary to ensure that the interest portion of the Rental Payments does not become includable in gross income of the owners for federal income tax purposes, including without limitation, the calculation and payment of any rebate required under Section 148(f) of the Code.
4. Lessee hereby represents and warrants that all representations, warranties and covenants made by Lessee in the Master Lease (including but not limited to those contained in Section 6 thereof), are true and correct and in full force and effect on the date hereof as if made on the date hereof.

**LESSOR: BanCleasE Acceptance Corporation**

**LESSEE:**

BY: \_\_\_\_\_  
Name and Title (printed or typed)  
**X** \_\_\_\_\_  
Authorized Signature  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Name and Title (printed or typed)  
**X** \_\_\_\_\_  
Authorized Signature  
DATE: \_\_\_\_\_

**ESSENTIAL USE/SOURCE OF FUNDS LETTER  
to Leasing Schedule No. <Sch>, effective as of \_\_\_\_, 20\_\_\_\_  
MASTER STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT**

RE: Master State and Municipal Lease/Purchase Agreement dated \_\_\_\_\_, between BanCleasE Acceptance Corporation ("Lessor") and \_\_\_\_\_ ("Lessee")

BanCleasE Acceptance Corporation  
18333 Preston Road, Suite 200  
Dallas, Texas 75252

Gentlemen:

This confirms and affirms that the equipment described in the Master State and Municipal Lease/Purchase Agreement referred to above (the "Master Lease") is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows: \_\_\_\_\_

The estimated useful life of such Equipment, based upon manufacturer's representations and our projected needs is \_\_\_\_\_ years.

Our source of funds for payments of the rent due under the Master Lease for the current fiscal year is \_\_\_\_\_

We expect our municipal/county funds to be available for all future payments of rent due after the current fiscal year for the following reasons: \_\_\_\_\_

Lessee  
(Municipal Entity)  
By **X** \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
(Name and Title - printed or typed)  
Date: \_\_\_\_\_

EXHIBIT E to  
MASTER STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT

CERTIFICATE OF RESOLUTIONS AND INCUMBENCY

I, \_\_\_\_\_, do hereby certify that I am the duly elected, or appointed and acting Secretary/Clerk of the Lessee Name, an agency duly organized and existing under the laws of the State of \_\_\_\_\_ (the "Lessee"), and that the following resolutions have been presented to and duly adopted by the Lessee Name at a meeting duly and regularly held and convened in accordance with applicable law on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, the Lessee is entering a Master State and Municipal Lease/Purchase Agreement ("Master Lease") dated <Date> with BanckLease Acceptance Corporation

WHEREAS, Lessee has carefully reviewed its financing requirements for the current calendar year and reasonably expects that it will not issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the calendar year.

NOW, THEREFORE, be it RESOLVED, that the Lessee be, and hereby is, authorized to enter into the Master Lease with BanckLease Acceptance Corporation for a period of \_\_\_\_\_ months and be it further

RESOLVED, that an official of the Lessee be, and hereby is, authorized, empowered and directed to sign on its behalf the Master Lease and any addenda, schedules, notes, UCC financing statements or other instruments issued under the provision of the Master Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Master Lease

RESOLVED, that pursuant to Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, this Master Lease be and hereby is designated a "qualified tax-exempt obligation" includable within the ten million dollars (\$10,000,000) of the aggregate issues designated as "qualified tax-exempt obligations" for this calendar year within which this Master Lease is entered into

RESOLVED, that Lessee shall not designate more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as qualified tax-exempt obligations and Lessee, together with its subordinate entities, does not reasonably expect to issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year

I further certify that (i) the individuals named below are the duly elected or appointed officers of the Lessee, holding the offices set forth opposite their respective names, (ii) the signatures set opposite their respective names and titles are true and authentic signatures and (iii) such officers have the authority on behalf of the Lessee to enter into all documentation connected with the Master Lease.

Name	Title	Authorized Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereof this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Lessee  
(Municipal Entity)

By: X  
(Signature of Secretary/Clerk)  
(IF AUTHORIZED SIGNER OF DOCUMENTS IS SECRETARY OR CLERK, PLEASE HAVE THIS SECTION EXECUTED BY A DIFFERENT BOARD MEMBER)

(Seal)

\_\_\_\_\_  
(Name and Title - printed or typed)

Date \_\_\_\_\_

**BANCLEASE ACCEPTANCE CORPORATION**

**EXHIBIT E to  
MASTER STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT**

**CERTIFICATE OF RESOLUTIONS AND INCUMBENCY**

I, \_\_\_\_\_, do hereby certify that I am the duly elected, or appointed and acting Secretary/Clerk of the <LESSEE>, an agency duly organized and existing under the laws of the State of <State> (the "Lessee"), and that the following resolutions have been presented to and duly adopted by the <LESSEE> at a meeting duly and regularly held and convened in accordance with applicable law on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, the Lessee is entering a Master State and Municipal Lease/Purchase Agreement ("Master Lease") dated <Date> with <LESSOR>;

NOW, THEREFORE, be it RESOLVED, that the Lessee be, and hereby is, authorized to enter into the Master Lease with <LESSOR> for a period of <Term>, and be it further,

RESOLVED, that an official of the Lessee be, and hereby is, authorized, empowered and directed to sign on its behalf the Master Lease and any addenda, schedules, notes, LCC financing statements or other instruments issued under the provision of the Master Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Master Lease.

I further certify that (i) the individuals named below are the duly elected or appointed officers of the Lessee, holding the offices set forth opposite their respective names, (ii) the signatures set opposite their respective names and titles are true and authentic signatures and (iii) such officers have the authority on behalf of the Lessee to enter into all documentation connected with the Master Lease.

Name	Title	Authorized Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereon this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Lessee: <LESSEE>  
(Municipal Entity)

\_\_\_\_\_  
(Seal)

By:  \_\_\_\_\_  
(Signature of Secretary/Clerk)  
(IF AUTHORIZED SIGNER OF DOCUMENTS IS SECRETARY OR CLERK, PLEASE HAVE THIS SECTION EXECUTED BY A DIFFERENT BOARD MEMBER)

\_\_\_\_\_  
(Name and Title - printed or typed)

Date \_\_\_\_\_

BANCLEASE ACCEPTANCE CORPORATION

EXHIBIT D to  
MASTER STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT

Date \_\_\_\_\_, 20\_\_\_\_

OPINION OF COUNSEL  
[TO BE ON LETTERHEAD OF LESSEE OR ITS OUTSIDE COUNSEL]

RE: Leasing Schedule No. \_\_\_\_\_, effective as of \_\_\_\_\_, 20\_\_\_\_, to the Master State and Municipal Lease/Purchase Agreement dated <Date> ("Master Lease") between BanCleasE Acceptance Corporation ("Lessor") and \_\_\_\_\_ ("Lessee")

Gentlemen:

As counsel for Lessee, I have examined duly executed originals of the Master Lease and the proceedings taken by the Lessee to authorize and execute said Master Lease. Based upon such examination as I have deemed necessary and appropriate, I am of the opinion that:

1. Lessee is a duly created and validly existing state or fully constituted political subdivision or agency of the State of ("State") and has the power and authority to enter into the Master Lease and carry out the terms thereof.
2. The interest component of the Rental Payments qualifies for exemption from federal income taxes by Lessor under Section 103 of the Internal Revenue Code of 1986, as amended and the related regulations and rulings thereunder.
3. The execution, delivery and performance by the Lessee of the Master Lease have been duly authorized by all necessary action on the part of the Lessee. All applicable bidding and budgeting requirements have been complied with. I have attached to my opinion copies of any resolutions adopted by the Lessee relating to the Master Lease.
4. The Master Lease is a governmental purpose obligation and constitutes a legal, valid and binding deferred payment obligation of the Lessee, enforceable in accordance with its terms and does not constitute a debt of Lessee under the laws of the State of \_\_\_\_\_. In the event Lessor obtains judgment against Lessee for money damages in connection with the Master Lease, Lessee will be obligated to pay such judgment.
5. The Master Lease is in accordance with and does not violate the usury statutes of the State.
6. The Equipment (as defined in the Master Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.
7. No litigation is pending or to the best of my knowledge threatened in any court or other tribunal, state or federal, relating to the validity of the Master Lease.
8. The signature of the official of Lessee which appears on the Master Lease and the attached documents is true and genuine. I know him/her to hold the office set forth below his/her name. Such official is duly authorized to execute the Master Lease and the attached documents. I have attached hereto a copy of such authorization.
9. The current fiscal period of Lessee ends on \_\_\_\_\_, the next succeeding fiscal period of Lessee ends on \_\_\_\_\_.
10. This opinion may be relied upon by you and your assigns.

Very truly yours,

\_\_\_\_\_  
(Counsel for Lessee)

By: X \_\_\_\_\_





## City of Peoria

8401 West Monroe Street, Peoria, Arizona 85345

November 2, 2004

Mr. Scott Conley  
BMW Motorcycles of Scottsdale  
14780 N. Northsight Blvd. #100  
Scottsdale, Arizona 85260

RE: P04-0088, Motorcycle Leases

Dear Mr. Conley:

The City of Peoria has received your responses to our request for clarification dated October 18, 2004, and October 20, 2004. Thank you.

The City has the following requests based upon these responses:

1. The information provided for BMW Motorcycle Instructor School was a class scheduled prior to contract award. Can you please provide information on this school available over the next few months?
2. There is some concern over the verbiage provided under Conditions of Police Motor Buy-Back, Item 8. Windshields on motorcycles often get small chips and scratches, which are considered minor flaws, the verbiage provided allows only "swirls". Can this verbiage be changed to include "minor flaws" as acceptable?
3. The City would like to add the additional components to the motorcycles, cost to be included in the lease:
  - A. PTT switch (should be the type that includes PA capability)
  - B. Radio Options (cabling)
  - C. Side Turn Signals (LED)
  - D. Radar Gun Mounts
  - E. Map Light
  - F. Tank Top Note Pad Holder
  - G. Side Clip Board for Ticket Books
  - H. Sheepskin Seat Covers (BMW agreed to absorb this upgrade cost)
  - I. "Police" Decals, none to be reversed (BMW agreed to absorb this cost)
  - J. The PTT switch installed where the siren button is now installed, with the siren button then relocated.

Mr. Scott Conley  
November 2, 2004  
Page 2 of 2

4. Please provide the City with an updated lease agreement, an updated Buy-Back agreement if applicable, and pricing for a two (2) year lease which includes the original specifications and the items requested in Item 3 above.

A response to this request is required no later than November 10, 2004. The response can be faxed to my attention at (623)773-7118, or e-mailed to [kimberlb@pcorjaz.com](mailto:kimberlb@pcorjaz.com).

Thank you for your help in this matter. If you have any questions or require additional information, please contact me at (623) 773-7531.

Sincerely,

A handwritten signature in cursive script that reads "Kimberley Benedict".

Kimberley Benedict, CPPB  
Buyer

## BMW Motorcycles of Scottsdale



October 22, 2004

Ms. Kimberley Benedict, CPPB  
Buyer  
City of Peoria  
Materials Management Procurement  
8314 West Cinnabar Avenue  
Peoria, AZ 85345-6560

Re: Solicitation No.: P04-0088, Motorcycle Leases - Supplemental

Dear Ms. Benedict,

I received your additional inquiry of October 20, 2004, and I expect the following will address those questions or issues.

1. **Lease Returns** - We have discussed your concerns with BMW Motorrad USA in New Jersey. Since they have had years of experience with the R1150RT-P, we thought it was worth getting their input. The BMW R1150RT-P provides the officer (rider) with a significant increase in lean angle capabilities, over previous models operated. The lean angle is tempered with a feeler peg on the base of the foot peg. These are inexpensive screw in pegs that can be replaced by the rider when worn down. Allowing that warning device to be worn away and continuing to increase the angle of lean can result in some panel scraping. The scraping should be a warning that the rider is reaching maximum lean angle. Beyond this point the rider may lose traction and have control issues. Normal patrol riding does not result in these panels being damaged. There is a base panel on the bottom, that is routinely scraped during high speed turns (loaded, with high lean angle and compression) and we do not charge the agency for replacement on lease end, unless they are missing or damaged from an accident (impact). The actual fairing may receive some scrapes during an unusual lean angle, but this should not be normal riding practice and maybe an issue to address in the Familiarization Program. BMW Motorrad USA sees some scrapes but not breaches (holes) in the fairing panel from normal patrol riding. We can address this in training.

Dealership Address  
14870 N. Northridge Blvd, Ste 100  
Scottsdale, AZ 85260

Telephone  
(480) 409-1800

Facsimile  
(480) 609-1801

E-Mail  
info@bmwusa.com

Website  
www.bmwmotorcyclesusa.com

Second, we have received an updated Lease Return (Police Motor Buy Back) document from BMW. This would be a good guideline for us to use in this process. We understand that these are working units and will be used aggressively. The intent is to ensure that BMW Motorcycles of Scottsdale

## Kimberley Benedict

---

**From:** Scott Conley [scott@mroads.com]  
**Sent:** Friday, September 24, 2004 9:40 PM  
**To:** Kimberley Benedict  
**Cc:** David Slepak  
**Subject:** BMW Motorcycles of Scottsdale

Dear Kim,

I am sorry this email was not earlier today, but I was meeting with many people at our store's event with BMW North America. We have however been busy trying to get you the information you need. I have found several options in the used police bikes. We spoke with BMW and the best units are some low mileage (30K) units with lights (emergency lights). Many of California units are without lights, since they recycle the lights (Code 3 equipment) onto replacement units. I can get these units for you at \$6,750.00 each. We will inspect each unit and ensure they are in proper condition, fit for training or duty service (like new).

I have made arrangements to deliver the demo bike next Wednesday to your agency. We are also flying in a BMW Police expert to do the intro and safety training. He is a retired California Highway Patrol Motor Officer and an expert rider and instructor. We wanted to make this commitment to ensure each officer has an opportunity to get their questions answered.

I believe this fulfills your questions for now, but feel free to call me anytime with additional questions or needs. Thanks again for the opportunity to introduce the BMW product.

Best regards,

Scott

Scott Conley  
Authority Sales  
BMW Motorcycles of Scottsdale  
14070 N Northsight Blvd., #100  
Scottsdale, AZ 85260  
T: 480.609.1800  
F: 480.609.1801  
C: 480.390.7400  
[www.bwmotorcyclesofscottsdale.com](http://www.bwmotorcyclesofscottsdale.com)

**Kimberley Benedict**

---

**From:** Scott Conley [scott@mroads.com]  
**Sent:** Wednesday, September 22, 2004 9:31 PM  
**To:** Kimberley Benedict  
**Cc:** David Slepak  
**Subject:** BMW Motorcycles of Scottsdale



front.jpg (93 KB)



front 2.jpg (60 KB)



front3.jpg (74 KB)



back.jpg (75 KB)



Cylinder.jpg (79 KB)



side.jpg (76 KB)



side2.jpg (79 KB)



ATT220802.txt  
(273 B)

Hi Kim,

Thanks again for the call today and the opportunity to continue our efforts to introduce BMW products to the City of Peoria.

As we discussed, I have followed up on some of the request and should be able to answer all by Friday.

1. Demos

I have called Lt. Hildebrandt and left a message. We will have a 2004 R1150RT-P Police Motorcycle next Tuesday for your agency's review. He will be able to keep it for 10 days to fully test. I will arrange delivery of the demo unit with him.

2. Images

I am attaching several pictures we took this afternoon of an R1150RT-P laid on its side in the parking lot. I have taken the liberty of marking the photos with blue or red circles. The blue indicate areas of clearance where no damage should be sustained on a simple fall. The red circles outline intended areas where the bike should come to rest, minimizing damage. The crash bars are expected to take some abuse. As I mentioned in our conversation, the motorcycle may sustain more damage if the bike is laid down at higher speed or sustains an overturn. Crash bars are intended to protect the bike in the common accidental lay down or where an officer abandons the bike abruptly for safety or for executing a foot chase, etc. If you need, I can get you pricing on crash bars, but they usually only have to be replaced after a significant crash.

3. Training units

There are pre-2002 R110RT-P and 2002 RT1150RT-P motorcycles available. They are owned by BMW North America (BMW NA). They are sold through dealers. We have called BMW NA to inquire about the best pricing available to support your program. I should have an answer by Friday, including mileage info, etc. The R1150RT-P units are the same units we would be delivering. The R1100RT-P units are almost identical, except for engine size and some minor performance. I expect these units will be from the California Highway Patrol and I know they are well maintained.

I am always available to answer questions, and I can come to your office to provide any presentations needed. I will be in touch by Friday, but call me with any additional needs in the interim.



receives back a unit that we can resell or lease with minimal repair or service. We believe the guideline is reasonable and should be acceptable to your agency. This is the same document used with the California Highway Patrol and other agencies in that state.

2. **Side Lights** – The original bid did not include either LED or Spherical lights. It is an optional item, as mentioned in my last letter. We can add them to the purchase price for our cost at \$103 per motorcycle. This is a combined cost, \$65 for the lights and \$38 for installation.
3. **Purchase Cost\*** - Fee schedule for purchase if sidelights are added.

1. Total 2004 R1150RT-P Cost	\$ 18,500.00
2. Tax	\$ 1,470.75
3. Total Delivered	<u>\$ 19,970.75</u>

(\* ) If the City of Peoria decides to change the specifications with a few added components, we will need to get updated Lease prices for these additions, or charge for them separately in a one time purchase order / invoice.

We remain available anytime to answer questions or provide additional information. I expect you will find the enclosure informative. We look forward to hearing from you soon.

Sincerely,

A handwritten signature in black ink that reads "Scott M. Conley". The signature is written in a cursive, flowing style.

Scott Conley  
Authority Sales  
BMW Motorcycles of Scottsdale

Enclosure: Conditions of Police Motor Buy Back (Lease Return)



June, 2003

## Conditions of Police Motor Buy-Back

**General Terms:** Motors are to be returned in good working condition, currently serviced with all routine maintenance and accident damage repairs completed using original BMW parts and approved BMW repair procedures. These motors should be resalable as returned, and should not require additional repairs or reconditioning. The cost of repairs necessary to correct deficiencies will be deducted from the buy-back amount prior to issue of buy-back payment.

### Specific Clarification:

1. All agency-installed equipment must be removed, with original equipment restored (if previously removed) and in full operating condition prior to returning unit.
2. Additional holes or modifications to the motorcycle resulting from the removal of additional agency installed equipment will result in the replacement of the modified parts involved, if those modifications either detract from the physical appearance or in any way change the performance specification, safety or BMW's ability to resell the motor.
3. All scheduled maintenance as well as repairs should be performed prior to returning unit, using original BMW parts. All wear parts, such as brake pads, brake rotors, cables, wheels, ball joints, etc., must be within BMW wear specification. Tires must be above minimum wear, no plugs or damage, and must be BMW approved run-flat models.
4. Paint & bodywork should be in good condition (minor flaws accepted). No cracked panels or scratches beyond minor surface scratches will be accepted.
5. Protection bars must not be bent, though surface contact scratches are acceptable and expected.
6. City cases (saddlebags) should have no broken components.
7. Seats should be in good shape with no holes or tears.
8. Windshield should be free of discoloration, gouges, chips or cracks. Minor surface polishing swirls are acceptable.
9. All mechanical problems, including warranty repairs, must be completed prior to returning motor (such as ABS, oil leaks, drive train, lighting, etc.).
10. Clutch must be in good working condition, capable of holding full-throttle acceleration in high gear.

Company  
BMW Motorrad USA

BMW Group Company

Mailing address  
PO Box 1227  
Woodbridge, NJ  
07075-1227

Office address  
300 Chestnut Ridge Road  
Woodcliff Lake, NJ  
07677-7737

Telephone  
(201) 367-2977  
(908) 217-4337

Fax  
(201) 367-4287

Email  
frank.strems@bmwusa.com

Internet  
www.bmwusa.net



## City of Peoria

8401 West Monroe Street, Peoria, Arizona 85345

October 20, 2004

Mr. Scott Conley  
BMW Motorcycles of Scottsdale  
14780 N. Northsight Blvd. #100  
Scottsdale, Arizona 85260

RE: P04-0088, Motorcycle Leases

Dear Mr. Conley:

The City of Peoria has received your response to our request for clarification dated October 14, 2004. Thank you.

After further consideration, and the use of the demonstration motorcycle provided by BMW Motorcycles of Scottsdale, the City does have need for further information regarding the Model BMW R1150RT-P that is being proposed:

1. During the demonstration the Police Department found that the lower fairing cowl near the bottom of the motorcycle has a tendency to scrape on the pavement when the motorcycle is maneuvered to the right. This problem was brought to your attention and the motorcycle was inspected and assessed but continued to have the same problem. The City requires written assurance that we will not be held responsible for damage to the lower fairing cowl due to this scraping problem for the duration of any lease agreement.
2. Another item noted during the demonstration was that the round yellow light located directly behind the drivers seat is being replaced with a LED light on newer models due to electrical problems. The City requires written assurance that all motorcycles leased will be equipped with the LED version of this light.

A response to this Request for Assurance is required no later than October 25, 2004. The response can be faxed to my attention at (623)773-7427, or e-mailed to [kimberlb@peoriaaz.com](mailto:kimberlb@peoriaaz.com).

Thank you for your help in this matter. If you have any questions or require additional information, please contact me at (623) 773-7531.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimberley Benedict".

Kimberley Benedict, CPPB  
Buyer

# BMW Motorcycles of Scottsdale



October 18, 2004

Ms. Kimberley Benedict, CPPB  
Buyer  
City of Peoria  
Materials Management Procurement  
8314 West Cinnabar Avenue  
Peoria, AZ 85345-6560

Re: Solicitation No.: P04-0088, Motorcycle Leases

Dear Ms. Benedict,

I received your additional inquiry and I expect the following will address those questions or issues.

1. **Pick & Delivery** – The ownership of BMW Motorcycles of Scottsdale has reviewed the expectations of the Peoria Police Department and compared it to our commitment with all our law enforcement customers in Phoenix. Therefore, we are pleased to provide all Authority Program (Police and Fire) customers free pick up and delivery service for all scheduled maintenance service and repair/warranty service that is required for unit serviceability or safety of the rider (officer). BMW Motorcycles of Scottsdale will pickup the motorcycle and redeliver within normal scheduled business hours, Tuesday through Saturday. This effort will require a strong commitment to communication with both the City of Peoria Police Motor Unit and the dealer service center to ensure motorcycles picked has appropriate documentation towards unit needs (service issues) and rider expectations. We will work towards a process that meets the needs of both organizations, ensuring we (BMW) perform appropriate and timely repair/service. We would request normal 6000 mile interval service pickup be scheduled a minimum of 48 hours in advance to allow us to manage our time well. Other warranty or emergency service will be picked up within one (1) business day, usually the same day. The pick up and delivery service will be offered for the City of Peoria BMW Motorcycles and other Authority Program customers at no cost, for all of the City of Peoria, and any other tow location within a fifty (50) mile radius of BMW Motorcycles of Scottsdale. Outside of that area tow fees will be charged per mile over the 50 mile free radius, at a rate of \$1.25/mile.

Dealership Address  
14870 N. Northsight Blvd, Ste 100  
Scottsdale, AZ 85260  
Telephone  
(480) 609-1800  
Facsimile  
(480) 609-1801  
E Mail  
Info@bmwsdl.com  
Website  
www.bmwmotorcyclesofscottsdale.com



2. **BMW R1150RT-P Service** - requires an initial 600 mile service, then following services every 6000 miles. Normal scheduled items under the warranty service intervals should be handled within one business day. It is always preferable to have these service intervals scheduled at least 48 hours in advance to ensure expedited service. Since BMW Motorcycles of Scottsdale will be providing pickup and delivery service, we would prefer pickup the afternoon before a scheduled service. Optimally, the motorcycle will be returned to the officer the following afternoon. BMW Motorcycles of Scottsdale service includes a full BMW outlined inspection of the unit. Occasionally, our certified technical staff identifies issues that require warranty or other service before they become a road side issue for the officer. We need to recognize that these types of repairs sometime require more time than expected from the initial service requirements. Any officer that arrives at the dealership with a serviceable issue, while on duty, will receive priority service to include putting aside civilian customer repairs to handle officer issues first.
3. **Familiarization Training**. BMW Motorcycles of Scottsdale recognizes that a successful transition from another brand to the BMW product requires officers receive training in the differences between the products and how to gain the most utilization from the BMW product. When we submitted the bid for this solicitation, we did not have any experience with your Motor Unit. Since that time, we have loaned a demo product and provided a half-day of training to a select few officers. We believe nearly everyone in the unit has had an opportunity to ride the motorcycle unrestricted. Therefore, we will schedule a one day training program with a BMW Consultant and two (2) members of our staff to do product training, demonstration and riding technique training. We will need to arrange a mutual facility location. The training will include the following:
  - i. BMW R1150RT-P function and controls. (1 - 2 hours)
  - ii. BMW R1150RT-P service and maintenance overview (1 hour)
  - iii. BMW R1150RT-P ABS Familiarization (1 - 2 hours)
  - iv. Rider Course Training to develop officer confidence and usage of R1150RT-P (3- 4 hours)
4. **BMW Motorcycle Instructor School** - We know that Sacramento County Sheriff's Department offers a Basic and an Instructor's Program, focused on the BMW product. I have attached a copy of the POST training announcement to this communication for your review. I also understand, but



have not been able to confirm at the time of this letter, that North Carolina State Police and California Highway Patrol Academies offer similar programs.

5. **Purchase Cost** - Fee schedule for purchase and normal maintenance service
- i. Total 2004 R1150RT-P Cost           \$ 18,397.00  
(equipped as outlined in original bid proposal)
  - ii. Tax   \$ 1,462.56
  - iii. Total Delivered                        \$ 19,859.56
    - 1. We are under the impression that the City of Peoria will handle the title documents and registration with the State of Arizona.
  - iv. Service (based on two years at 8000 miles/year)
    - 1. 600 mile service                       \$ 350.19
    - 2. 6,000 mile service                    \$ 389.69
    - 3. Annual Service                        \$ 331.19
      - a. *This annual has some additional checks that are performed. Some of this cost is reduced by adjoining the annual with another scheduled service, thus eliminating redundant checks and expense.*
    - 4. 12,000 mile service                   \$ 474.12

**Note:** Since this original bid was submitted, Peoria Motor Officers have had an opportunity to take a closer look and ride the BMW R1150RT-P. There were some small additional components not specified in the bid that they suggested would be desired. These include the following with the additional cost per unit.

- 1. PTT Switch (couple different versions)       \$17-28.00
- 2. Radio Options (cabling)                       \$12.00
- 3. Side Turn Signals (LED)                       \$65.00
- 4. Radar Gun Mounts                               \$97.00
- 5. Map Light   \$74.00
- 6. Tank top Note Pad Holder                     \$26.00
- 7. Sheepskin Shack Seat Cover                 \$0  
(7 is an upgraded model cover, that we will absorb the additional cost for)

Since we were unable to discuss the specifications with the officers during the bid process, the above additional items were not specified. We can add these in outside of the purchase, but it would be most economical to install with the initial assembly. They may also have a few other minor items that have not been communicated.

BMW Motorcycles of Scottsdale  
Peoria Police Motorcycle Proposal  
P04-0088 - Supplement



We remain available anytime to answer questions or provide additional information. I expect you will find the enclosure informative and the offer very competitive. We look forward to a successful relationship with the City of Peoria and hope it starts here.

Sincerely,

A handwritten signature in black ink that reads "Scott M. Conley". The signature is written in a cursive style with a large, looping 'S' at the beginning and a long, sweeping tail that extends to the right.

Scott Conley  
Authority Sales  
BMW Motorcycles of Scottsdale

Enclosure: Sacramento County Sheriff's Department Training Program

SACRAMENTO COUNTY



SHERIFF'S DEPARTMENT

## Motorcycle Instructor Course

POST Plan IV 1039-21540

The Training Division of the Sacramento County Sheriff's Department, in conjunction with the Los Rios Community College District, is presenting an eighty (80) hour, two week, POST certified course, **Motorcycle Instructor Course**. This course is designed for departments/officers riding BMW, Harley Davidson or Kawasaki motorcycles. The presenter offers students BMW 1150R motorcycles to ride at no additional cost. However, departments are encouraged to send officers with their own department bikes to ride during this course. The program is primarily "hands on" augmented with in-class material. Topics include:

### **Both In-Class & Hands-On Training / Instructing:**

**Basic Braking, Braking Concepts, Figure 8's and Circles, Off-set 90's(flat and incline), Intersection, keyhole, Short Cones, 40 Deceleration (braking), Incline Pullouts, Cone Pattern One, Two, Three, 180 Deceleration (braking & turning), 30 MPH Cone Weave, Incline Figure 8's, Slow Ride, Dirt Ride, Incline Start & Stop U-Turn, Apexing, The "HURT" Study (motorcycle collision data), Adult Learning Concepts for student instruction, instruction techniques and handouts**

**Location:** Sacramento Regional Driver's Training Facility  
3905 Alert Road, Mather, CA 95655

**Prerequisite:** Successfully completed a POST certified recruit academy.

**Date/Time:** Please call/check website to confirm class dates and availability.

**Fee:** \$ 790.00 Make checks payable to SSDTTF. Payment is due by the first day of class. Cancellation policy requires a two (2) week notice prior to the class start date. No-shows and those canceling with less than two weeks notice will be charged the full tuition fee if no replacement student is found.

**Attire:** We ride rain or shine, please dress appropriately and professionally. A list of required attire and equipment will be sent with course schedule.

**Credit:** American River College - XX Semester Unit

**Reservations** are made over the web at <http://www.srdtf.com>. Please follow the directions and prompts. Note that a student is not officially scheduled until a confirmation fax is received by the requester. Class size is limited to 16 officers. For further questions, contact Deputy Scott McCartney at (916) 228-3861.

**Directions:** From Sacramento, take eastbound Hwy 50 to Sunrise Blvd. Go south on Sunrise 4 miles. Turn right on Douglas Rd., go 1 1/4 miles to Mather Blvd. turn left on Mather Blvd. and right on Alert Rd. Follow signs to parking area. SEE MAP ON REVERSE SIDE.

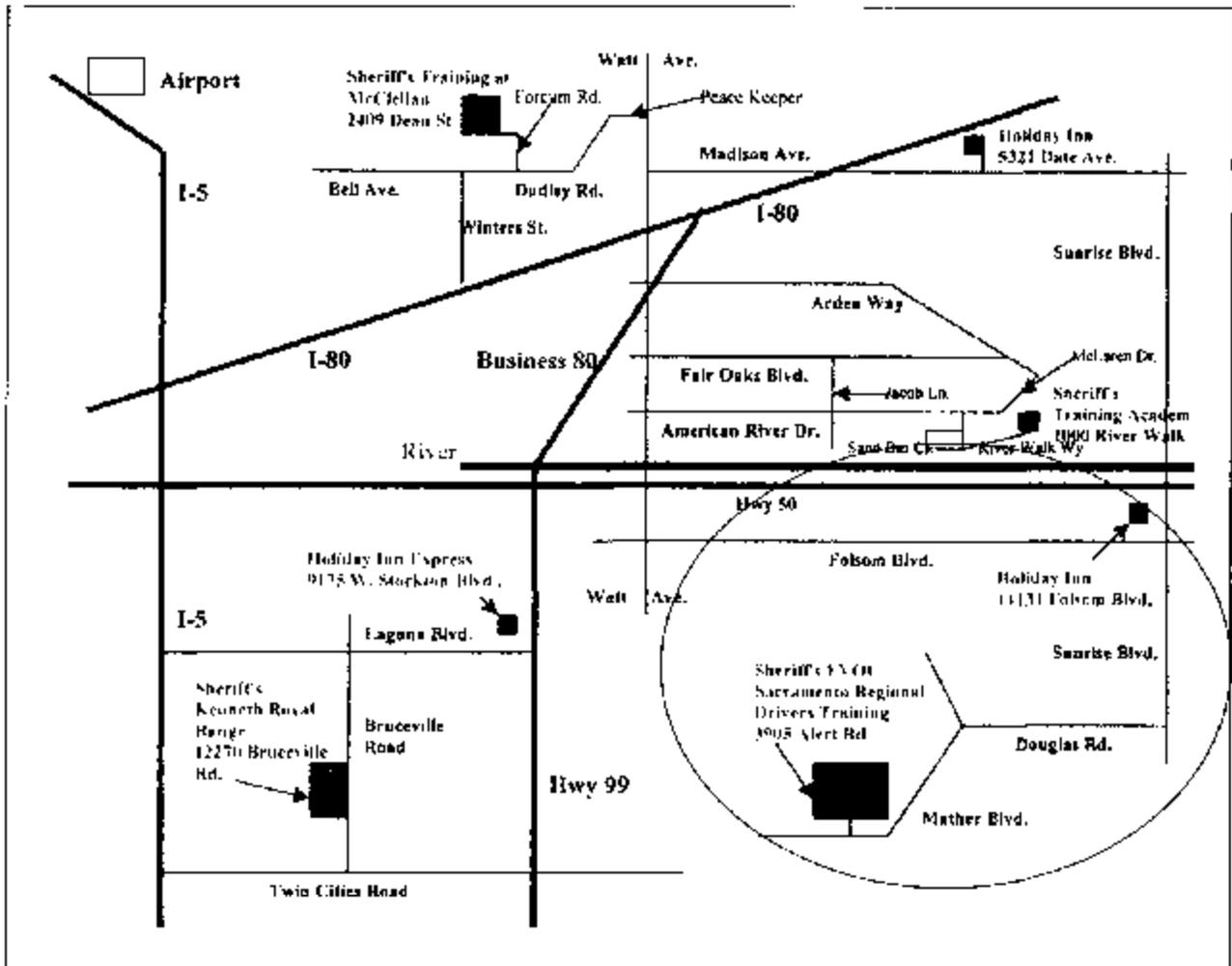


**Recommended Hotel: AmeriSuites, Rancho Cordova**

10744 Gold Center Drive, Rancho Cordova, CA, 95670.

For Reservations call (916) 635-4799 or Fax at (916) 835-3799.

To get the special rate, advise the hotel that you are attending *Sacramento Sheriff's Department Training*.





## City of Peoria

8401 West Monroe Street, Peoria, Arizona 85345

October 12, 2004

Mr. Scott Conley  
BMW Motorcycles of Scottsdale  
14780 N. Northsight Blvd. #100  
Scottsdale, Arizona 85260

RE: P04-0088, Motorcycle Leases

Dear Mr. Conley:

The City of Peoria is requesting further information regarding the proposal that you submitted on the above referenced solicitation.

1. The City has need for pickup and delivery of motorcycles requiring service. Please provide more detailed information as to how this would be accomplished and any pricing involved.
2. Please provide more specifics on actual turn around times for basic service.
3. Please provide an outline of the one day familiarization training course referenced in your proposal.
4. Is there a BMW Motorcycle Instructor School available? If so, please provide the location, length of training and fees associated with this school.
5. Please provide a fee schedule for purchase rather than lease of these motorcycles, including cost of maintenance for the motorcycles over a period of two years if purchased rather than leased. This is for cost comparison purposes only.

A response to this Request for Clarification is required no later than October 19, 2004. The response can be faxed to my attention at (623)773-7427.

If you have any questions or require additional information, please contact me at (623) 773-7531.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimberley Benedict".

Kimberley Benedict, CPPB  
Buyer

# BMW Motorcycles of Scottsdale



August 11, 2004

Ms. Kimberley Benedict, CPPB  
Buyer  
City of Peoria  
Materials Management Procurement  
8314 West Cinnabar Avenue  
Peoria, AZ 85345-6560

Re: Solicitation No.: P04-0088, Motorcycle Leases

Dear Ms. Benedict,

BMW Motorcycles of Scottsdale is pleased to present the following proposal in response to the above captioned solicitation. As per solicitation requirements, please find attached an original offer and three (3) copies, as well as our Police Motors Brochure from our dealership.

Thank you for re-evaluating the original solicitation and the opportunity to submit our specifications and cost. We are confident that BMW offers the best solution to Police Motorcycles and know that your officers and city will find the product to be the best fit for your objectives. We have included a couple of financial options that we hope you will consider. These programs have been the mainstay of many US Police Motorcycle Programs. In fact, most of the largest police fleets in the country have found that the BMW product offers them the lowest operational cost over a several year period.

We remain available anytime to answer questions or provide additional information. I expect you will find the enclosure informative and the offer very competitive. We look forward to a successful relationship with the City of Peoria and hope it starts here.

**Dealership Address**

14870 N. Northlight Blvd, Ste 100  
Scottsdale, AZ 85260

**Telephone**

(480) 600-1800

**Facsimile**

(480) 600-1801

**E-Mail**

info@bmw-motorcycles.com

**Website**

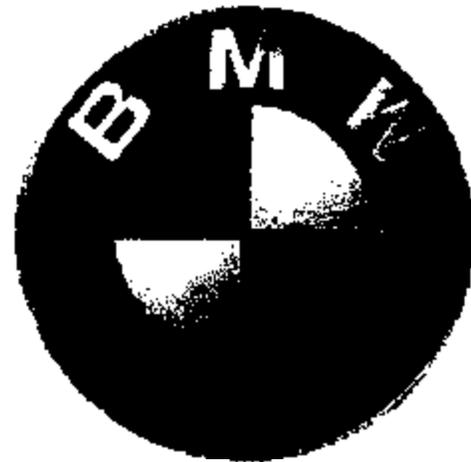
[www.bmw-motorcycles.com](http://www.bmw-motorcycles.com)

Sincerely,

A handwritten signature in black ink that reads "Scott Conley". The signature is written in a cursive, flowing style.

Scott Conley  
Authority Sales  
BMW Motorcycles of Scottsdale

Enclosure: City of Peoria Proposal P04-0088



**BMW Motorcycles of Scottsdale**

14870 N. Northsight Blvd. #100

Scottsdale, AZ 85260

480.609.1800

480.609.1801 Fax

[www.bmwmotorcyclesofscottsdale.com](http://www.bmwmotorcyclesofscottsdale.com)

**Peoria Police Motorcycle Bid  
P04-0088**



## **Technical Proposal**

### **1. Intent & Project Understanding:**

The City of Peoria is soliciting vendors for proposals to meet the needs of its Police Department to continue the Motor officer program without interruption in service. Police agencies, including the City of Peoria Police, have utilized motorcycles to increase the effectiveness of their traffic enforcement, homeland security and security and escort of domestic and foreign officials. The motorcycle provides a mode of transportation that also amplifies effectiveness for community policing programs. This proposal is based upon the understanding that the City of Peoria wants to offer its officers the most comfortable, reliable and safest proven unit on the market, while continuing financial feasibility for such a program. This approach increases officer effectiveness, productivity and reduces other stress, injury and other negative factors often resulting in lost service time.

BMW Motorcycles of Scottsdale is prepared to offer the City of Peoria Police Department BMW Police Motorcycles, specifically the 2004 and future year models of R1150RT-P. These will offer the City of Peoria a cost effective, reliable, and above all, safe motorcycle for Motor Officers to perform their duties. The R1150RT-P is capable of performing for extended service periods on urban streets and/or highways. The R1150RT-P has been proven to be a consistent and trouble free unit in all weather conditions, including the stress of heat endured in this geographic area for extended periods each year.

The original solicitation addressed a two (2) year lease for the motorcycles, with recycling the units after the end of the lease term. BMW Police Motors have been most successful as a cost effective solution if the agency maintains the motorcycle for more of its capable service life. Most agencies maintain the BMW Motorcycle in their fleet for an operating range of 60,000 to 100,000 miles of service. Peoria has published an estimated 8,000 miles per year. Our proposal includes a quotation for the two (2) year lease and a more economical solution for longer lease terms. Longer lease terms will allow the agency to develop effective usefulness and skills with the BMW product, as well as minimize training and officer familiarization with new brands every two years. We believe that a two (2) year cycle for product changes will increase the department's training burden and create other unexpected cost not outlined here.

BMW Motorcycles of Scottsdale is Arizona's newest BMW dealer. The owners and staff represent significant experience levels in motorcycling, business ownership, customer service and technical skills. Many of the staff members have years of experience servicing BMW Police Motors customers in other states. Our Authority Sales staff has worked with hundreds of other state and local law enforcement agencies in providing police products including past contracts with the City of Peoria.



**Specifications: BM R1150RT-P**

*(Note: Per buyer request, comparisons are offered where BMW product specifications or features significantly vary from the original solicitation specifications. These are in italicized comments. The original specifications called for a Harley-Davidson (H-D) product, though the specific model is not known. Thus comparisons are made in general for both H-D models possibly being considered. These comparison descriptions may also increase the length of this proposal.)*

**Engine**

- Type:** Air-cooled/oil-cooled twin-cylinder
- Bore x stroke:** 101.0 mm x 70.5 mm
- Displacement:** 1130 cc
- Horsepower:** 95 bhp @ 7,250 rpm
- Torque:** 74 lb-ft @ 5,500 rpm
- Compression ratio:** 11.3:1
- Valve gear:** Chain-driven, high cam, OHV with adjustable rocker arms
- Valves:** 2 x 34 mm intake / 2 x 29 mm exhaust
- Valves / cylinder:** Four
- Engine oil capacity:** 4.0 quarts
- Management:** Motronic MA 2.4 with two spark secondary

*Comparison: The BMW R1150RT-P motor is designed on a different platform than the H-D product. BMW R1150 Boxer Motor is a proven engine with significant reliability and minimal wear. Both are two (2) cylinder/piston engines, except the BMW has a displacement of 1130cc and H-D at 1450. The BMW motorcycle however has an extended service interval of 6000, including oil changes, thus reducing down time and increasing officer time on patrol. The BMW has opposing twin cylinders, with two (2) spark heads and is air and oil cooled. H-D does not publish horsepower ratings for the engines, thus we are unable to provide performance comparisons.*

**Clutch / Transmission**

- Primary drive:** 1:1.889
- Clutch:** 165-mm dry, single plate with hydraulic actuation
- Gear ratios:**
  - 1st: 2.38:1
  - 2nd: 1.60:1
  - 3rd: 1.27:1
  - 4th: 1.04:1
  - 5th: 0.90:1
  - 6th: 0.80:1
- Final drive system:** Enclosed driveshaft with two universal joints
- Final drive ratio:** 2.91:1

*Comparison: The BMW R1150RT-P utilizes a dry clutch versus a multi-plate wet clutch system. This system (BMW) provides a positive engagement of transmission and quick response for durable long service. Additionally, the BMW gearbox is a 6 speed unit, providing significant range for slow speed patrol/parade functions, as well as higher end highway/pursuit duty.*

**Brakes**

- Brake system:** BMW EVO with partial integral ABS
- Front brakes:** Two, four-piston fixed calipers
- Front rotor:** 12.6 inch dual floating rotors



**Rear brakes:** Single, two-piston floating caliper  
**Rear rotor:** 10.9 inch single fixed rotor  
**Actuation:** Hydraulic, DOT 4 fluid type

*Comparison: The BMW R1150RT-P is designed with the latest in Anti-lock Braking System (ABS). It provides the officer with added protection to ensure motorcycle control and the edge to avoid dangerous situations where standard braking fails to allow the rider the opportunity for evasive actions. The specifications requested did not include a requirement for ABS, as many other agencies have. This is an added value for this offer.*

### **Suspension**

**Frame:** Cast aluminum front frame section with steel rear. 3 section frame, with engine as stressed member.  
**Front suspension:** BMW Telelever with central spring/strut. Linear rate coil spring. Twin tube gas filled shock absorber.  
**Front travel:** 4.7 inches  
**Rear suspension:** BMW Paralever swing arm and shaft drive. Single tube gas filled shock absorber. Variable rebound dampening.  
**Rear travel:** 5.31 inches

*Comparison: BMW specifications meet or exceed requirements.*

### **Wheels /Tires**

**Front wheel:** 3.50 x 17 cast alloy, five, double-spoke  
**Rear wheel:** 5.00 x 17 cast alloy, five, double-spoke  
**Front tire:** 120/70 x 17 tubeless  
**Rear tire:** 170/60 x 17 tubeless

*Comparison: BMW Police Motorcycles include run flat tires to provide additional safety and officer confidence. BMW's modern radial tire construction utilizes two ply rather conventional four ply construction.*

### **Fuel Tank**

**Fuel capacity:** 6.6 U.S. gallons  
**Reserve** 1.0 gallon reserve (include in above capacity)  
**Fuel System:** Electronic Fuel Injection

*Comparison: BMW specifications exceed requirements.*

### **Electrical System**

**Charging system:** 840 Watts @ 14 Volts (12VDC operational limits)  
**Battery:** Two (2) 12 Volts 19 Amps/hour (38 Amps total). Dual linked battery system - always restarts after violator stops.  
**Cooling system:** Air and thermostatically controlled oil cooling  
**Hand Controls:** Water resistant ergonomically designed controls  
**Starter:** 12VDC engaged  
**Horn:** significantly loud enough to be heard of traffic and operational noise levels  
**Battery Service:** Emergency Jump Start contact points  
**Lighting:** Halogen Headlamp with FF Technology  
**Pursuit Lamps:** Dual front and dual rear LED lights. Special Authority fuse block for all emergency equipment. Power



accessory sockets. Front and rear side LED lights with signal flashers. Telescoping rear strobe pole beacon, with "off" switch. Flashers, turn signals, side reflectors, tail lights and headlamps are all standard equipment and conform to US DOT requirements. **Electronic Siren:** 100 watt BMW Code 3 siren, with wail, yelp, hyper-yelp, air horn, radio rebroadcast & PA (microphone jack and linkage).

*Comparison: The BMW Code 3 siren is included in this proposal. The BMW Code 3 siren meets or exceeds all SAE, CA and Title 13 guidelines for emergency audible devices. The BMW Code 3 siren is also built into the bike and is covered under the parts warranty, and does not require external warranty service or repair. The BMW product is known for its built-in power management control and performance. Also include, a Special Authority fuse block for all emergency equipment, two (2) power accessory sockets, blue license plate ID lights and fairing integrated police radio speaker with wiring. Operates at 1.5 times crankshaft speed, thus charges at idle, which other brands do not.*

### **Visual Displays**

**Speedometer:** Calibrated analog speedometer with 2 mph increments

**Odometer:** Included

**Tachometer:** Analog - Included

**Fuel Level Gauge:** Included.

**Indicator Lamps:** Included.

**Sight Glass on brake master cylinder:** Included

*Comparison: BMW specifications meet or exceed requirements.*

### **Feature Requirements:**

**Seat:** Seamless solo seat with three (3) adjustments for seat height to accommodate different riders comfort expectations.

**Windshield:** Front mounted, optically clear, windshield providing rider superior protection in all types of weather riding. Windshield is also electronically controlled by rider to adjust height and riding comfort.

**Side Stand:** Positive activation side stand linked to unit operation to prevent accidental operation with side stand down.

**Center Stand:** Quick function center stand capable of supporting unit on diverse surfaces.

**Riders Foot Rest:** Non-skid rubber padded foot rest.

**Engine Guards:** Front engine and rear saddlebag chrome guards

**Saddlebags:** factory installed police bags, providing waterproof protection and positive latching closures.

**Drive:** quiet, vibration free drive shaft

**Mirrors:** Two (2) true image mirrors

**Key:** Three (3) keys will be provided with each vehicle

**Grips:** Heated Grips, with High and Low adjustable settings

**Trunk:** BMW Police Trunk, white in color

**Color:** Black and White

*Comparison: BMW offers a completely integrated Emergency lighting system (Code 3) that is affixed to the motorcycle, offering superior visibility with smooth finish for worry free operation. The BMW Code 3 is also warranted under the BMW warranty*



*and does not require separate service or claim processing for repair. The fairing, though not specified in the solicitation, is key to officer comfort and service. The BMW design and engine cooling offer officers more protection from rising engine heat than any other product in the market. The BMW design is intended to push heat downward and away from officers(riders) making idling in high temperatures (Arizona) more tolerable and less fatiguing.*

*The Stage One performance kit, quoted in the solicitation is a unique H-D product to improve performance of the civilian motorcycle up to police standards. BMW Police Motorcycles do not require this add on, thus not mentioned in quote. The BMW also includes an electrically rider controlled windshield that provides improved rider protection in various conditions. This is beyond specifications required.*

**Dimensions:**

- Overall length:** 87.8 inches
- Overall width:** 35.4 inches
- Wheelbase:** 58.5 inches
- Ground clearance:** 6.0 inches
- Seat height:** 31.7 inches (adjustable to 32.5" and 33.3")
- Steering angle:** 62.9 degrees
- Front wheel trail:** 4.8 inches
- Weight – Dry:** 592 lbs.
- Weight – Wet:** 641 lbs.
- Maximum load:** 1091 lbs. GVWR

*Comparison: The solicitation did not require dimensions, but these are provided for additional review.*

**Warranty & Maintenance:**

**Warranty:** BMW Police Motors come with a thirty-nine (39) month Unlimited Mileage. Limited Motorcycle Warranty. The service intervals are every 6,000 miles. For this proposal, normal service maintenance intervals and cost have been outlined in the additional proposal content section. *A full warranty description is attached to this proposal.*

**Records:** BMW Motorcycles of Scottsdale remains open for inspection by the City of Peoria at any time. All records for unit service will be maintained by VIN.

**Pickup & Delivery:** BMW Motorcycles of Scottsdale maintains an inventory of wheels and tires for unscheduled changes to City of Peoria Police Motorcycles to minimize officer downtime and reduce service time. Tire changes will be completed within 90 minutes of an officer's arrival at service center. Additionally, Police Motors are **priority** in the Service Center and scheduled maintenance can be accomplished same day and usually within a few hours reducing officer downtime. All mechanical repairs where the motorcycle is inoperable or unsafe will be picked up and delivered in the most cost effective means.

**Location:** BMW Motorcycles is within the required 50 miles radius of the City of Peoria, AZ (27 miles per [www.mapquest.com](http://www.mapquest.com))



**Life Cycle Costing:**

As mentioned earlier in this proposal, the BMW product cost effectiveness is maximized when the unit is used for a longer period of time, as opposed to the two (2) year lease outlined in the solicitation. In accordance, with the bid solicitation requirements, we are submitting a two-year lease quote, as well as additional term quotes for consideration. This is in agreement from the buyer communication to us, asking for financial options.

BMW designed the R1150RT-P for police and authority use only. The motorcycle is not easily returned to civilian use and is designed to operate at higher temperatures, under extreme conditions. As mentioned earlier, the unit is usually in service for 60,000 to 100,000 miles. The usage outlined in the solicitation only calls for 8,000 / year. The BMW product should be introduced into the agency and become a training standard. The officers for several years to come could rely on a consistent dependable product. The cities of Avondale, Gilbert, Sedona and others have chosen the BMW product as the most cost effective means. The following outlines financial options to achieving these goals (See Pricing Sheets for more details). BMW Police Motors come with a thirty-nine (39) month, unlimited mileage, limited motorcycle warranty. The attached price sheets include delivery and officer orientation training.

**60 Month Lease:**  
**Monthly Cost \$320.82**  
**Residual: \$ 1,800.00**

---

**48 Month Year Lease:**  
**Monthly Cost \$350.41**  
**Residual: \$ 3,900.00**

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**36 Month Lease:**  
**Monthly Cost \$422.89**  
**Residual: \$ 5,000.00**

---

**24 Month Lease:**  
**Monthly Cost \$510.55**  
**Residual: \$ 7,500.00**

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**Additional Proposal Content:**

**Delivery:** BMW Motorcycles of Scottsdale and BMW Motorcycles USA believes that for the product to be fully effective, the end user (Motor Officers) need to receive appropriate and adequate training in a timely manner. We are prepared to offer the officers a one day R1150RT-P Orientation training program, instructed by a BMW Motorcycles USA consultant (former California Highway Patrol Officer). Peoria Police will need to provide access to a training facility or track and BMW Motorcycles of Scottsdale will



cover instructor, related cost and materials. This is designed for product introduction and familiarization, and not ongoing training for department requirements or POST.

**Preventative Maintenance:**

**Maintenance:** BMW Police Motors come with a thirty-nine (39) month, Unlimited Mileage, limited motorcycle warranty. The following outlines the normal service periods and normal cost associated with service. The two year period, with projected mileage at 16,000 miles, would only require the first three (3) services.

600 Mile Service (initial break in check)	\$ 317.00
6000 Mile Service	\$ 326.00
12,000 Mile Service	<u>\$ 449.00</u>
(two year estimate).....	\$1392.00
18,000 Mile Service	\$ 326.00
24,000 Mile Service	\$ 449.00
(three year estimate).....	\$2167.00

The service performed varies between 6,000 and 12,000 miles increments. As outlined above the 6,000 mile services are \$314.69 and the 12,000 mile services are \$474.12. Tire and brake replacement cost are NOT forecasted in above figures. Please see Pricing Sheets for more details.

**Police Customer Support**

BMW Motorcycles of Scottsdale recognizes that a well-trained and competent staff is the key to successful customer satisfaction. As a condition of employment BMW Motorcycles of Scottsdale requires each staff member to complete BMW training in their specific areas of responsibility. BMW Motorcycles USA has a comprehensive training program for each of the areas within a motorcycle dealership.

**BMW Certification Requirements for BMW Certified Technicians at BMW Motorcycles of Scottsdale**

BMW Motorcycles of Scottsdale, as a condition of employment, will only hire current BMW Certified Technicians.

Both Certified and Master BMW Technicians must go through a battery of testing at the completion of each program before they are allowed to continue to the next and ultimately received there respective certifications.

*Continuing Education is required to keep all certifications. BMW Motorcycles of Scottsdale in efforts to maintain the most up to*



*date service and diagnostic practices pays 100% for any BMW factory training as well as travel related expenses.*

The following employee bios represent our commitment to providing Police customers the finest in service and support.

### **Steve Valentine, Service Manager**

Steve Valentine has over 24 years experience in the automotive, aerospace and motorcycle industry. Mr. Valentine started his career as an engineering flight test technician for the McDonnell Douglas Aircraft Corporation in Long Beach. He then served as a senior laboratory technician for Ford Aerospace Corporation. In 1985 Mr. Valentine was the department manager of the daily operations of planning department for the B-2 bomber for Northrop Corporation. He continued his aerospace career until deciding to move his technical skills into the automotive / motorcycle area. His career in the transportation industry has centered around administering the highest level of service in vehicle service departments. He began as a service manager for Infiniti products in Carlsbad, CA. Responsibilities included daily operation of the service department with strong emphasis on customer satisfaction. He continued in service roles with Lamborghini in Santa Ann, CA.

Most recently, he succeeded as the Service Manager at a Southern California BMW Motorcycle Dealership His responsibilities have included daily operations for both civilian and Police motorcycles. His experience includes service for the California Highway Patrol and many other municipal agencies throughout Southern California. His immediate past operations included service activity for Police Motors, which was over 65% of the total service operation. He now oversees all service operations for BMW Motorcycles of Scottsdale.

To date, Steve holds several licenses and certifications including, ASE Master Technician, Certified welder, engine run and taxi test certified for military jet aircraft, level 7 aircraft technician and M1 motorcycle license.

### **Michael Bisson, BMW Master Technician**

Michael Bisson has been a BMW Certified Technician since 1994. Michael started his career at a Florida BMW Motorcycle dealership and continued his advancement to Asst. Service Manager. In 1997, he was invited back to Daytona by American Motorcycle Institute (AMI) to instruct and teach in the factory BMW Motorcycles Certification Course. Michael instructed BMW Certification at AMI up to his tenure with BMW



Motorcycles of Scottsdale. He is responsible for most of the most current curriculum and new programs taught at the factory certification center at AMJ. Michael has also participated in factory programs and consulted directly for BMW Motorrad N.A. Michael relocated to Arizona in 2004 to join the staff at our dealership. We look forward to his years of experience and technical skills to make our service department a superior resource to our customers.

#### **Louis Franconi, BMW Certified Technician**

Before pursuing his passion with motorcycling "Louie" trained and worked as a Respiratory Therapist. Louie completed his BMW Technician certification in Florida and began his technical career there. He joined BMW Motorcycles of Scottsdale this past spring and has been instrumental in opening the service center. Immediately prior to Florida, he worked as a service advisor and assistant service manager for Toyota dealership in Michigan.

#### **Gabor Szolnok , BMW Certified Technician**

"Gabe" began his mechanical career in 1972, working with family in an automotive business in Hungary. He completed many years of formalized mechanical training there. In 1987 he moved to the United States and continued his career in automotive and motorcycle dealerships in Minnesota. In 1999 he and his family relocated to Arizona and recently joined BMW Motorcycles of Scottsdale. Gabe brings a diverse and highly technical background, offering customers efficient diagnosis and quick solutions to service.

#### **Jerry Kinsey, Parts Manager**

Jerry began in the automotive and motorcycle industry as a technician. He became a BMW Certified Technician, then moved into the parts area for a dealership in California. After many years of experience as a manager in a large BMW Motorcycle dealership in Southern California, he decided to move to Arizona and bring his wealth experience to BMW Motorcycles of Scottsdale. In addition to the above, Jerry has had many years of experience providing quality technical and parts service to Police customers.



*The principals and staff that further support our police customers include the following:*

**David Slepak, General Manager/Dealer Principal**

David Slepak is the General Manager and a dealer principal of BMW Motorcycle of Scottsdale. He graduated from Arizona State University, where he received Bachelor of Science degrees in Business and Political Science. David was selected to, and was in the first graduating class, The Center for the Advancement of Small Business at Arizona State University. *(The Center for the Advancement of Small Business fosters a strong partnership between business and education. Its nationally acclaimed programs are part of the W. P. Carey School of Business.)*

David has served in several key position roles, beginning with his own company while still in college. He most recently served as Vice President of Sales and Marketing for Copperstone Group, Ltd., in Scottsdale, AZ. David and his partners developed and opened the BMW Motorcycles of Scottsdale with the objective of providing civilian and police customers the finest level of service and support in Arizona. David is also an experienced rider and travels throughout the country touring on BMW motorcycles.

**Joshua A. Slepak, Operations Manager & Dealer Principal**

"Josh" graduated from Arizona State University, and earned B.S degrees in Small Business and Tourism. Josh also graduated from the Center for the Advancement of Small Business. Josh joined Copperstone Group, Ltd. and contributed significantly to its growth and products development. He also continues to advance his technical skills, as he is an FAA licensed pilot, with instrument ratings.

Josh manages the daily operational side of BMW Motorcycles of Scottsdale, which includes the service and parts departments. Both of which are key to the success of service and support for Police Motors.

**Scott Conley, Authority Sales & Police Customer Service**

BMW Motorcycles of Scottsdale is the only BMW dealership in Arizona that has made a commitment to law enforcement customers by having a specific representative to assist Authority customers. Scott assists agencies in identifying the objectives of their current or proposed Motor Programs and providing information and support to see that they meet their needs. He has been riding motorcycles for over 25 years and has been an

BMW Motorcycles of Scottsdale  
Peoria Police Motorcycle Proposal  
P04-0088



arson and fraud investigator for over 20 years. He was also a law enforcement instructor under contract by US Department of Justice and FLETC.

# R 1150 RT-P Motor Profile Sheet



Department: Peoria Police Department		
Address: 6314 W Cinnabar Ave		
City: Peoria	State: AZ	Zip: 85345
Contact: Nancy Wilson		
E-Mail: kimberlb@peoriaaz.gov		
Selling Retailer: BMW Motorcycles of Scottsdale		
		<b>\$ 18,340.00</b>
<b>Radio / Release, Brand</b>		<b>Data Released:</b>
<b>Antenna</b>	<input checked="" type="checkbox"/> Radio Box <input checked="" type="checkbox"/> Protection Bar (included in base price)	
<b>Mounting:</b>	<input type="checkbox"/> CHP Low Band Chromo Rear Mount (\$148) <input type="checkbox"/> R00 MHz Plate (\$27)	
<b>Radio Options</b>	<input type="checkbox"/> Radio Wiring Harness (\$12) <input type="checkbox"/> Motorola Control Head Sunvisor (\$6) <input type="checkbox"/> Power Management Module (\$89) Radio Speaker Out Connection Point <input type="checkbox"/> Radio Box <input type="checkbox"/> Control Head	
<b>PTT Switches:</b>	<input checked="" type="checkbox"/> Single Siren Switch w/out (\$17) x ____ (Minimum one required for siren) (Switch buttons when mounting bar on bike are w/o push button switches above)	
<b>Headset / Radio Interface</b>	<input type="checkbox"/> Single (\$17) <input type="checkbox"/> Dual (\$22) <input type="checkbox"/> Triple (\$28) <input type="checkbox"/> PVP (\$28) <input type="checkbox"/> CHP (\$28) <input type="checkbox"/> Set Com PTT (\$22) <input type="checkbox"/> Set Com Rocker (\$35)	
<b>Front Lights:</b>	<input checked="" type="checkbox"/> Red <input type="checkbox"/> Amber <input checked="" type="checkbox"/> Blue <input type="checkbox"/> White <input type="checkbox"/> Strobe <input type="checkbox"/> GS-2 <input type="checkbox"/> GH-2 <input type="checkbox"/> PAR36S <input type="checkbox"/> PAR36H <input type="checkbox"/> Code 3* <input checked="" type="checkbox"/> LED* <input checked="" type="checkbox"/> Code 3 LED - color blue & white - add \$130 per light head	<b>\$ 130.00</b>
<b>Side Lights:</b>	<b>Front</b> <input checked="" type="checkbox"/> Red <input type="checkbox"/> Amber <input checked="" type="checkbox"/> Blue <input type="checkbox"/> White Strobe or LED* = <input type="checkbox"/> Strobe <input type="checkbox"/> Series 43 <input type="checkbox"/> Series 500 <input type="checkbox"/> PAR36 <input type="checkbox"/> Code 3* <b>Rear</b> <input checked="" type="checkbox"/> Red <input type="checkbox"/> Amber <input checked="" type="checkbox"/> Blue <input type="checkbox"/> White LED* = \$250 <input type="checkbox"/> Forward LED's <input checked="" type="checkbox"/> Code 3 LED - color blue & white - add \$130 per light head <input checked="" type="checkbox"/> Rear LED* <input type="checkbox"/> Series 500 side siren mounts - add \$50 for polished or black	<b>\$ 290.00</b>
<b>Rear Lights:</b>	<input checked="" type="checkbox"/> Red <input type="checkbox"/> Amber <input checked="" type="checkbox"/> Blue <input type="checkbox"/> White Duplex LED* = <input type="checkbox"/> Series 500 <input type="checkbox"/> Series 7 <input type="checkbox"/> Code 3* <input type="checkbox"/> Code 3 Duplex* <input type="checkbox"/> Series 7 LED - color blue or white add \$160 per light head <input checked="" type="checkbox"/> Code 3 LED - color blue & white - add \$130 per light head / \$250 per light head for duplex	<b>\$ 250.00</b>
<b>Pole Light:</b>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Blue <input type="checkbox"/> Amber	<b>\$ 170.00</b>
<b>Power Supplies / Flashers:</b>	<input type="checkbox"/> Strobe 4 x 75W or <input type="checkbox"/> 6 x 60W \$ included in base price of strobe plug (112020041LED) <input type="checkbox"/> Strobe 6 x 90W w/dimmer - most popular upgrade to strobe system (\$105) (11202041LED) <input type="checkbox"/> Strobe 2 x 40W - used with strobe pole light combined with w/LED lights (\$75) <input checked="" type="checkbox"/> Synchronized Flasher - LED's - optional LED controller w/photo-eye (\$97)	<b>\$ 97.00</b>
<b>Side Turn Signals:</b>	<input type="checkbox"/> CHP semi-spherical amber incandescent lights w/relay (\$100) <input type="checkbox"/> Code 3 W-Optic Amber LED's Interlaced with LED Emergency Lights (\$65)	
<b>License Plate ID:</b>	<input checked="" type="checkbox"/> Blue <input type="checkbox"/> Red <input type="checkbox"/> Red LED (\$30 pair) <input type="checkbox"/> Red LED Brake/Tail Light (\$65)	
<b>Radar Options:</b>	Moving Radar: <input type="checkbox"/> Display Head VL (\$37) <input type="checkbox"/> Front Antenna Mt (\$50) <input type="checkbox"/> Rear Antenna Mt. (\$35) <input type="checkbox"/> Remote Control Mt. (\$20)	
<b>Brand: Stalker Dual Model:</b>	<input type="checkbox"/> Front Gun Mount (\$97) Kustom Talon / Stalker ATR / MPH Z-Series / MPH K15 / LTI 20-20 Laser Gun <input type="checkbox"/> Rear Gun Mount (\$97) Kustom Pro Laser 3 / Stalker Laser <input checked="" type="checkbox"/> Fused Front Radar Plug (\$42) <input type="checkbox"/> Rear Radar Plug (\$39)	<b>\$ 42.00</b>
<b>Siren Amplifier:</b>	<input checked="" type="checkbox"/> BMW / Code 3 <input type="checkbox"/> PA Microphone (\$95)	
<b>Saddlebags:</b>	<input checked="" type="checkbox"/> System City Cases <input type="checkbox"/> System Cases (large) Lid Color: <input checked="" type="checkbox"/> Black <input type="checkbox"/> Painted Lids <input type="checkbox"/> Case Dividers (\$29 each case)	
<b>Other Options:</b>	<input type="checkbox"/> Map Light (\$74) <input type="checkbox"/> Notepad Holder (\$26) <input type="checkbox"/> Rocker Cover Protectors (\$67) <input type="checkbox"/> Rear Shotgun Mount (\$400) <input type="checkbox"/> Flashlight Holder (\$60) <input type="checkbox"/> Motor Cover (\$75) <input type="checkbox"/> Pelican M11 Flashlight (\$135) <input type="checkbox"/> Flashlight / Baton Holder (\$77) <input type="checkbox"/> Decals <input type="checkbox"/> Tire Gauge (\$29) <input type="checkbox"/> Radio Box Softbag (\$74) <input type="checkbox"/> Chrome Valve Covers <input type="checkbox"/> Repair Manual CD (\$82) <input type="checkbox"/> Headlight Strobe (\$69) <input type="checkbox"/> Ticket Book Box (\$60) <input type="checkbox"/> X-Tail Shield (\$147) <input type="checkbox"/> GS Handlebar Mirrors (\$63) <input type="checkbox"/> Charger-Gel (\$42)	
<b>Motorcycle Color:</b>	<input type="checkbox"/> Special Order \$400 <input type="checkbox"/> CHP White Fading Side Panels (\$80) (only when assembled by A & S BMW) <input checked="" type="checkbox"/> 753 Alpine White-3 / Nightblack <input type="checkbox"/> 751 Alpine White-3	
<b>Additional Options / Changes:</b>	<b>BMW Certified Technician Build &amp;</b> \$ 699.00 <b>Black Wool Comfort Seat Covering</b> \$ 69.00 <b>Less Dealer Discount</b> \$ (200.00)	
<b>Outside Assembly:</b>	Basic package including front side lgnts, notepad, maplight, flashlight holder <input type="checkbox"/> Side TS (\$36) <input type="checkbox"/> Strobe Pole (\$56) <input type="checkbox"/> Radio Cable (\$39) <input type="checkbox"/> Full Radio (\$375) <input type="checkbox"/> PVP Kit <input type="checkbox"/> R-Side LED (\$38) <input type="checkbox"/> Stalker Waterproof Head (\$706) <input type="checkbox"/> Full Stalker or Kustom Moving Radar <input type="checkbox"/> HL Strobe (\$76) <input type="checkbox"/> Kustom MotorEye Video System (\$188) <input type="checkbox"/> Shotgun (\$36) <input type="checkbox"/> Skid Plate (\$19)	
<b>Total Retailer Invoice Price:</b>		<b>\$ 18,397.00</b>

## Limited Warranty - BMW R 1150 RT-P, R 1150 GS-P and R 1150 GS-P 2004 Police Motorcycles (Valid only in the U.S.A.)

BMW of North America, LLC ("BMW NA") warrants to the first retail Public Authority (Purchaser) and each subsequent Purchaser of 2004 U.S. specification BMW Police motorcycles, imported by BMW NA, to be free of defects in materials or workmanship for a period of 39 months, without mileage limitation, commencing with the date the motorcycle is delivered to its first retail Purchaser, or, if the motorcycle is first placed in service as a BMW Press motorcycle, BMW Employee Lease motorcycle, BMW Motorcycle demonstrator, BMW Display motorcycle, BMW Fleet Motorcycle or BMW Motorcycle retailer demonstrator prior to sale at retail, on the date the motorcycle is first placed in such service. To obtain service under this warranty, the motorcycle must be brought, upon discovery of the defect, to the workshop of any authorized BMW motorcycle retailer. They will, without charge for parts or labor, either repair or replace the defective part(s) using new or authorized remanufactured parts. The decision to repair or replace said part(s) is solely the prerogative of BMW NA. Parts for which replacements are made become the property of BMW NA.

BMW NA makes no other express warranty on this product except the warranty as to the emission control system. The duration of any implied warranties, including the implied warranty of merchantability, is limited to the duration of the express warranty herein. BMW NA, hereby excludes incidental and consequential damages, including loss of time, inconvenience, or loss of use of the vehicle, for any breach of any express or implied warranty, including any implied warranty of merchantability that may be applicable to this product. Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Any legal claim or action arising from any express or implied warranty contained herein must be brought within 12 months of the date it arises.

**The following items are warranted against defects in material and workmanship for the first 12 months:**

- Paint, powder coat and chrome finishes
- Battery
- Clutch Plates

**This warranty does not apply to the following, except as noted above:**

- a. **Maintenance Services** - This includes, but is not limited to, scheduled maintenance, such as oil changes, wheel balancing, mechanical adjustments or repairs which become necessary through normal wear and tear such as carburetor / throttle body synchronization, poly V-belt adjustments or steering bearing adjustments, or periodic maintenance such as input and Paralever drive shaft spine lubrications.
- b. **Service & Wear Items** - This includes, but is not limited to, the replacement of brake pads, linings and rotor assemblies, clutch plates, rear drive chain / belt and sprockets, spring strut dampers, steering head dampers, steering head, wheel and swing arm bearings and ball joints, incandescent bulbs, fuses, control cables, poly V-belt replacements, exhaust pipes and mufflers for discoloration of finish and rubber items such as hand grips, heated hand grips, foot rests, foot shift and control cable shields.
- c. **Batteries** - Batteries that exhibit signs of neglect or overcharging.
- d. **Tires** - Tires and tubes are warranted by their respective manufacturer for defects in materials and workmanship.
- e. **Code 3 Emergency Products** - BMW NA has arranged with Code 3 Public Safety Equipment, Inc. ("Code 3") to allow authorized BMW motorcycle retailers to process valid Code 3 claims for warranty repair / replacement of Code 3 products; but only for Code 3 products supplied by BMW NA on new BMW police motors or originally distributed by BMW NA through the BMW parts system. Code 3 warranty duration is 5-years for LED's light heads, 3-years for siren amplifiers and LED flasher modules, 2-years siren speakers. Please refer to the warranty information provided with these products for further details.
- f. **Emergency Lighting and Siren Systems** - These components are warranted by their respective manufacturer for defects in material and workmanship. Please refer to the warranty information provided with these products for further details.
- g. **Failure to Service** - This includes, but is not limited to, damage attributable to failure to perform maintenance services at the specified intervals or in accordance with the instructions in the Rider's Manual and/or Service & Technical booklet. Proof must be provided either by a paid invoice copy or filling in the appropriate boxes in the Service & Technical booklet.
- h. **Damage** - This includes, but is not limited to, damage resulting from negligence, improper treatment, the installation and use of side cars, three wheel conversions, trailer hitches, the towing of trailers of any description, accidents or improper accident damage repairs, corrosion from road salts, battery acid, cleaning agents, environmental influences, or treatment contrary to the Rider's Manual and/or Service and Technical booklet.
- i. **Non-BMW Parts** - Damage to a component or assembly due to the installation of replacement parts with specifications that differ in any material respect from Original BMW Parts.
- j. **Towing**

**The warranty shall be null and void if:**

1. The motorcycle is used in any competitive events.
2. The motorcycle has been declared a total loss or sold for salvage purposes.
3. If the Vehicle Identification Number has been altered or cannot be read.
4. Any performance accessories or components attached to the vehicle which alters the original engineering and/or operating specifications which results or may result in damage to other original components.



## REQUEST FOR PROPOSAL

### INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

8314 West Cinnabar Avenue

Peoria, Arizona 85345-6580

Phone: (623) 773-7115

Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
  - a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
  - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
  - c. Erasures, interlineations, or other modifications in the proposal shall be initiated in original ink by the authorized person signing the Vendor Offer.
  - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
  - e. Periods of time, stated as a number of days, shall be calendar days.
  - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment in this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the City of Peoria Procurement Code. A vendor submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **NEW:** All items shall be new unless otherwise stated in the specifications.
9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
12. **AWARD OF CONTRACT:**
  - a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
  - b. Notwithstanding any other provision of this *Request For Proposal*, the City expressly reserves the right to:
    - (1) Waive any immaterial defect or informality or
    - (2) Reject any or all proposals or portions thereof, or
    - (3) Reissue a *Request For Proposal*.
  - c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception at the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 200), the Vendor certifies:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
  - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.



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6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.



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15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.



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18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
- Waive the non-conformance.
  - Stop the work immediately.
  - Bring material into compliance.
- This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-8560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



## SPECIAL TERMS AND CONDITIONS

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**Materials Management  
Procurement**  
8314 West Cinnabar Avenue  
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Fax (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Motorcycle Leases**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.  
  
Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Term with Justifiable Price Adjustment Allowed Indefinite Quantity
7. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of two (2) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for two (2) additional two (2) year terms, up to a maximum of forty-eight (48) months.
9. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
10. **Additional Terms and Conditions:** The Industry Standard Terms and Conditions contained in the Dealer Lease Agreement shall be included in the final contract.



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11. **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in the maximum length requirements as specified.

a. Technical Proposal

- i. Project Understanding and Approach - maximum six (6) pages. Page limit does not include required copy of the Lease Agreement.
- ii. Cost Considerations - Use Price Sheets provided.
- iii. Firm's Experience with Similar Projects - maximum five (5) pages.
- iv. Firm's Capabilities - maximum five (5) pages.
- v. Additional Data Support - detailed resumes, etc. Information and support data shall only be for the local office(s) performing the services. Data should *not* be mostly a continuation of data called for in items above).

b. Proposal Content - the following items shall be addressed in the technical proposal submission.

- i. Understanding of the Scope of Work - Provide a summary of what the firm believes the City is attempting to accomplish with this Scope of Work.
- ii. Plan and method of approach to accomplish the Scope of Work - Provide the following (at a minimum):
  - a) A copy of the Lease Agreement with all terms and conditions that would be incorporated into the contract.
  - b) Plan and method for delivery of the motorcycles upon lease signing.
  - c) Plan and method to provide maintenance on motorcycles, including maintenance log and pickup/delivery information.
- iii. Cost Considerations - Offeror shall complete the attached Price Sheets and return with proposals.
- iv. Firm Experience with similar projects - Provide information regarding past experience leasing and servicing police motorcycles. This should include type of motorcycle leased, duration of lease and reference information on lease, with Police Department name, contact name, address and phone number.
- v. Firm Capabilities - Provide information regarding service capabilities. This should include resumes for maintenance staff. If maintenance is to be subcontracted provide company name, contact name, address and phone number of each contractor and include information regarding experience of subcontractor.
- vi. Conformance to Request for Proposals - All pages of the City's Request for Proposal document shall be included with proposal. Proposals shall be submitted in one (1) original and three (3) copies, per Paragraph II., Page 9.

12. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firm's Project/Team Manager's presence may also be requested (by the City) at the interview.



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13. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
- Understanding and Approach to Scope of Work
  - Cost Considerations.
  - Firms Experience with Similar Projects.
  - Firms Capabilities.
  - Conformance to Request for Technical Proposals.
14. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
15. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
16. **Independent Contractor:**
- General
    - The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
    - Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.
  - Liability
    - The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
    - To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.



## SPECIAL TERMS AND CONDITIONS

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c. **Other Benefits**

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

17. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

18. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

19. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

20. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.



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Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

21. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
22. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
23. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- The contractor provides material that does not meet the specifications of the contract;
  - The contractor fails to adequately perform the services set forth in the specifications of the contract;
  - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
  - The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- Cancel any contract;
- Reserve all rights or claims to damage for breach of any covenants of the contract;
- Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
  - Deduction from an unpaid balance;
  - Any other remedies as provided by law.



## SCOPE OF WORK

Solicitation Number: P04-0088

### Materials Management Procurement

8314 West Cinnabar Avenue  
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Phone: (623) 773-7115  
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#### I. Intent

It is the intent of the City of Peoria to lease **new** 2005 solo, certified, traffic law enforcement motorcycles for a period of 24 months.

#### II. Specifications

These specifications are intended to describe the minimum mechanical, safety and comfort requirements for solo, certified, traffic law enforcement motorcycles which will be used by the City of Peoria Police Department to enforce traffic laws, commercial vehicle compliance with equipment and safety regulations and to provide escort services for government officials, domestic and foreign diplomats.

##### A. Engine

The engine shall have a piston displacement of not less than 1450cc, 88 cu. in., shall be liquid or air cooled and shall have two or more cylinders equipped with overhead valves. Engine shall be designed to insure that any vibration frequencies and magnitudes shall be minimal.

1. Power train chrome group; designed for low maintenance; black wrinkle paint finish on engine; chrome rocker boxes, timer cover, outer primary housing and transmission covers.
2. Sequential Port Fuel Injection System (SPFI).

##### B. Clutch/Transmission

1. Clutch shall be of the latest multiple plate design.
2. Transmission shall be of latest design, manual type, having not less than five (5) forward speeds.
3. Requires clutch disengaged for starter motor operation; low effort hand levers.

##### C. Brakes

Both front and rear wheels shall have disc brakes. Front brake shall have dual drilled discs. Rear brake shall be a single disc. Brakes shall be relatively free from heat fade.

##### D. Suspension

Motorcycles shall have a suspension system that permits optimum handling conditions as required in metropolitan area traffic law enforcement.

1. Rear suspension shall have swing arms having bearings that require no lubrication for the life of the motorcycle.
2. Heavy duty, passive air adjustable anti-dive front suspension and air adjustable rear suspension; ability to adjust rear ride height to compensate for imposed loads.



## SCOPE OF WORK

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### Materials Management Procurement

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#### **E. Wheels/Tires**

1. Cast wheels are required. Rim material shall be impermeable to compressed air
2. Tubeless type tires to have non-skid tread, designed to operate on paved highways and shall have a full, four-ply fabric reinforcement. Tires shall be designed to remain on wheel during loss of air pressure.

#### **F. Fuel Tank**

Fuel tank shall have a capacity of not less than five (5) U. S. gallons. Fuel tank must provide reserve fuel capacity when main supply is exhausted.

1. Electronic Fuel Injection
2. Electric Fuel Pump
3. Reserve shall be not less than .5 gallons

#### **G. Electrical System**

Electrical system shall be nominal twelve (12) volt and shall comply with the following:

1. Battery - Heavy duty center mount battery is required. Minimum rated capacity shall be 30 ampere hours.
2. Charging System - 45 amp high output alternator and voltage regulator. Connectors shall be industrial grade throughout.
  - a. An additional electrical accessory connection shall be provided.
3. Hand Controls - water resistant switches.
4. Starting System - twelve (12) volt starter with solenoid operated engagement and relay required.
5. Horn - shall emit a sound level adequate to be heard above motorcycle and traffic generated noise levels.
6. Lighting - each motorcycle shall include the following lighting equipment:
  - a. Quartz Halogen Headlight
  - b. Pursuit Lamps to be mounted as follows:
    - i. Front mounted LED lamps, one red, one blue.
    - ii. LED lamps, mounted on each side of the front portion of the motorcycle near the fairing or engine guard.
    - iii. LED lamps, one red, one blue, mounted on each side of the tour-pack (trunk).
    - iv. LED lamps, one split lens, red and blue, mounted on the rear of the trunk.
    - v. LED red light bar lamp, mounted on the rear top portion of the trunk.
  - c. Tail light.



## SCOPE OF WORK

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- d. Turn signals.
  - e. Running lights – integrated into fender tips and front turn signals
7. Electronic Siren – A Whelen 100 watt electronic siren system (amplifier and speaker).
- a. Waterproof Amplifier (two tones: wail and yelp)
  - b. Airhorn.
  - c. Microphone jack.

### **II. Visual Displays**

The following visual displays shall be provided to inform the rider of the various conditions of motorcycle and engine:

- 1. Speedometer – Certified analog speedometer, to indicate 0-120 M.P.H.
- 2. Odometer – A calibrated, cumulative odometer.
- 3. Tachometer – An analog tachometer.
- 4. Fuel Level Gauge.
- 5. Indicator Lamps – Including a pursuit lamp indicator.
- 6. Sight Glass on brake master cylinders

### **I. Feature Requirements**

- 1. Seat – latest deluxe solo air saddle with removable wool cover, special police type, covered with breathable material, with rear back support design and quick release mechanism; single air bladder with reservoir and gauge.
- 2. Windshield – fork mounted windshield and fairing, shall be of latest design, utilizing Lexan™ or clear polycarbonate.
- 3. Side Stand – Jiffy type steel stand, locking type when engaged.
- 4. Footboards – adjustable, with non-skid rubber pads on upper surfaces.
- 5. Engine Guards – front engine guard, rear sturdy saddlebag guards.
- 6. Saddlebags – factory installed, law enforcement type fiberglass saddlebags. Bags shall be nominally waterproof, and shall utilize police style speed latches.
- 7. Drive – Final belt drive.
- 8. Mirrors – shall include two (2) true image mirrors.
- 9. Key – one key shall fit all locks. Three (3) sets of keys shall be provided with each motorcycle



## SCOPE OF WORK

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10. Heated grips.
11. Police tour pack trunk with 2 inch battery, white in color.
12. Stage One (1) performance kit upgrade.
13. Color – Faring, fuel tank, saddle bags and trunk shall be arctic white in color.

### III. Maintenance

- A. All maintenance except the basic oil and filter changes, brakes and tires, shall be provided by the leasing agent.
- B. Leasing Agent shall maintain a maintenance record (log) on each motorcycle unit. A copy of this log shall be provided to the City of Peoria Police Department upon request.
- C. Leasing Agent shall provide pickup and delivery of all motorcycles requiring maintenance.
- D. All maintenance locations must be within a fifty (50) mile radius of the City of Peoria.

### IV. Life Cycle Costing

All bidders must provide a 2-year Life Cycle Costing for each type of motorcycle offered. This shall include:

- A. 2-year lease price of Motorcycle.
- B. Preventive Maintenance costs of motorcycle throughout 2-year life cycle.
- C. Operating Cost of Motorcycle – This will be based on EPA estimated miles per gallon. Formula to be used is on Price Sheet, Page 19.

### V. Proposal Content – The following items shall be addressed in the proposal:

- A. Understanding of the Scope of Work – Provide a summary of what the firm believes the City is attempting to accomplish with this Scope of Work
- B. Plan and method of approach to accomplish the Scope of Work – Provide the following (at a minimum):
  1. A copy of the Lease Agreement with all terms and conditions that would be incorporated into the contract.
  2. Plan and method for delivery of the motorcycles upon lease signing
  3. Plan and method to provide maintenance on motorcycles, including maintenance log and pickup/delivery information.
- C. Cost Considerations – Offeror shall complete the attached Price Sheets and return with proposals.
- D. Firm Experience with similar projects - Provide information regarding past experience leasing and servicing police motorcycles. This should include type of motorcycle leased, duration of lease and reference information on lease, with Police Department name, contact name, address and phone number.



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E. **Firm Capabilities** – Provide information regarding service capabilities. This should include resumes for maintenance staff. If maintenance is to be subcontracted provide company name, contact name, address and phone number of each contractor and include information regarding experience of subcontractor.

F. **Conformance to Request for Proposals** All pages of the City's Request for Proposal document shall be included with proposal. Proposals shall be submitted in one (1) original and three (3) copies.

#### VI. **Evaluation**

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- A. Understanding and Approach to Scope of Work.
- B. Cost Considerations.
- C. Firms Experience with Similar Projects.
- D. Firms Capabilities.
- E. Conformance to Request for Technical Proposals.

#### VII. **Proposal Due Date**

- A. Proposals will be submitted in one (1) original and three (3) copies and shall be delivered to:

City of Peoria  
Materials Management  
8314 West Cinnabar  
Peoria, Arizona 85345

**The proposal shall be due no later than 5:00 p.m. on August 11, 2004.**

- B. All questions regarding the proposal should be directed to:

Kimberly Benedict, CPPB  
Buyer  
(623) 773-7531  
[kimberlb@peoriaaz.com](mailto:kimberlb@peoriaaz.com)





## PRICE SHEET

Solicitation Number: **P04-0088**

**Materials Management**

**Procurement**

8314 West Cinnabar Avenue  
 Peoria, Arizona 85345-6560  
 Phone: (523) 773-7115  
 Fax: (523) 773-7118

Item	Description of material and/or services and Pricing
------	---

2004 BMW R1150RT-P Police Motorcycle

**Life Cycle Costing Information Required**  
 (base figures on one (1) motorcycle)

	Characteristics	Data	Costs
1	Life of Motorcycle / Lease Term	2 years	N/A
2	2-year Lease price of one Motorcycle		\$ 12,253.20
3.	Preventive Maintenance Cost for one Motorcycle (for 2 years, estimated 16,000 miles) Note: This cost shall include all regular service requirements such as oil changes, oil filters, air filters, tires, brakes, etc. Please attach an itemized detailed list for 2 year preventative maintenance cost for one motorcycle.	Includes 2 sets of brakes, 2 tire changes and all req'd maintenance, including oil & filters	\$ 1,910.89
4.	Operating Cost of one Motorcycle based on formula below: (\$2.20 used as average price per gallon in Peoria area) EPA Estimated Miles per gallon <u>40</u> /gal x \$2.20 x 16,000 miles		\$ 880.00
	<b>Life Cycle Cost (Item #2 + Item #3 + Item #4):</b>		<b>\$ 15,044.09</b>

(operational cost per month (LLC/term) \$ 626.84 )

Initial Purchase Price of one Motorcycle \$ 18,397.00

Residual Value of one motorcycle at end of lease \$ 7,500.00

\* (ISO 7118 rates the motorcycles at 50mpg, but experience has shown that police use and long periods of idling reduce normal ratings to approx 40 miles/gal. To provide an accurate cost estimate that lower rate was calculated EPA does not provide ratings for fuel efficiency ratings for motorcycles)



**PRICE SHEET**

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Addendum to P04-0088

As requested, additional financial options are itemized below:

60 Month Lease Option (5 Year)

R1150RT-P BMW 2004+

12 motorcycles @ \$ 320.82 /month = \$3,849.84 x60 months = \$ 230,990.40

Sales/Use Tax \$ 0.00

Total 60 Month Lease Cost for 12 R1150RT-P.....\$ 230,990.40

Amount Due at Leasing: This offer is presented with no prepaids or initial signing fees.  
BMW Motorcycles of Scottsdale will also assist, at no cost, with unit registrations (\$0.00)

**Life Cycle Costing (1 motorcycle)**

60 Month Lease Price .....\$ 19,249.20

Preventive Maintenance.....\$ 6,458.46  
(includes normal maintenance, 6 tire changes, as well as brakes and oil & filter changes)

Operating Cost.....40miles/gal x \$2.20 x 40,000 .....\$ 2,200.00  
(ISO 7118 rates the motorcycles at 50mpg, but experience has shown that police use and long periods of idling reduce normal ratings to approx 40 miles/gal. To provide an accurate cost estimate that lower rate was calculated. EPA does not provide ratings for fuel efficiency ratings for motorcycles)

Life Cycle Cost.....\$ 27,907.66  
(operational cost per month (LCC/term) \$465.12 )

Initial Purchase Price ..... \$ 18,397.00

Residual Value of one R1150RT-P at end of lease .....\$ 1,800.00





**PRICE SHEET**

Solicitation Number: **P04-0088**

**Materials Management  
Procurement**

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Addendum to P04-0088

As requested, additional financial options are itemized below:

36 Month Lease Option (3 Year)

R1150RT-P BMW 2004+

12 motorcycles @ \$ 422.89 /month = \$ 5,074.68 x36 months = \$ 182,688.48

Sales/Use Tax \$ 0.00

Total 3 Year Lease Cost for 12 R1150RT-P..... \$ 182,688.48

Amount Due at Leasing: This offer is presented with no prepaids or initial signing fees. BMW Motorcycles of Scottsdale will also assist, at no cost, with unit registrations. (\$0.00)

**Life Cycle Costing (1 motorcycle)**

36 Month Lease Price ..... \$ 15,224.04

Preventive Maintenance..... \$ 3,323.23  
(includes normal maintenance, 3 tire changes, as well as brakes and oil & filter changes)

Operating Cost.....40miles/gal x \$2.20 x 24,000 ..... \$ 1,320.00

(ISO 7118 rates the motorcycles at 50mpg, but experience has shown that police use and long periods of idling reduce normal ratings to approx 40 miles/gal. To provide an accurate cost estimate that lower rate was calculated. EPA does not provide ratings for fuel efficiency ratings for motorcycles)

Life Cycle Cost..... \$ 19,867.27  
(operational cost per month (LCC/term) \$551.86 )

Initial Purchase Price ..... \$ 18,397.00

Residual Value of one R1150RT-P at end of lease ..... \$ 5,000.00



## QUESTIONNAIRE

Solicitation Number: **P04-0088**

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-8580

Phone (623) 773-7115

Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

Yes \_\_\_\_\_, No X

If yes, please provide details and documentation of the certification.

Lending Company (Lessor)



# TEXAS CAPITAL BANK™

5800 Granite Parkway Suite 150 Plano, Texas 75024

\* Lessee \_\_\_\_\_

Billing Address \_\_\_\_\_

County \_\_\_\_\_

Telephone No. \_\_\_\_\_

## Master Equipment Lease Agreement

**Notice: This Lease may not be terminated early.**

\* Complete Legal Name. If a corporation, use EXACT registered corporate name.

You (Lessee) agree to lease from us (Lessor) the equipment listed on Schedule I and any subsequent schedules for the periodic payment amount and the full term stated therein. The lease amount is based on the estimated cost of all equipment and shipping charges, and you agree that it may be adjusted upward if the actual cost exceeds this estimate. We may charge you a pre-paid payment for the time between the delivery date and the due date for the first payment.

This is a Master Lease Agreement. Equipment leased hereby is described in Schedule I attached hereto, which so describes the term of the lease as to such equipment, monthly payment, and other information pertaining to such initial equipment. Additional equipment may be subjected to the terms of this lease by signing successive schedules to be appended hereto. Such schedules will be governed by all the same terms and conditions as described hereto, except that the equipment and rental payments shall be as designated on such schedule. The contract between the parties shall consist of this Master Lease Agreement and all such schedules as are signed by the Lessee and Lessor, regardless of whether such schedules are sequentially numbered and/or attached hereto. The personal guaranty contained in this Master Lease shall apply to the obligations reflected in each of the schedules.

You agree to all terms and conditions shown above and on the reverse side of this Lease Agreement. You agree that these terms and conditions are a complete and exclusive statement of our agreement and that they may be modified only with a written addendum and not by course of performance. You agree that this Lease cannot be terminated except as provided for in this Lease Agreement. You also agree that the equipment will not be used for personal, family or household purposes. You acknowledge a copy of this Lease Agreement.

This lease is not binding on us until we accept it by signing on the reverse side of this Lease Agreement. You authorize us to record a UCC-1 financing statement or similar instrument, and appoint us as your attorney-in-fact to execute and deliver such instrument in order to show our interest in the equipment.

<input checked="" type="checkbox"/>	Authorized Signature	Date	<input checked="" type="checkbox"/>	Witness
Print Name and Title				
<small>WE INDIVIDUALLY, PERSONALLY, ABSOLUTELY AND UNCONDITIONALLY GUARANTEE ALL PAYMENTS AND OTHER OBLIGATIONS OWED TO THE LESSOR UNDER THIS LEASE AND THIS GUARANTY AND ANY ADD-ON LEASES AND FUTURE LEASES BETWEEN LESSOR AND CUSTOMER, INCLUDING BUT NOT LIMITED TO THE LESSOR'S ATTORNEY'S FEES AND OTHER COSTS INCURRED IN ENFORCING THE LEASE. WE AGREE THAT THE LEASING COMPANY MAY PROCEED DIRECTLY AGAINST MEANS WITHOUT FIRST PROCEEDING AGAINST THE LESSEE OR THE EQUIPMENT. I AGREE TO PAY ALL REASONABLE COSTS AND FEES INCURRED BY THE LESSOR IN ENFORCING THIS GUARANTY.</small>				
<input checked="" type="checkbox"/>	Signature (Individual, No Titles)	Date	<input checked="" type="checkbox"/>	Signature (Individual, No Titles) Date
Guarantor Name and Home Address (Please Print)		Guarantor Name and Home Address (Please Print)		
<input checked="" type="checkbox"/>	Signature (Individual, No Titles)	Date	<input checked="" type="checkbox"/>	Signature (Individual, No Titles) Date
Guarantor Name and Home Address (Please Print)		Guarantor Name and Home Address (Please Print)		



Date: \_\_\_\_\_

\_\_\_\_\_ represents our municipality and is hereby authorized by council to execute a lease/rental agreement through Texas Capital Bank.

I certify that I have complete power and am properly authorized to act within the powers of my office by executing this authorization agreement.

\_\_\_\_\_  
Municipality

\_\_\_\_\_  
Authorized Council-member Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

## MUNICIPALITY ADDENDUM

This Municipality Addendum supplements and is made a part of that Equipment Lease Agreement between TEXAS CAPITAL BANK ("**Bank**") and the undersigned municipality.

The following provisions are added to the Equipment Lease Agreement:

1. Lessee may cancel this Agreement at any time within the first sixty (60) days by giving written notice to Bank by certified mail, and a return receipt showing proof of delivery; paying all lease payments and other monies due Bank through the date of cancellation; and returning said equipment to Bank in good condition less normal wear, tear, and depreciation. Upon proper return, Lessee shall have no obligation to make payments coming due after the notice period and receipt by Bank of equipment and final payment.
2. Lessee intends to do all things lawful within its power to obtain and maintain funds from which payments may be made, including making provision for such payments to the extent necessary in each periodic budget submitted and adopted in accordance with applicable provisions of state and local law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. In the event of the budget not being approved, this lease agreement may be canceled upon delivery to Bank of (1) all leased equipment, (2) all lease payments and other monies due Bank through the date of cancellation; and (3) a letter stating the above facts signed by an official authority.
3. Lessee and Lessee's representative signing below certifies to the Bank:
  - (1) that the undersigned representative has complete power and is properly authorized to act within the powers of his office by

executing this Agreement and that the Lessee is authorized and empowered to perform the obligations under this Agreement;

- (2) the equipment being leased is essential to the city's governmental mission;
- (3) all information supplied by the Lessee or its agents to the Bank, including all financial and budgetary information, is true, correct and complete;
- (4) funds have been appropriated and budgeted or are otherwise available, to pay the payments provided in this Agreement; and
- (5) Lessee will make payments under this Agreement from:
  - (1) funds budgeted and appropriated for the purpose during such fiscal period; or
  - (2) funds made available from a lawfully operated revenue producing source.

4 In the event of termination, Lessee agrees to peaceably surrender Equipment to Bank or its designee on the date of such termination. Bank will have all legal and equitable rights to the Equipment.

TEXAS CAPITAL BANK

By: \_\_\_\_\_  
Name  
Title \_\_\_\_\_

CITY OF

By: \_\_\_\_\_  
Name  
Title \_\_\_\_\_



June, 2003

## Conditions of Police Motor Buy-Back

**General Terms:** Motors are to be returned in good working condition, currently serviced with all routine maintenance and accident damage repairs completed using original BMW parts and approved BMW repair procedures. These motors should be resalable as returned, and should not require additional repairs or reconditioning. The cost of repairs necessary to correct deficiencies will be deducted from the buy-back amount prior to issue of buy-back payment.

### Specific Clarification:

1. All agency-installed equipment must be removed, with original equipment restored (if previously removed) and in full operating condition prior to returning unit.
2. Additional holes or modifications to the motorcycle resulting from the removal of additional agency installed equipment will result in the replacement of the modified parts involved, if those modifications either detract from the physical appearance or in any way change the performance specification, safety or BMW's ability to resell the motor.
3. All scheduled maintenance as well as repairs should be performed prior to returning unit, using original BMW parts. All wear parts, such as brake pads, brake rotors, cables, wheels, ball joints, etc., must be within BMW wear specification. Tires must be above minimum wear, no plugs or damage, and must be BMW approved run-flat models.
4. Paint & bodywork should be in good condition (minor flaws accepted). No cracked panels or scratches beyond minor surface scratches will be accepted.
5. Protection bars must not be bent, though surface contact scratches are acceptable and expected.
6. City cases (saddlebags) should have no broken components.
7. Seats should be in good shape with no holes or tears.
8. Windshield should be free of discoloration, gouges, chips or cracks. Minor surface polishing swirls are acceptable.
9. All mechanical problems, including warranty repairs, must be completed prior to returning motor (such as ABS, oil leaks, drive train, lighting, etc.).
10. Clutch must be in good working condition, capable of holding full-throttle acceleration in high gear.

Company  
BMW Motorrad USA

BMW Group Company

Main address  
P.O. Box 1227  
Westport, NJ  
07575-1227

Office address  
241 Chestnut Ridge Road  
Westport, NJ 07575-1227

Telephone  
(201) 367-2627  
(800) 262-4137

Fax  
(201) 367-4257

E-mail  
BMWUSA@bwmw.com

Internet  
www.bmwusa.net

# R 1150 RT-P

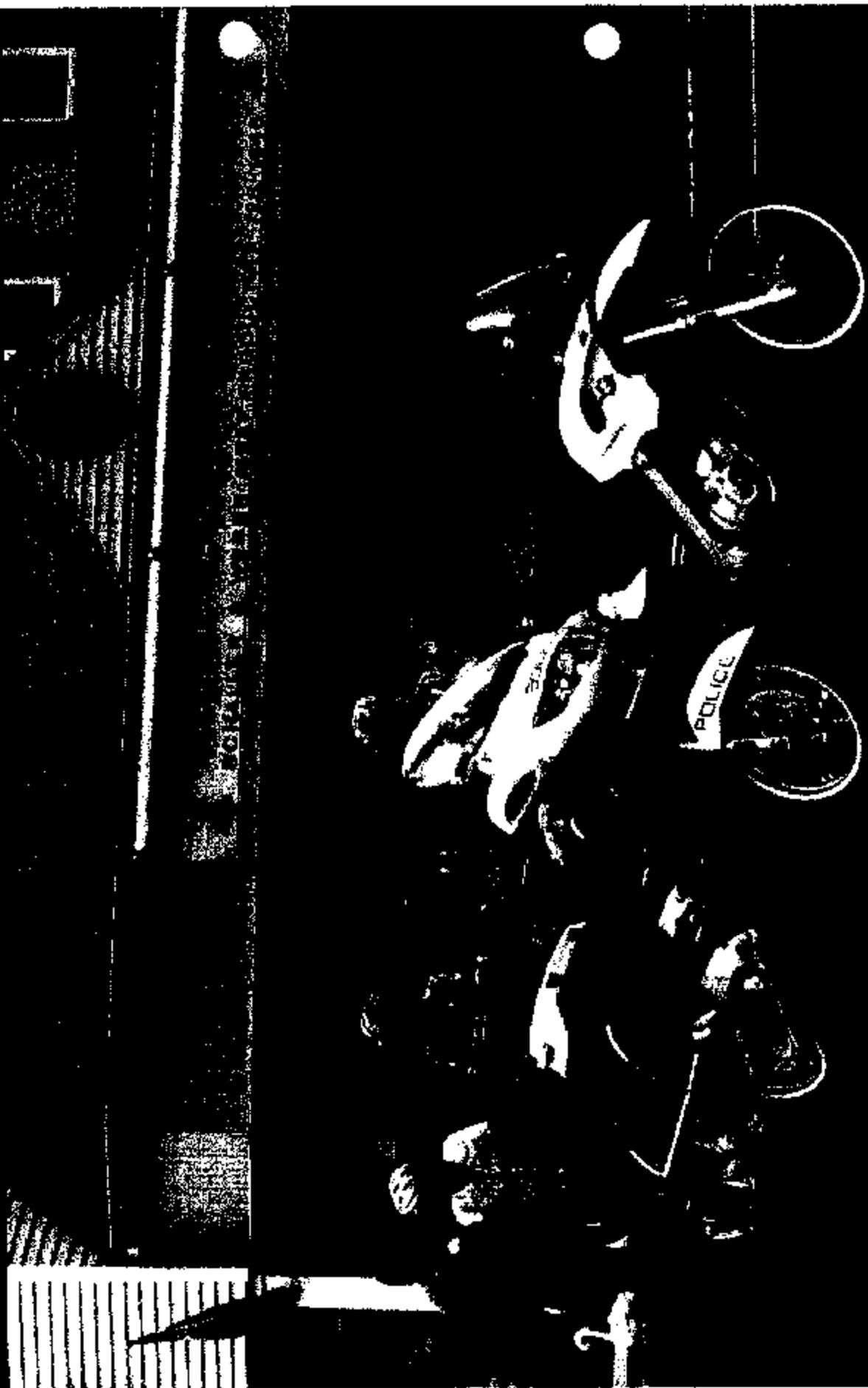


BMW MOTORRAD  
USA

Per informazioni visitate il sito [www.bmw.it](http://www.bmw.it)



The BMW R 1150 RT-P is a motorcycle that commands attention. As agile as it is imposing, it offers all the superior performance and solid dependability that BMW has been famous for over the last 75 years.



## An authority motorcycle with real authority.

Law enforcement agencies need a machine that's as tough and resilient as the police officers who ride it. One that can absorb the rigors of the road and operate under most any situation. The R 1150 RT-P is such a motorcycle. Designed with a singular focus on rider comfort and ease of operation, it possesses outstanding state-of-the-art safety features.

- Partially integrated ABS power brakes for reliable stops on virtually any surface.
- Fan-driven, thermostatically controlled cooling that prevents overheating in stop-and-go traffic such as parades when consistent idling takes place.
- Reliable 840-watt alternator and revolutionary in-bike battery system that always restarts after engine stops.
- 39-month unlimited-mileage limited warranty with 6,000-mile service intervals.

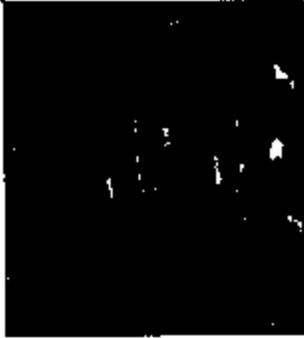
### ABS System

Anti-lock power brakes with 160 calipers and rotors mean the R 1150 RT-P stays amazingly fast. Coast to coast. Even at the wheel, you'll feel the difference in your equipment.



### Customized Controls

The fog lights, the halogen headlight and an mechanically adjustable wind shield can be set to each officer's personal specifications. Controls are right at the officer's fingertips.



Outstanding BMW core values are equally important for EMT motors.

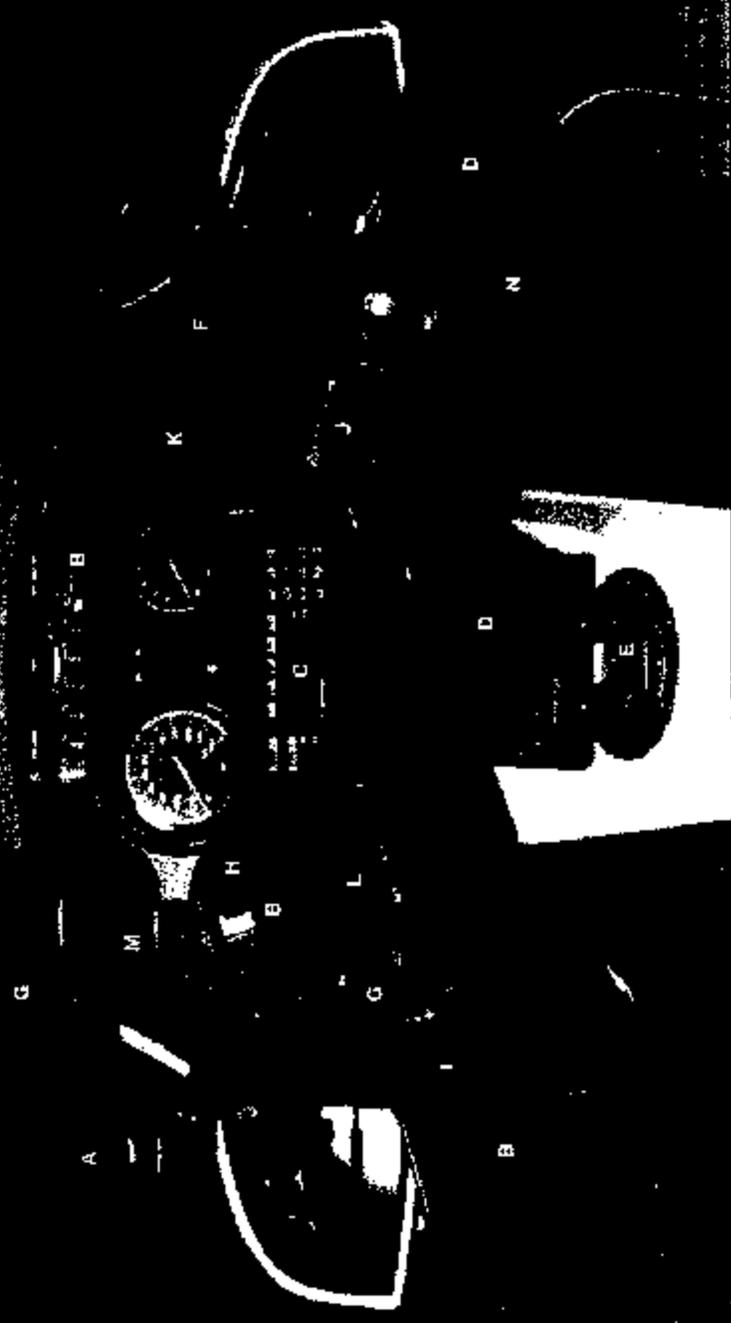


### An engine that just won't quit.

The BMW Boxer twin engine is air- and oil-cooled, with four valve heads and electronically controlled fuel injection/ignition, mated to a 5-speed gearbox. A low center of gravity offers excellent balance and handling, while responsive steering by a computerized Bosch Motron engine management system. The system adjusts with each engine stroke to create the optimum fuel-to-air ratio. This air adds up to the best possible operation at all altitudes and engine temperatures, as well as increased fuel economy and lower exhaust emissions.

The Boxer is engineered to operate at peak performance year after year. In fact, it's not unusual to find BMW motorcycles that have racked up hundreds of thousands of miles. Not only do these bikes deliver reliable performance mile after mile, but they are also easier to maintain with an accessible flat-twin engine and exposed cylinders. An engine this reliable and flexible means that fewer service parts are needed, and with service intervals every 6,000 miles (including oil changes), the bike will run for longer periods of time, drastically reducing operating costs and downtime.

# The ultimate weapon... fully loaded.



- A.** Dual 12-volt battery provides power for all accessories. The battery is mounted in the front fairing for easy access and is fully protected from weather.
- B.** Dual 12-volt battery provides power for all accessories. The battery is mounted in the front fairing for easy access and is fully protected from weather.
- C.** Standard radio-control head mount, integrated speaker and wiring provide clean, functional appearance. Optional sunshade available for Motorola® radios.
- D.** Optional Custom Moto-Fly™ video system has been fully integrated into the motorcycle cockpit.

- E.** Electrically heated handgrips provide extra warmth and comfort.
- F.** Headlight and fog lamp are protected by clear, polycarbonate lens for optimum vision.
- G.** Electrically adjustable, chrome-resistant polycarbonate tailwindshield is standard - adjusts to fit rider, as appropriate and needed.
- H.** Optional PA microphone for announcements not using helmet headset interface units.
- I.** Standard 100-watt horn control system with single push-button control for wall, yellow and hyper-yellow. Air horn controlled by horn switch when ignition is "on."

- J.** Standard 24-hour digital clock shows time, date, day of the week, and month.
- K.** Standard electronic instrument display shows fuel level, odometer, gear position and 24-hour digital clock.
- L.** Standard dual-range heated handgrips allow off-roader's hands to remain warm even with thin gloves.
- M.** Standard integrated taillighting lights provide added illumination for v-twin stops (offered where legal).
- N.** Optional 12-volt accessory power socket provides separately fused power for radar and laser guns.



#### Front Radar Mount

Officers can monitor traffic with a new radar. This mount supports 10 degrees and allows officers to rotate up and down the roadway. It also comes with a cable factory extending to the unit for easy gauging handle to reduce stress on the plug connection.

#### Rear Radar Mount

A rear-mounted radar allows the officer to monitor traffic behind the vehicle. Mounting can be done with either a custom or a standard mount.



#### Pelican M111 Flashlight

Officers will never be caught unprepared. Even in emergency situations, when the lights are not operational, the Pelican M111 flashlight is the only flashlight that will last. It is a 100 percent backup lighting in an emergency.

#### BMW 12-Volt Accessory Socket

BMW's 12-volt system for connecting hand-held radios, walkie-talkies, and other 12-volt accessories to the motorcycle's electrical system. This socket fits in a manufacturer-specific square opening.



#### Telescoping Light

When the BMW RT-P is parked, it's hard to see a light can be seen from 6.5 feet. When riding, it can be seen from 100 feet and is a great safety feature. Plus, light features a separate turn-off switch to avoid reflections during nighttime pursuits.

#### Electronic Locking Shotgun Mount

The electronic locking shotgun mount is a rugged, custom-made, precision-machined aluminum alloy mount with a threaded base at the bottom. It's designed to fit the Remington-870 shotgun. The mount is made of aluminum alloy and is a custom-made, precision-machined aluminum alloy. It's designed to fit the Remington-870 shotgun. The mount is made of aluminum alloy and is a custom-made, precision-machined aluminum alloy.



#### Rear Suit Bag

The rubberized, high-visibility, fire-resistant bag is perfect for emergency situations. It also features a locking mechanism. The bag is made of a high-strength, fire-resistant material and is designed to fit the BMW RT-P. It's a great safety feature for emergency situations.

#### BMW Motorcycle Cover

Protect the riding motor and its accessories from the elements. The cover is made of a high-strength, fire-resistant material and is designed to fit the BMW RT-P. It's a great safety feature for emergency situations.



# RT-P

# R1150R TP

## State-of-the-art technology for maximum visibility.

### Up to 10 LED units.

A police officer pursues a speeding motorist, enters a crowded intersection or speeds to the scene of an accident. At times like these, it is critically important to have a powerful emergency lighting system with brilliant illumination.

All police motor officers know the danger of having a motorist turn in front of them. BMW LED emergency lights have been specifically designed to give police officers intense lighting that provides warning to motorists, high-intensity color beams, precedes the officer, warning of motorists who might otherwise pull into the path of the oncoming motorcycle. The off-angle visibility exceeds 20 degrees, with side lighting angled at 15 degrees forward, flooding light to the front, left and right quadrants. Leading 75-degree side lights also provide side visibility for PSDs and other intersection-blocking operations.

### Up to 12 LEDs with processor control.

For additional rear and side visibility, optional LEDs can be added to all side and rear locations. As the latest in emergency motor lighting, the new processor control unit provides synchronized flashing in 14 patterns for all LED lights in either alternating or simultaneous patterns. Additional light beams are available for single or duplex frontside, single rear/side radio-box lid, and single or duplex rear lights. The duplex rear lights are incredibly bright, even in bright sunlight. Rear duplex lights are combined with a photo-eye sensor that turns the lower row of duplex emergency LEDs off at night to reduce glare. The processor control also provides a secondary flash pattern for use each time the siren changes tone, flashing the lights in the secondary pattern for seven seconds after each siren tone change. This provides audio and visual alert to motorists and bystanders.

### Rear Visibility

Optional rear duplex LED lights, compliant with California's Subchapter LED brake/tail light, provides the ideal combination of visibility while presenting a neat, clean appearance.



### Exceptional Visibility

Side-mounted LED lights provide warning to motorists when an officer approaches. The LED unit is flood the front, left and right quadrants with intense light that precedes the officer into an intersection or dangerous traffic situation. Front side lights are mounted low to reduce glare to motorists waiting at blocked intersections.

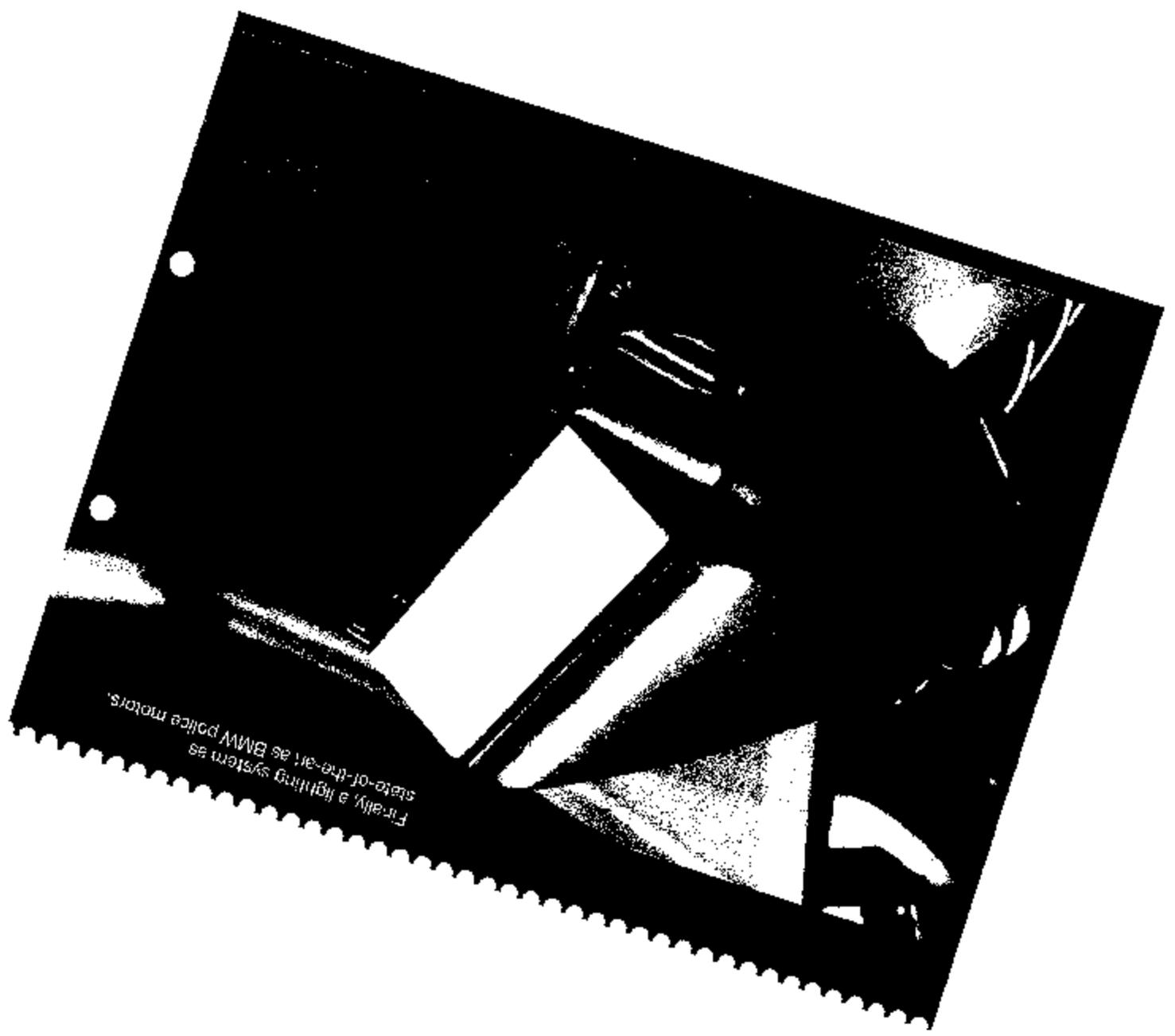


### Safety on the road – from all angles.

These powerful emergency lights – developed for BMW by Code 3 Public Safety Equipment – are waterproof units specifically designed to fit the R 1150 R1-P, and are CA Title-13 class B compliant. Each light module appears clear when off, but produces an intense beam of red, blue, amber or white when switched on. These LED emergency lights are available with "smart heads" that flash independently, or with "NF" heads that are controlled by the central processor. In either case, programming the available flash patterns is done through one central flash control button.

The Code 3 LEDs have a five-year limited warranty and operate with very low current consumption. All wiring, mountings, etc. are designed and built by BMW and are fully documented on the BMW Police Motors website – [www.zrwmw.net](http://www.zrwmw.net). Most important, all Code 3 products provided on the motor by BMW are warranted through the BMW retailer network along with the rest of the motor – a turnkey product with turnkey service.

Finally, a lighting system as  
state-of-the-art as BMW police motors.



# R 1150 RT-P

## Rock-solid suspension.

No other motorcycles on the road – except other BMWs of course – possess suspensions quite like the R 1150 RT-P. Both front and rear systems are designed to accommodate the added weight of police equipment while delivering smooth, shock-free handling.

The telescopic front suspension, with its durable control arm, reinforces the forks and stabilizes the wheel. This separates steering from suspension, making handling and braking far more exact. At any throttle load, control is increased dramatically, eliminating fork flex with fully compliant, adaptive technology.

The R 1150 RT-P's rear suspension benefits from BMW's patented Paralever system. A single swing arm protects the drivetrain and unites with the rear axle, again separating suspension from the movement of the rear wheel. This means that the rider has superior control of the motorcycle at all speeds and over many different terrains.

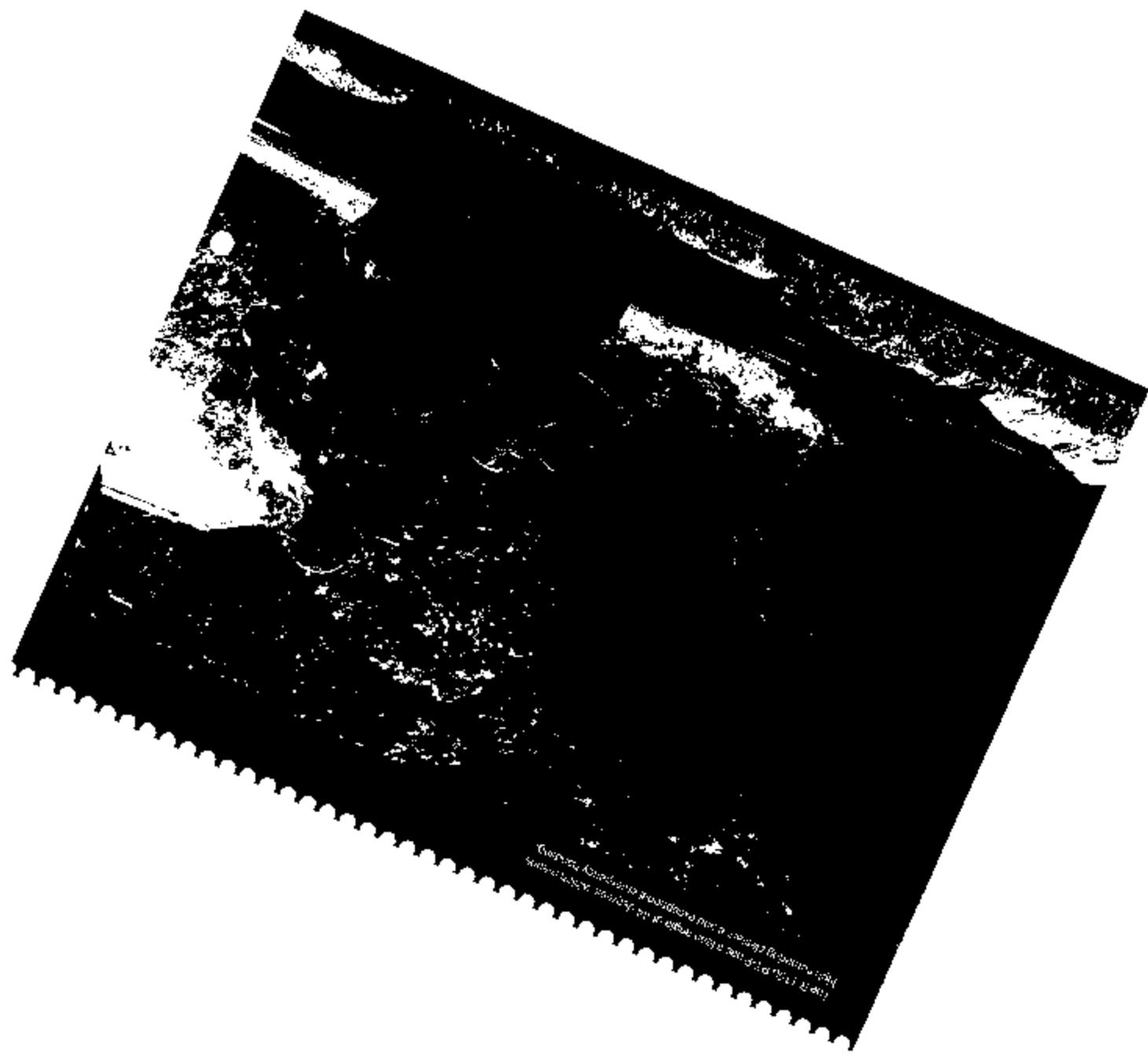


## The most important job of all.

Since 1923, BMW has designed motorcycles for a variety of purposes. But no purpose is as important as protecting our citizens and our towns. For a job this crucial, municipalities need a motorcycle they can count on – a motorcycle engineered with cutting-edge technology for outstanding performance. A motorcycle that is maintenance-friendly and supremely reliable. And most importantly, a motorcycle that provides both rider comfort and the latest safety features.

BMW is the leading worldwide supplier of authority motorcycles. There are 80,000 BMW motorcycles currently in use in 150 countries, as well as in 300 markets in the United States alone – numbers that are proof positive that these motorcycles are among the best and most reliable machines on earth.

Your officers have an indispensable job to do. To make sure that they have equipment with state-of-the-art safety features, make sure they are riding BMW motorcycles.



Сторона Контрабаса  
Сторона Контрабаса  
Сторона Контрабаса

Only BMW supplies a motorcycle that is fully integrated and ready to ride, eliminating the need for aftermarket additions and dramatically reducing costs. The motor arrives exactly fitted to your specifications.



#### Lighting Systems

- BMW's lighting systems are designed to provide maximum visibility and safety for the rider.
- The BMW lighting system is fully integrated into the motorcycle's design, ensuring a clean, streamlined appearance.
- The BMW lighting system is designed to provide maximum visibility and safety for the rider.
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- The BMW lighting system is designed to provide maximum visibility and safety for the rider.
- The BMW lighting system is fully integrated into the motorcycle's design, ensuring a clean, streamlined appearance.

#### Equipment

- BMW's equipment is designed to provide maximum functionality and safety for the rider.
- The BMW equipment is fully integrated into the motorcycle's design, ensuring a clean, streamlined appearance.
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- The BMW equipment is designed to provide maximum functionality and safety for the rider.
- The BMW equipment is fully integrated into the motorcycle's design, ensuring a clean, streamlined appearance.

#### Skilled Services

- BMW's skilled services are designed to provide maximum functionality and safety for the rider.
- The BMW skilled services are fully integrated into the motorcycle's design, ensuring a clean, streamlined appearance.
- The BMW skilled services are designed to provide maximum functionality and safety for the rider.
- The BMW skilled services are fully integrated into the motorcycle's design, ensuring a clean, streamlined appearance.





The prime concern for all law enforcement officers is safety. Your officers protect our towns and citizens, which is why they need a motorcycle that protects them as well. Choose the R 1150 RT-P - it's engineered to perform as efficiently as the people who ride them.



BMW Motorrad  
USA

Police Models



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The BMW logo and high line emblem are  
all registered trademarks.

Learn more about BMW at [www.bmwusa.com](http://www.bmwusa.com)

10110311



# CONTRACT AMENDMENT

Solicitation No: P04-0088 Page 1 of 1  
 Description: Motorcycle Leases  
 Amendment No: Nine (9) Date: 09/11/08

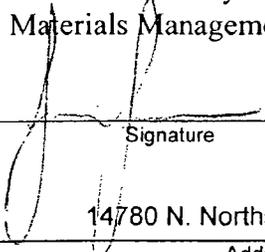
Materials Management  
 Procurement  
 8314 W. Cinnabar Ave.  
 Peoria, AZ 85345  
 Telephone: (623) 773-7115  
 Fax: (623) 773-7118  
 Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on December 14, 2008.

**The New Contract Term Is:**

**Contract Term: December 15, 2008 – December 14, 2010**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	10-3-08	LOUIE FERNON EM	BMW Motorcycles of Scottsdale
Signature	Date	Typed Name and Title	Company Name
14780 N. Northsight Blvd #100	Scottsdale	AZ	85260
Address	City	State	Zip Code

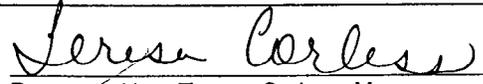
Attested by:

  
 Mary Jo Kief, City Clerk



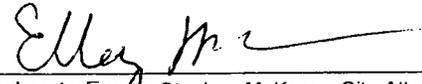
City Seal

CC Number  
 LCON 14604 I  
 Contract Number:  
 Official File

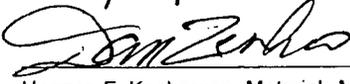
  
 Requested by: Teresa Corless, Management Analyst

  
 Recommended by: Larry Ratcliff, Chief of Police

Ellen Van Riper, Assistant City Attorney

  
 Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
 10/29/08, 2008, at Peoria, Arizona.

  
 Herman F. Koebergen, Materials Manager  
 JOK