

I. EXECUTIVE BRIEF

9/18/15
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	<u>21,138</u>	<u>253,658</u>	<u>253,658</u>	<u>253,658</u>	<u>232,521</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>21,138</u>	<u>253,658</u>	<u>303,658</u>	<u>303,658</u>	<u>282,521</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget? Yes X No
Budget Account No.: Fund 1384 Department 580 Unit 5270
Object 7112 /Revenue Source Program

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Golf Course User Fees

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Sheng Bao

OFMB 6/10 9/10 9/10 9/10 9/10

Dr. J. Jacobson 9/17/15
Contract Development and Control

B. Legal Sufficiency:

Anne Delmont 9/18/15
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment

G:\Special Facilities Division\Agenda Items & Agreements\Golf\Agenda Items\E-Z-Go PNC Agenda Item.docx

**CONTRACT FOR
Lease/Purchase Golf Carts
(Contract No. 15-037R/LJ)**

ATTACHMENT 1

This Contract No. 15-037R /LJ is made as of this _____ day of _____, 2015, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and E-Z-Go Division of Textron, Inc., 1451 Marvin Griffin Road, Augusta, Georgia, 30906, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide a new fleet of golf carts for COUNTY golf courses, provide timely warranty repairs, provide timely replacement parts, and to train COUNTY personnel and maintenance contractors in all operations of machine functions, including preventative maintenance in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONTRACTOR's proposal dated April 27, 2015, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Paul Connell, Director of Special Facilities, telephone number (561) 966-6626 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be Rusty McGahee, Director-Compliance & Contracts, telephone number (800) 241-5855.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A; (2) the provisions of RFP No.15-037R/LJ and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONTRACTOR's proposal dated April 27, 2015, as amended by CONTRACTOR's letter regarding the Watt Miser system dated May 21, 2015 and e-mail regarding included cart equipment, Dated May 19, 2015 (4) Exhibit C, Master Equipment Lease Purchase Agreement with PNC Equipment Finance, LLC; and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONTRACTOR shall commence services on September 22, 2015, and complete all services by September 21, 2019.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of One Million One Hundred Sixty-Four Thousand Six Hundred Thirty-Three Dollars and Sixty Cents (\$1,164,633.60), which includes all costs for the provision of a leased golf cart fleet and replacement parts as indicated below.
- B. For the successful provision of a leased golf cart fleet by CONTRACTOR under this contract, the COUNTY will pay on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B, and in accordance with Exhibit C, Master Equipment Lease-Purchasing Agreement with PNC Equipment Finance, LLC, in an amount not-to-exceed One Million Fourteen Thousand Six Hundred Thirty-Three Dollars and Sixty Cents (\$1,014,633.60).
- C. The total amount to be paid by the COUNTY under this Contract for the purchase of replacement parts shall not exceed One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00). The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, for the purchase of replacement parts from the CONTRACTOR at the amounts set forth in Exhibit B.
- D. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- E. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and

proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

ARTICLE 7 - TERMINATION

This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONTRACTOR, or without cause upon ten (10) business days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
4. Continue and complete all parts of the work which have not been terminated.

ARTICLE 8 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit B, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONTRACTOR, CONTRACTOR's employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONTRACTOR is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R-2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify

the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR: 1) does not comply with the requirements of County Code Section 2-371 – 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 10 - SMALL BUSINESS ENTERPRISES SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises (SBEs) for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project, the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

- A. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.
- B. The CONTRACTOR agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.
- C. The CONTRACTOR incorporates Schedule 1 List of proposed SBE-M/WBE Prime/Subcontractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, percentage and/or dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed percentage and/or dollar value.

The CONTRACTOR understands that each SBE firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

- D. The CONTRACTOR understands that it is the responsibility of the department letting the contract and the Office of Small Business Assistance (OSBA) to monitor compliance with the SBE Ordinance requirements. In that regard, the

CONTRACTOR agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.

- E. The CONTRACTOR further agrees to provide OSBA with a copy of their contract with the SBE sub-consultant or any other related documentation upon request.
- F. After contract award, the successful CONTRACTOR will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the proposal. Requests for substitutions must be submitted to the department issuing the Request for Proposal and the OSBA.
- G. The CONTRACTOR understands that it is prohibited from making any agreements with any SBE in which the SBE promises not to provide sub consultant quotations to other proposers or potential proposers.
- H. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the County to inspect such records.

ARTICLE 11 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 12 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 13 - INSURANCE REQUIREMENTS

It shall be the responsibility of the CONTRACTOR to provide initial evidence of the following minimum amounts of insurance coverage to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Subsequently, the CONTRACTOR shall, during the term of the Contract, and prior to each renewal thereof, provide such evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

The CONTRACTOR shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. Further, CONTRACTOR shall agree that all insurance coverage required herein shall be provided by CONTRACTOR to COUNTY on a primary basis.

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Business Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONTRACTOR indicating either the CONTRACTOR does not own any vehicles, and if vehicles are acquired throughout the term of the contract, CONTRACTOR agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- C. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- D. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.

- E. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance:** Within forty-eight (48) hours of the COUNTY's request to do so, the CONTRACTOR shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONTRACTOR shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.
- G. **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- H. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 14 - INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims,

liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

ARTICLE 17 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request

an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 18 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 19 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be

and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 22 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - PUBLIC RECORDS, ACCESS AND AUDITS

The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

Notwithstanding anything herein to the contrary, as provided under Section 119.0701, F.S., where the CONTRACTOR: (i) provides a service and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the CONTRACTOR is required to:

- 1) maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service;
- 2) provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided by Florida law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure of the CONTRACTOR to comply with these requirements shall be a material breach of this Contract.

ARTICLE 24 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

It is the responsibility of the CONTRACTOR to maintain a written or non-written non-discrimination policy that conforms with the COUNTY's policy as set forth in Resolution R-2014-1421, as may be amended, throughout the term of the Contract. Failure to meet this requirement shall be considered default of the Contract.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected,

and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 29 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Eric Call, Director
Parks and Recreation, Palm Beach County
2700 Sixth Avenue South
Lake Worth, FL 3346

If sent to the CONTRACTOR, notices shall be addressed to:

Rusty McGahee, Director-Compliance & Contracts
E-Z-GO Division of Textron, Inc.
1451 Marvin Griffin Road
Augusta, GA. 30906

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 29 - Modifications of Work.

ARTICLE 32 - REGULATIONS; LICENSING REQUIREMENTS

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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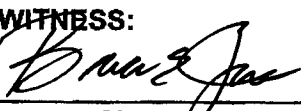
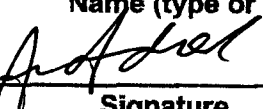
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

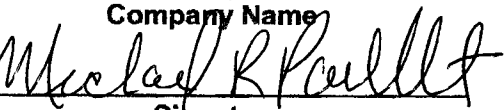
ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Mayor, Shelley Vana

WITNESS:

Signature
Brinn Jones
Name (type or print)

Signature
ANORE ANORAE
Name (type or print)

CONTRACTOR:
E-Z-GO, Division of Textron
Company Name

Signature
Michael R Parkhurst
Typed Name
Vice President, Golf
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By _____
County Attorney

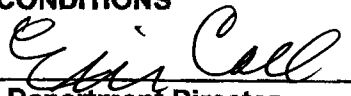
APPROVED AS TO TERMS
AND CONDITIONS
By 
Department Director

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 15-037R/LJ

1. PURPOSE OF THE PROJECT

The CONTRACTOR shall have the required experience in the provision of fleet golf carts and related services and the ability to deliver multiple golf cart fleets in accordance with the specifications stated herein on or about September 15, 2015, for Okeeheelee Golf Course and October 15, 2015, for Park Ridge Golf Course, Osprey Point Golf Course, and Southwinds Golf Course.

The CONTRACTOR shall complete all tasks for the delivery of approximately four hundred ten (410) fleet golf carts and replacement parts, trade in of approximately three hundred fifty-one (351) 2010 fleet carts, and provide warranty and non-warranty services to:

- A. Okeeheelee Golf Course, 7715 Forest Hill Blvd., West Palm Beach, FL 33413 (120 carts)
- B. Osprey Point Golf Course, 12551 Glades Rd., Boca Raton, FL 33498 (130 carts)
- C. Southwinds Golf Course, 19557 Lyons Rd., Boca Raton, FL 33498 (80 carts)
- D. Park Ridge Golf Course, 9011 West Lantana Rd., Lantana, FL 33467 (80 carts)

The CONTRACTOR shall be responsible for the following areas as set forth in the Scope of Work/Services:

- A. The delivery of new fleet golf carts to COUNTY golf courses.
- B. Warranty services for the fleet(s).
- C. Occasional non-warranty service for the fleet(s).
- D. Original equipment manufacturer (OEM) replacement parts for the fleet(s).

2. HISTORY AND BACKGROUND

- A. Okeeheelee Golf Course is a public 27-hole facility located in the central portion of unincorporated Palm Beach County. The facility has a driving range, three (3) practice greens, five (5) practice bunkers, and a chipping green. The facility has a fleet of one hundred twenty (120) 2010 electric club car DX's.
- B. Osprey Point Golf Course is a public 27-hole facility in the southern portion of unincorporated Palm Beach County in South County Regional Park. The facility has a driving range, practice greens,

practice bunkers, and a chipping green. The facility has a fleet of one hundred thirty (130) 2011 electric club car DX's.

- C. Southwinds Golf Course is a public 18-hole facility located in the southern portion of Palm Beach County. The facility has an aqua driving range, a practice green, practice bunkers, and a chipping green. The facility has a fleet of eighty (80) 2010 electric club car DX's.
- D. Park Ridge Golf Course is a public 18-hole facility in the central portion of unincorporated Palm Beach County on Lantana landfill and its surrounding property. The facility has a driving range, practice greens, practice bunkers, and a chipping green. The facility has a fleet of eighty (80) 2011 gas club car DX's.

3. **GENERAL REQUIREMENTS**

A. **QUALIFIED FIRMS:**

The following minimum qualifications are required:

- 1. CONTRACTOR shall be a manufacturer or manufacturers authorized distributor of golf carts.
- 2. CONTRACTOR shall provide a full range of golf cart equipment and parts.
- 3. Warranty and maintenance services that meet the demands of the COUNTY shall be performed locally.

B. **PRODUCT REQUIREMENTS:**

The following products are required:

- 1. Golf Vehicles – a complete and comprehensive line of new, quality made golf vehicles designed to perform on a golf course.
- 2. Utility Vehicles – a complete and comprehensive line of new and used quality made utility vehicles designed to perform on a golf course in a maintenance environment.
- 3. Related Equipment Parts – a complete and comprehensive line of Original Equipment Manufacturer (OEM) Repair and Maintenance Parts.
- 4. Balance of Line – a complete and comprehensive line of related products provided by the CONTRACTOR that compliments the equipment. This could include GPS or navigational products that

work with the equipment and maintenance attachments for the utility vehicles.

5. Services – a complete range of services such as, but not limited to, warranty service, on-site training, instruction, technical services, and repair services.

C. CURRENT PRODUCTS:

All products being offered as "new" shall be: in current and ongoing production; formally announced for general marketing purposes; a model or type currently utilized by CONTRACTOR's clientele; and, capable of meeting or exceeding all specifications and requirements set forth in this Scope of Work/Services.

D. DEFECTIVE PRODUCTS:

Upon inspection and/or operation by the County, all products that are found to be defective in terms of operation or workmanship shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing or other like expenses shall be paid by the Contractor. All replacement products shall be received by the County within seven (7) days of initial notification.

E. EQUIPMENT/RECALL NOTICES:

In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased, a notice shall be sent to the COUNTY Representative. It shall be the responsibility of the CONTRACTOR to assure that all recall notices are sent directly to the COUNTY Representative.

F. PARTS AND SERVICE:

The CONTRACTOR shall maintain a factory authorized parts and service facility for normal and warranty service. The CONTRACTOR shall supply requested parts within forty-eight (48) hours of notification. Any required parts not in stock shall be ordered next day delivery and any and all costs for next day delivery shall be borne by the CONTRACTOR. In the event of a delay in receiving parts, the CONTRACTOR shall provide written documentation from the manufacturer or parts supplier as to the reason for the delay and an estimated time of when parts will be shipped. Facilities are subject to inspection by the COUNTY to determine adequacy.

CONTRACTOR shall provide warranty service within forty-eight (48) hours of notification request. Repairs (or delays in obtaining required parts) that will take longer than forty-eight (48) hours during the months of November

through April or when more than five (5) carts are inoperable due to the warranty issues shall require the CONTRACTOR to provide, deliver, and retrieve "loaner" vehicle(s) until the COUNTY's vehicle(s) is/are restored to service. The "loaner" vehicle(s) must be of similar quality and size to the cart being repaired and free of charge.

G. TRAINING:

The CONTRACTOR shall provide training for COUNTY operators and service technicians at no cost to the COUNTY. Vehicle/equipment operators shall be trained in the operation of all machine functions, including operator preventive maintenance. Technicians shall be trained in all operator functions and in-depth preventive maintenance, troubleshooting, and repair for all machine systems and components. The trainer shall be factory-trained and thoroughly knowledgeable in the subjects to be taught.

H. DELIVERY:

Carts shall be delivered to Okeeheelee Golf Course, Park Ridge Golf Course, Southwinds Golf Course, and Osprey Point Golf Course. The Okeeheelee Golf Course carts shall be delivered in September with the remaining carts delivered in October. New carts shall be delivered prior to removing the old carts or carts may be "swapped" simultaneously. The fleet delivery for each golf course shall be completed within one (1) week of start of delivery. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Eastern Standard Time. The CONTRACTOR shall give the COUNTY a minimum of twenty-four (24) hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered. Trade-in equipment shall not be picked up until the corresponding new equipment is delivered and ready for use.

The CONTRACTOR shall provide the Manufacturer Statement of Origin (MSO) and the warranty documents upon delivery of the carts.

The CONTRACTOR shall supply with each vehicle or group of vehicles delivered with the same purchase order number, a delivery ticket specifying the serial number and the model number of each vehicle.

I. MANUALS/DIAGNOSTICS:

For each order, the CONTRACTOR shall furnish the following manuals at the delivery of the vehicles in the following quantity and format:

1. Operator's Manual, one (1) hard copy per 20 units.
2. Parts Manual, two (2) hard copies per vehicle model.
3. Service and Repair Manual, two (2) hard copies per vehicle model.

4. Overhaul Manual, two (2) hard copies per vehicle model.
5. Cross reference guide from manufacturer's part number to the supplier's part number, two (2) hard copies per vehicle model.
6. One (1) electronic copy of each manual on CD or USB flash drive.
7. One (1) code reader per vehicle model for diagnosing problems.

If changes, modifications, additions or alterations occur to vehicles, CONTRACTOR shall provide the applicable descriptive literature for each affected manual at no cost to the COUNTY.

The COUNTY shall have the right to reproduce any material for educational purposes.

J. VEHICLE INSPECTION:

Prior to acceptance, each vehicle delivered shall be subject to a complete inspection by the COUNTY. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship, and materials. If delivered equipment is returned to the CONTRACTOR for any reason prior to acceptance, all corrections shall be made without any inconvenience to the COUNTY.

K. ADDITIONAL QUANTITIES:

For a period not exceeding twelve (12) months from the date of award, COUNTY reserves the right to purchase from the CONTRACTOR any amount of additional items at the prices offered in response to this solicitation and under the same terms and conditions, upon mutual written agreement.

L. ELECTRIC FLEET CHARGING:

The electric cart fleet chargers must be compatible with the watt/miser energy management systems installed at each of the golf courses and must be able to fully charge within the FPL time of use night time off-peak charging window, which is approximately after 9:00 p.m. and before noon from April to October, and after 10:00 p.m. and before 6:00 a.m. November to March.

4. VEHICLE SPECIFICATIONS

GOLF CARTS:

Each vehicle shall be ivory color and equipped with the following minimum features:

1. Seating for two (2) people
2. Ability to secure two (2) golf bags in the bagwell
3. Rack and pinion steering
4. Wrap around bumper
5. Two (2) keys per cart
6. Molded-in body color or base body color that matches the finish color
7. Scuff guards
8. Load capacity of eight hundred (800) pounds

ELECTRIC DRIVE TRAIN

1. Forty-eight (48) volt AC or DC motor
2. Six (6) 8-volt batteries **OR** four (4) 12-volt batteries
3. 3 to 5 horsepower
4. Regenerative braking

GASOLINE DRIVE TRAIN

1. One (1) 12-volt battery
2. 4 cycle single cylinder engine
3. 13 to 15 horsepower
4. One (1) minimum 4.5 gallon fuel tank

ACCESSORIES

Each cart shall be delivered with the following items installed:

1. Sun Canopy
2. Bagwell protector
3. Single message holder
4. Sweater basket
5. Folding split windshield
6. Club and ball washer
7. Two (2) sand bottles
8. Wheel covers
9. Single point watering system
10. Number decals

Electric carts only shall be equipped with an automatic charger with a minimum eight foot (8') cord from the AC power supply to the cart charger.

**EXHIBIT B
CONTRACTOR'S PROPOSAL
DATED APRIL 27, 2015
Contract No. 15-037R/LJ
(54 pages)**

**AS AMENDED BY CONTRACTOR'S LETTER
TO CLARIFY WARRANTY WITH USE OF THE WATT MISER
SYSTEM, DATED MAY 27, 2015 AND E-MAIL REGARDING
INCLUDED EQUIPMENT, DATED MAY 19,2015
(CONSISTING OF 2 PAGES)**



A Textron Company

May 21, 2015

Palm Beach County
Board of County Commissioners
Purchasing Department
50 South Military Trail, Suite 100
West Palm Beach, Florida 33415
RFP No. 15-037R/LJ

Title: Lease/Purchase Golf Carts

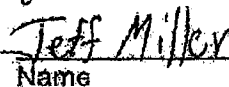
To Ms. Lisa Juliano:

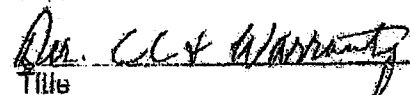
As related to the use of a Watt/Miser system that controls electricity delivery to the E-Z-GO TXT golf cars and E-Z-GO chargers, and that limits electricity delivery to FPL night time "off peak" periods which are between the hours of 9pm to noon from April to October; and from 10pm to 6am November to March will not void the E-Z-GO battery warranty which is the earlier of 4 years or 25,000 Amp Hours and will be sufficient charging time to ensure that the golf cart can perform to the specifications outlined in RFP No. 15-037r/LJ assuming property battery maintenance procedures have been employed by golf course staff.

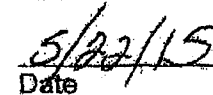
Sincerely,

E-Z-GO


Signature


Name


Title


Date

Lynn Clavette

From: Baughman, John (EZGO) [J.Baughman@textron.com]
Sent: Tuesday, May 19, 2015 3:09 PM
To: Lynn Clavette
Subject: RE: 15-037R/LJ Lease/ Purchase Golf Carts

Thank you for your clarification.

I am awaiting an official response from our Customer Care and Warranty Department as related to Questions #1a and 1b. Simply stated, E-Z-GO will provide equipment that will meet or exceed the specification required as related to use of the Watt Meiser system.

In regards to question #2 below the cars will be equipped as specified in the subject RFP as follows:

- Sun Canopy (top) Tan or Ivory
- Message Holder, Single
- Windshield, fold-down
- Club & Ball Washer
- Sand Bottle (2 per car)
- Spoke, Metallic Gold or Silver
- Standard 8V Batteries w/battery watering system
- Regulated Supply Hose for battery watering system (1 per facility)
- # Decals
- Fender Scuff Guards
- World Charger
- Tow Bar Casual use (as specified in RFP)
- Bag Cover Kit
- Sand rake holders
- Golf Performance Mode (Coastal or Mild Hill)
- E-Shield Corrosion Protection

I plan on attending the Selection Committee Meeting tomorrow at 10:00am to answer any further questions related to our response.

Thank you for your consideration and the opportunity to earn your business.

John Baughman

E-Z-GO Golf and Cushman Utility Vehicles

Mobile: 954.540.2764

<http://www.ezgo.com/>



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A Textron Company

Original

E-Z-GO Division of Textron Inc
1451 Marvin Griffin Road
Augusta, Georgia 30906
954-540-2764

Palm Beach County
Board of County Commissioners
Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415
RFP No. 15-037R/LJ

Title: Lease/Purchase Golf Carts
Due Date: May 11, 2015, 4:00pm local time



A Textron Company

E-Z-GO Division of Textron Inc
1451 Marvin Griffin Road
Augusta, Georgia 30906
800-241-5855

RFP No. 15-037R/LJ
Title: Lease/Purchase Golf Carts
Due Date: May 11, 2015, 4:00 p.m. local time

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Additional Supporting Documents, Brochures etc.....	
TCF Equipment Finance Lease Sample/PNC Equipment Finance Lease Sample	



A Textron Company

April 27, 2015

Palm Beach County
Board of County Commissioners
Purchasing Department
50 South Military Trail, Suite 100
West Palm Beach, Florida 33415
RFP No. 15-037R/LJ

Title: Lease/Purchase Golf Carts

To Ms. Lisa Juliano:

The attached bid is being submitted by E-Z-GO Division of Textron Inc. E-Z-GO is a division of Textron, a highly reputable \$14 Billion publicly traded multi industry company. E-Z-GO is an industry leader and has been in business for over 60 years.

Factory direct E-Z-GO employed service technicians will be the primary source of warranty service for the Palm Beach County golf facilities. Factory direct service technicians provide E-Z-GO the with the most effective service model. E-Z-GO service technicians have an E-Z-GO provided service vehicle with inventory on board to make most all repairs on site. These vehicles are with the service technicians 24 hours per day/7 days per week so the County does not have to rely on a dealer or distributors normal business hours for service emergencies.

Shall E-Z-GO Division of Textron Inc be successful in obtaining an award to RFP No. 15-037/LJ, Palm Beach County will work with its own choice of TCF Equipment Finance or PNC Equipment Finance on the negotiation of lease contract terms and conditions. Lease samples from both TCF and PNC have been included in our RFP submission package.

Contact Persons during period of proposal evaluation:

Those authorized to make representations for the proposer include:

Rusty McGahee-Director-Compliance & Contracts (800-241-5855)

rmcgahee@textron.com

John Baughman-Sr. Fleet Sales Representative. (954-540-2764)

jbaughman@textron.com

Brian Jones- Director of Sales-Factory Direct- (706-564-1795)

bejones@textron.com

Justin Brennan-Regional Sales Manager-(706-831-9625)

jbrennan2@textron.com

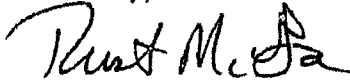
Wayne Palmer, Service Manager. (407-312-4440) wpalmer@textron.com

Chris Ann Howe, Operations Manager. (407-804-9565) chowe@textron.com

The E-Z-GO Division of Textron is licensed and qualified to provide services requested under this bid and as stated in the proposal to complete this project. The E-Z-GO Division of Textron is able and will comply with all applicable laws, rules, regulations and ordinances.

The E-Z-GO Division of Textron proposal is made without collusion with and other person or entity submitting a proposal pursuant to this bid.

Sincerely,

A handwritten signature in black ink, appearing to read "Rusty McGahee". The signature is fluid and cursive, with the first name "Rusty" and last name "McGahee" clearly distinguishable.

Rusty McGahee
Director-Compliance & Contracts
E-Z-GO Division of Textron, Inc
800-241-5855



A Textron Company

E-Z-GO Division of Textron Inc
1451 Marvin Griffin Road
Augusta, Georgia 30906
800-241-5855

RFP No. 15-037R/LJ
Title: Lease/Purchase Golf Carts
Due Date: May 11, 2015, 4:00 p.m. local time

EXPERIENCE/QUALIFICATIONS/BACKGROUND

EZGO® is honored to prepare this exclusive proposal for Palm Beach County and its residents. Since 1954, EZGO has pioneered the golf car industry with its innovative, reliable and durable vehicles. EZGO is committed to providing its customers with vehicle solutions that exceed expectations and perform to the demands of their facilities.

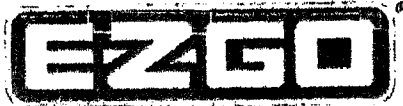
EZGO and Cushman® vehicles are manufactured in our globally recognized, award winning facility in Augusta, GA. Whether you choose the TXT® or RXV® golf car, you can expect proven reliability and the industry's latest innovations. Cushman utility and hospitality vehicles are available in electric, gas and diesel models, and are purpose-built to tackle all of your operation's maintenance and hospitality needs.

But the EZGO advantage goes beyond our products. When you choose EZGO, you gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory owned branch locations and authorized distributors.

EZGO is dedicated to advancing the game of golf and the industry that is the engine behind it. We are a Platinum Corporate Advantage partner of the Club Managers Association of America, a silver partner with the Golf Course Superintendent Association of America, and provide support to numerous regional and local and events throughout the world of golf.

Our reputation for quality, performance and customer service has made us fortunate to enjoy the company of some of the most famous facilities in golf, from Pebble Beach Resorts, Spyglass Hill Golf Course, and Pinehurst Resort.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at the Palm Beach County golf facilities.



A Textron Company

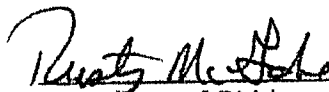
E-Z-GO Division of Textron Inc
1451 Marvin Griffin Road
Augusta, Georgia 30906
800-241-5855

RFP No. 15-037R/LJ
Title: Lease/Purchase Golf Carts
Due Date: May 11, 2015, 4:00 p.m. local time

REFERENCES

- 1) City of Boca Raton-Boca Raton Municipal Golf Course
Contact: Greg Jerolaman-Golf Course Manager
Address: 8111 Golf Course Road
Boca Raton, Florida 33487
Phone: 561-239-0219
Email: GJerolaman@ci.boca-raton.fl.us
Scope of Services: 6 year agreement for the lease of 85 TXT48 Electric fleet golf cars and additional utility vehicles.
- 2) Village of North Palm Beach-North Palm Beach Country Club
Contact: Charles Huff-Purchasing
Address: 901 US Highway 1
North Palm Beach, Florida 33408
Phone: 561-348-0697
Email: chuff@village-npb.org
Scope of Services: 3 year agreement for the lease of 80 RXVE Electric fleet golf cars and additional utility vehicles.
- 3) City of Pembroke Pines-Pembroke Pines Golf Club
Contact: Harry Ferguson-Director of Golf
Address: 10500 Taft Street
Pembroke Pines, Florida 33026
Phone: 954-431-4144
Email: ferguson342@bellsouth.net
Scope of Services: 6 year agreement for the lease of 75 TXT48 Electric fleet golf cars and additional utility vehicles.

E-Z-GO Division of Textron Inc.
Bidder


Signature of Bidder



A Textron Company

OUR CUSTOMERS

Known by the Company We Keep

Many of the best known golf clubs and multi-course management companies in the country choose to use E-Z-GO. Below are just a few premier organizations with which we do business. We are proud of the long-standing partnership we have with these fine organizations.

National Level

Pebble Beach
Winged Foot
Oakmont

Cypress Point
Shinnecock Hills
Oakland Hills

Sand Hills
Pinehurst
Seminole

Corporate Level

American Golf
Del Webb
Evergreen Alliance
Arnold Palmer Golf Management

Club Corp
Marriott
Golden Bear

Meadowbrook
Links Corp
Crenshaw Golf

Many facilities in the Palm Beach area are loyal E-Z-GO customers such as:

Lost Tree Club (RXV)	Seminole Golf Club (RXV)	Bears Club (RXV)
Trump National (RXV)	Frenchmans Creek (RXV)	Trump International (RXV)
Bear Lakes (TXT48)	Eastpointe Golf (TXT48)	Ibis (RXV)
Jonathans Landing (TXT48)	Old Palm (RXV)	CC at Mirasol (RXV)
Royal Palm Yacht and CC (RXV)		North Palm Beach CC (RXV)
Boca Pointe CC (RXV)	Via Mizner (RXV)	Atlantis CC (RXV)
Palm Beach CC (RXV)	Fountains CC (TXT48)	Frenchman's Reserve (TXT48)



A Textron Company

E-Z-GO Division of Textron Inc
1451 Marvin Griffin Road
Augusta, Georgia 30906
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RFP No. 15-037R/LJ
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STATEMENT OF SUSTAINABILITY

Thank you for the opportunity to share just a few points about E-Z-GO's journey toward sustainability. Sustainability at E-Z-GO is more than just a catch phrase. To us, it is a way of life. We know that the natural resources we operate in are the same natural resources in which the future generations will live. We believe in our current sustainability efforts have been successful. We cycle water, build recyclable cars, and continuously recycle many types of material.

In an effort to commit to sustainability, E-Z-GO is proud to be the industries first ISO 14001 certified organization. Simply stated, this says that we have established a culture where our team members are committed to sustainability and the prevention of pollution. Our expectation can be summed up in two words - continuous improvement. In 2010, Textron launched its Vision 20/15 Sustainability Goals - an aggressive five-year program to reduce energy use, greenhouse gas emissions and waste 20 percent by the year 2015. In terms of energy usage, E-Z-GO Division of Textron Inc continues to decrease energy consumption. In 2010, we were using approximately 115 thousand mmBTUs (one million British thermal units). Since then, we have brought our usage down to 100 thousand mmBTUs. This data represents our electric, gas, propane, and oil consumption. We don't just say it, we live it. It is in our products and their manufacturing processes.

E-Z-GO Division of Textron Inc recycles many types of material. We recycle all metals including engine components, tire rims, steel drums, vehicle frames, dyes, and laser etched steel dust. We also recycle plastics like cowls, plastic totes and drums, plastic packaging film, plastic punch outs from various processes, bottles, and shrink wrap. Outside of plastics and metals, we also recycle cardboard, paper, oil, batteries, aluminum cans, books, and pallets. Last year, we recycled six million pounds of material.

Regarding products, E-Z-GO offers a patented and exclusive AC drive train for RXV electric vehicles that increases energy efficiency as much as 25 percent. This past year we also introduced a solar panel option that will offset nearly 100 pounds of

carbon dioxide emissions per vehicle! Our gas vehicles also have an average 30 miles-per-gallon fuel economy. But it doesn't just stop with our innovative products; at the 750,000 square foot manufacturing facility in Augusta, Georgia we reduced our energy consumption by 28% last year. In March of 2012 we achieved an amazing 90% waste diversion with a long-term goal of zero landfill. We can accomplish this by reducing, eliminating and finding other uses of our waste streams. As an example, E-Z-GO has re-engineered our paint process using a greener process that eliminates three chemicals from our facility, reduced water consumption 30% and reduced our sludge generation by 25%. This process also enhanced the quality of paint our customers receive. We have incorporated this methodology into the design and sourcing.

Approximately 40% of the components used in the manufacture of our vehicles are derived from recycled materials (such as metal and plastic). We also believe it is important to maintain a safe and healthy sustainability within the products we make. You could recycle 95% of an E-Z-GO golf car. The only portion of the car that is not recyclable is the seat.

We believe we are currently maintaining safe and healthy sustainability efforts. However, we would like to continuously improve our efforts. Our 2015 sustainability goal is to reduce utility cost by 5%--which will ultimately decrease our natural resource consumption.

We also take our sustainability to another level by reaching out and helping other businesses in their sustainability efforts. As the saying goes "A rising tide lifts all boats." By utilizing the kaizen methodology on sustainability we are able to leverage the knowledge and expertise from within our organization. Through these kaizens we have had the pleasure to help many companies in their sustainability efforts: Bell, Cessna, Kautex, Jacobsen, Greenlee, Delphi and Curtis Instruments.



A Textron Company

MODEL: TXT 48 FLEET GOLF CAR
TYPE: ELECTRIC 48 V FLEET GOLF CAR
MODEL YEAR: 2014

Part No.: 625110



PRODUCT SPECIFICATION

TrueCourse Technology: Programmable to any golf course terrain, with expanded regenerative braking function, and vehicle charger lockout

- Solid State continuously variable separately excited speed controller
- Body mounted direction selector switch (Forward-Neutral-Reverse)
- Anti-roll back, walkaway braking and alarm
- Programmable regenerative braking, acceleration and speed
- Six, 8 Volt Deep Cycle Batteries
- Full torque, reduced speed reverse
- Inductive throttle sensor
- Handheld vehicle diagnostics and rounds tracking

Battery Charger: 48V DC High Frequency, fully line compensating, 10 ft (3 m) DC Cord, Underwriters Lab. (U.L.) Listed, (C.S.A. Certified)

- Input: 120 Volts AC, 50/60 Hz, 8 amps
- Output: 48 Volts DC at 13 amps

Motor: 48 Volt DC shunt wound, brazed armature, solid copper windings

Drive Train: Direct motor shaft connected to transaxle pinion shaft

Electrical System: 48 Volt DC, six, 8 volt deep cycle batteries (117 minute minimum, 170 amp-hour @ 20 hr. discharge rate)

Transaxle: Differential with helical gears

Brakes: Dual rear wheel mechanical self-adjusting drum brakes. Automatic single point park brake release with self-compensating system

PRODUCT OVERVIEW

Dimensions

Overall Length	93.0 in (236 cm)
Overall Width	47.0 in (119 cm)
Overall Height (No Canopy)	46.5 in (118 cm) (Top of Steering Wheel)
Overall Height (With Canopy)	67.5 in (171 cm) (Top of Sun Canopy)
Wheel Base	66.0 in (168 cm)
Front Wheel Track	34.0 in (86 cm)
Rear Wheel Track	38.5 in (98 cm)
Ground Clearance (at Differential)	4.5 in (11 cm)

Vehicle Power

Power Source	48 Volts DC
Motor Type	Shunt Wound
Horsepower (kW)	3.0 HP (2.2 kW) Continuous
Electrical System	48 Volt
Batteries (Qty, Type)	Six, 8 Volt Deep Cycle
Key or Pedal Start	Pedal Start
Battery Charger	48 VDC, 120 VAC, UL/CSA
Speed Controller	250 Amp Solid State Controller
Drive Train	Motor Shaft Direct Drive
Transaxle	Differential with helical gears
Gear Selection	Body mounted Forward-Neutral-Reverse
Rear Axle Ratio	12.44:1

Performance

Seating Capacity	2 Person
Dry Weight	557 lb (253 kg) (Without Batteries)
Curb Weight	935 lb (424 kg) (With Trojan T-875 batteries)
Vehicle Load Capacity	800 lb (360 kg)
Outside Clearance Circle	19.0 ft (5.8 m)
Speed (Level Ground)	10.2-14.8 mph (16.4-23.8 kph)
Towing Capacity	3 Golf Cars with Approved Permanent Tow Bar

Steering & Suspension

Steering	Self-compensating rack and pinion
Front Suspension	Leaf springs with hydraulic shock absorbers
Rear Suspension	Leaf springs
Service Brake	Rear wheel mechanical self-adjusting drum
Parking Brake	Self-compensating, single point engagement
Front Tires	Pair of 18 x 8.50 - 8 (4 Ply Rated) Tires
Rear Tires	Pair of 18 x 8.50 - 8 (4 Ply Rated) Tires

Body & Chassis

Frame	Welded steel, DuraShield™ powder coat
Body & Finish	Injection molded TPO
Standard Color	Ivory or Forest Green

Some items listed may be optional equipment



A Textron Company

OPTIONS & FIELD INSTALLED ACCESSORIES (Installation not included)*

Item	Std	Opt	Fld
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TIRES & WHEELS:

Front:

Hole-in-One 18 x 8.50 - 8 (4 Ply Rated)	X		
Links 18 x 8.50 - 8 (4 Ply Rated)		X	
USA Trail 18 x 8.50 - 8 (Load Range C)		X	

Rear:

Hole-in-One 18 x 8.50 - 8 (4 Ply Rated)	X		
Links 18 x 8.50 - 8 (4 Ply Rated)		X	
USA Trail 18 x 8.50 - 8 (Load Range C)		X	
Turf Saver 18 x 8.50 - 8 (Load Range B)		X	

Wheel Covers:

Spoke, Silver		X	
Spoke, Gold		X	

COLORS:

Ivory or Forest Green (select one)	X		
Almond		X	
Black		X	
Flame Red		X	
Inferno Red		X	
Patriot Blue		X	
Metallic Charcoal		X	
Barley Gold		X	
Java Brown		X	
Oasis Green		X	
Platinum		X	
Steel Blue		X	
Burgundy		X	
Electric Blue		X	
British Racing Green		X	
Sunburst Orange		X	

SEATING:

Seat Color (Oyster)	X		
Seat Color (Tan)		X	
Seat Color (Grey)		X	

PIN STRIPES:

Pewter		X	
White		X	
Black		X	
Burgundy		X	
Gold		X	

BATTERY CHARGERS:

48VDC 10 ft (3.0 m) DC Cord	X		
48VDC 18 ft (5.5 m) DC Cord		X	
World Charger 48VDC 10 ft (3.0 m) DC Cord		X	
World Charger 48VDC 18 ft (5.5 m) DC Cord		X	

PROGRAMMABLE GOLF MODES:

Golf - Flat terrain	X		
Golf - Mild Hill		X	
Golf - Steep Hill		X	

Item	Std	Opt	Fld
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BATTERIES

Trojan T-875 Set or Similar	X		
Trojan T-875 or Similar with Hydrolink		X	
T890 w/Battery Fill		X	
US Battery, 8Volt		X	
US Battery, 8V w/Flowrite		X	

ELECTRICAL OPTIONS:

Unique Group Key Switch		X	
Unique Individual Key Switch		X	
DC-DC Converter		X	
Hour Meter		X	
State of Charge Meter		X	
Handheld Diagnostics Unit			X
USB Port		X	

OTHER OPTIONS:

Sweater Basket	X		
Ash Tray		X	
Fender Scuff Guard		X	
Differential Guard		X	
Heavy Duty Rear Suspension		X	
Hydrolink 20' Regulated Hose			X
Front Bumper		X	
Cooler & Bracket			X
Sand Bottle			X
Sand Bucket			X
Side Basket (Single or Double)		X	
Tow Bar (Permanent)		X	
Coastal Package		X	
Add Rear Shock Absorbers		X	
Tow Bar (Casual Use)			X
Sand Rake			X
Sand Rake Holder		X	
Club and Ball Washer			X
4 Bag Attachment			X
Solar Panel Kit			X
Premium Steering Wheel		X	

WEATHER PROTECTION:

Bag Cover Kit - Oyster			X
Bag Cover Kit - Tan			X
Bag Cover Kit - Green			X
Sun Canopy (Top) Beige			X
Sun Canopy (Top) Tan			X
Weather Enclosure (3 Side, Sun Canopy & Wdshld Req'd)			X
Windshield Fold Down (Requires Sun Canopy)			X
Windshield Flat (Requires Sun Canopy)			X
Message Holder (1 Piece, Requires Sun Canopy)			X
Double Message Holder (Requires Sun Canopy)			X
Rear View Mirror (Requires Sun Canopy)			X

2014 Electric TXT Fleet GC

Released: 06/04/2013

Revised: 06/19/2013

Specifications are subject to change without notice
* Field installed accessories may require installation charges



A Textron Company

MODEL: TXT FLEET GOLF CAR
TYPE: GASOLINE POWERED FLEET GOLF CAR
MODEL YEAR: 2014 2015
Part No.: 626111



PRODUCT SPECIFICATION

Engine: 13.5 hp (10.1 kW) Exceeds SAE J1940 Standard, 4 cycle, 24.5 ci (401 cc) single cylinder, air-cooled by Kawasaki

- Valve Train: Overhead valve
- Lubrication: Pressurized oil system, spin-on oil filter
- Balancer: Internal counter rotating balance shaft
- Fuel System: Fixed float bowl with remote pulse fuel pump
- Ignition: Electronic spark/magneto
- Air Cleaner: Replaceable dry cartridge

Electrical: Starter/Generator, solid-state regulator, 12 Volt maintenance free battery (425 CCA, 60 minute reserve)

Drive Train: Automatic, continuously variable transmission (CVT)

Brakes: Dual rear wheel mechanical self-adjusting drum brakes. Automatic single point park brake release with self-compensating system

Transaxle: Differential with helical gears, ground speed governor, forward/reverse

Capacity: Seating for 2 persons

PRODUCT OVERVIEW

Dimensions

Overall Length	93.0 in (236 cm)
Overall Width	47.0 in (119 cm)
Overall Height (No Canopy)	46.5 in (118 cm) (Top of Steering Wheel)
Overall Height (With Canopy)	67.5 in (171 cm) (Top of Sun Canopy)
Wheel Base	66 in (168 cm)
Front Wheel Track	34 in (86 cm)
Rear Wheel Track	38.5 in (98 cm)
Gnd Clearance @ Differential	4.25 in (10.8 cm)

Vehicle Power

Power Source	4 Cycle 24.5 cu in (401 cc). Low E OHV
Valve Train	Single Cylinder OHV
Horsepower (kW)	13.5 hp (10.1 kW) Exceeds SAE J1940 Std.
Electrical System	Starter/Generator, Solid State Regulator
Battery (Qty, Type)	One, 12 Volt Maintenance Free
Key or Pedal Start	Pedal
Air Cleaner	Industrial Rated Dry Filter
Lubrication	Pressurized Oil System
Oil Filter	Spin On
Cooling System	Air Cooled
Fuel Capacity	5.3 Gallon (20L) Tank
Drive Train	Continuously variable transmission (CVT)
Transaxle	Differential with helical gears
Gear Selection	Forward-Reverse
Rear Axle Ratio	11.42:1 (Forward) 15.78:1 (Reverse)

Performance

Seating Capacity	2 Persons
Dry Weight	760 lb (344 kg)
Curb Weight	780 lb (354 kg)
Vehicle Load Capacity	800 lb (363 kg)
Outside Clearance Circle	19.0 ft (5.8 m)
Speed (Level Ground)	13 mph \pm 0.5 mph (21 kph \pm 0.8 kph)
Towing Capacity	3 Golf Cars with Approved Permanent Tow Bar

Steering & Suspension

Steering	Self-compensating rack and pinion
Front Suspension	Leaf springs with hydraulic shock absorbers
Rear Suspension	Leaf springs with hydraulic shock absorbers
Service Brake	Rear wheel mechanical self-adjusting drum
Parking Brake	Self-compensating, single point engagement
Front Tires	Pair of 18 x 8.50 - 8 (4 Ply Rated) Tires
Rear Tires	Pair of 18 x 8.50 - 8 (4 Ply Rated) Tires

Body & Chassis

Frame	Welded steel with DuraShield™ powder coat
Front Body & Finish	Injection molded TPO
Standard Color	Ivory or Forest Green

Some items listed may be optional equipment



A Textron Company

OPTIONS & FIELD INSTALLED ACCESSORIES (Installation not included)*

Item	Std	Opt	Fld
TIRES & WHEELS:			
Front:			
Hole-In-One 18 x 8.50 - 8 (4 Ply Rated)	X		
Links 18 x 8.5		X	
USA Trail 18 x 8.50 - 8 (Load Range C)		X	
Rear:			
Hole-In-One 18 x 8.50 - 8 (4 Ply Rated)	X		
Links 18 x 8.5		X	
USA Trail 18 x 8.50 - 8 (Load Range C)		X	
Turf Saver 18 x 8.50 - 8 (Load Range B)		X	
Wheel Covers:			
Spoke, Silver		X	
Spoke, Gold		X	
COLORS:			
Ivory or Forest Green (select one)	X		
Almond		X	
Black		X	
Flame Red		X	
Inferno Red		X	
Patriot Blue		X	
Metallic Charcoal		X	
Barley Gold		X	
Java Brown		X	
Oasis Green		X	
Platinum		X	
Steel Blue		X	
Burgundy		X	
Electric Blue		X	
British Racing Green		X	
Sunburst Orange		X	
SEATING:			
Seat Color (Oyster)	X		
Seat Color (Tan)		X	
Seat Color (Grey)		X	
PIN STRIPES:			
Pewter		X	
White		X	
Black		X	
Gold		X	
Red		X	
Dark Green		X	
POWERTRAINS:			
Gas Powertrain 0-3K Ft Altitude	X		
Gas Powertrain 3-6K Ft Altitude		X	
Gas Powertrain 6-10K Ft Altitude		X	

Item	Std	Opt	Fld
ELECTRICAL OPTIONS:			
Fuel/Oil Gauge		X	
Unique Group Key Switch		X	
Unique Individual Key Switch		X	
No Fuel shipping		X	
USB Port		X	
OTHER OPTIONS:			
Sweater Basket	X		
Ash Tray		X	
Fender Scuff Guard		X	
Heavy Duty Rear Suspension		X	
Front Bumper		X	
Cooler & Bracket			X
Sand Bottle			X
Sand Bucket			X
Side Basket (Single or Double)		X	
Tow Bar (Permanent)		X	
CE Kit, Gas		X	
Add Rear Shock Absorbers		X	
Tow Bar (Casual Use)			X
Sand Rake			X
Sand Rake Holder		X	
Club and Ball Washer			X
4 Bag Attachment			X
Solar Panel Kit			X
Premium Steering Wheel		X	
WEATHER PROTECTION:			
Bag Cover Kit (Oyster)			X
Bag Cover Kit (Tan)			X
Bag Cover Kit (Green)			X
Sun Canopy (Top) Beige			X
Sun Canopy (Top) Tan			X
Weather Enclosure (3 Side, Sun Canopy & Wdshld Req'd)			X
Windshield Flat (Clear) (Requires Sun Canopy)			X
Windshield Fold Down (Clear) (Requires Sun Canopy)			X
Message Holder (1 Piece, Requires Sun Canopy)			X
Double Message Holder (Requires Sun Canopy)			X
Rear View Mirror (Requires Sun Canopy)			X



2015 TXT Fleet Golf Car
Electric & Gasoline
Effective Jan 1, 2015

Last Revised: Dec 11, 2014

TXT Fleet	Model Number	Suggested Retail Price
TXT 48 Electric (With TrueCourse Technology)	625110	\$9,667

Factory Installed Optional Equipment:	48V	Gas	Part Number	Suggested Retail Price
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TIRES & WHEELS

Front (Select one)

Hole-in-One 18 x 8.50 - 8 (4 Ply Rated) (Set of two)	*	*	612773	Standard
Links 18 x 8.50 - 8 (4 Ply Rated) (Set of two)	*	*	27770G01	\$17
USA Trail 18 x 8.50 - 8 (6 Ply Rated) (Set of two)	*	*	27773G01	\$64

Rear (Select one)

Hole-in-One 18 x 8.50 - 8 (4 Ply Rated) (Set of two)	*	*	612774	Standard
Links 18 x 8.50 - 8 (4 Ply Rated) (Set of two)	*	*	27771G01	\$17
USA Trail 18 x 8.50 - 8 (6 Ply Rated) (Set of two)	*	*	27774G01	\$64
Turf Saver 18 x 8.50 - 8 (Load Range B) (Set of two)	*	*	27771G03	\$146

Wheel Covers (Select one)

Spoke, Metallic Gold (Set of 4)	*	*	611322	\$46
Spoke, Silver (Set of 4)	*	*	607095	\$46

COLORS & PIN STRIPING

Body Colors (Select one)

Standard (Ivory, Forest Green)	*	*		Standard
Premium I (Almond, Black, Burgundy, Electric Blue, Platinum, Flame Red)	*	*		\$310
Premium II (Inferno Red, Patriot Blue, Steel Blue, Oasis Green, Metallic Charcoal, Sunburst Orange, British Racing Green, Barley Gold, Java Brown)	*	*		\$392

Pinstripes (Select one)

Pewter, Dark Green, White, Black, Burgundy, Red, Gold	*	*		\$91
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Seat Colors (Select one)

Seat Color (Oyster)	*	*	625223G01	Standard
Seat Color (Tan)	*	*	625223G03	Standard
Seat Color (Gray)	*	*	625223G04	Standard

Factory Installed Optional Equipment:	48V	Gas	Part Number	Suggested Retail Price
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OTHER ENHANCEMENTS

Ash Tray	*	*	75109G03	\$26
Differential Guard	*	*	72764G01	\$34
Fender Scuff Guard	*	*	634327	\$23
Sand Rake Holder (Rake sold separately)	*	*	75006G01	\$14
Side Basket (Single)	*	*	75007G01	\$32
Side Basket (Double)	*	*	75007G03	\$62
Tow Bar Permanent	*	*	636441	\$464
Premium Steering Wheel	*	*	617159	\$10
Front Bumper	*	*	625200	\$175

ELECTRICAL

Standard 8V Batteries w/ Battery Watering System (25k amp hr wty)	*	*	613511	\$205
Golf Performance Mode - Coastal	*	*	613259	Standard
Golf Performance Mode - Mild Hill	*	*	613260	N/C
Golf Performance Mode - Steep Hill	*	*	613261	N/C
Charger, Delta Q SC-48, 10' (3.0M) Cord	*	*	623994	Standard
Charger, Delta Q SC-48, 18' (5.5M) Cord	*	*	624025	\$54
World Charger (3.3 m [11 ft] Cord)	*	*	624027	\$333
World Charger (5.5 m [18 ft] Cord)	*	*	624029	\$373
State of Charge Meter	*	*	632593G02	\$91
Hour Meter	*	*	75113G01	\$72
Unique Key Switch - Individual	*	*	71120G03	\$46
Unique Key Switch - Group	*	*	71120G02	\$53
DC Converter (20 Amp)	*	*	605750	\$349
Fuel / Oil Gauge	*	*	632593G06	\$95
USB Port	*	*	636034	\$192
USB Port	*	*	636033	\$192

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Prices subject to change without notice.
State & local taxes & fees apply.
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E-Z-GO
1451 Marvin Griffin Rd
Augusta, GA 30906
1-800-241-5855

All prices Ex-works Augusta, GA, USA
All orders subject to acceptance & credit approval by E-Z-GO
Terms: Net 30 days

Field Installed Accessories	48V	Gas	Part Number	Suggested Retail Price
OTHER ENHANCEMENTS				
Regulated Supply Hose for Battery Watering System (20 ft)	•		614521	\$190
Cooler & Bracket	•	•	634319	\$85
Sand Bottle (Single)	•	•	614179	\$38
Sand Bucket	•	•	634314	\$103
Message Holder -Single (Sun Canopy Required)	•	•	634338	\$46
Message Holder -Double (Sun Canopy Required)	•	•	634347	\$33
Sand Rake	•	•	14735G1	\$39
Tow Bar Semi-Permanent	•	•	636058	\$275
Semi-Perm Link	•	•	635736	\$75
Handheld Diagnostic Unit	•		613471	n/a
Club & Ball Washer	•	•	627900	\$107

WEATHER PROTECTION				
Bag Cover Kit (Oyster)	•	•	625581	\$216
Bag Cover Kit (Tan)	•	•	625583	\$216
Bag Cover Kit (Forest Green)	•	•	625585	\$216
Sun Canopy (Top) Beige	•	•	625299G02	\$241
Sun Canopy (Top) Tan	•	•	625299G01	\$241
Weather Enclosure (3 Sided) [Requires Top & Windshield] (Oyster)	•	•	634542	\$241
Weather Enclosure (3 Sided) [Requires Top & Windshield] (Tan)	•	•	634541	\$370
Weather Enclosure (3 Sided) [Requires Top & Windshield] (Forest Green)	•	•	634543	\$370
Windshield, Fold Down (Clear)	•	•	625279G01	\$151
Windshield Flat	•	•	625279G03	\$128

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1451 Marvin Griffin Rd
Augusta, GA 30906
1-800-241-5855

All prices for units August 1, 04, USA
All orders subject to acceptance & credit approval by E-Z-GO
Terms: Net 30 days



A Textron Company

E-Z-GO Division of Textron Inc
1451 Marvin Griffin Road
Augusta, Georgia 30906
800-241-5855

RFP No. 15-037R/LJ
Title: Lease/Purchase Golf Carts
Due Date: May 11, 2015, 4:00 p.m. local time

SERVICE AND WARRANTY INFORMATION

Per Amendment No. 2- E-Z-GO agrees with the warranty requirements outlined in Section 4.3.F in their proposal response.

The 2 pages immediately following this document contain the official Limited Warranty Terms and Conditions for Model Year 2015 E-Z-GO TXT Fleet Vehicles effective for vehicles produced after February 1, 2015.

The warranty statement includes details of the battery warranty by both years and amp hours. Detailed Deep Cycle Battery Warranty Limitations, Conditions and Exceptions stated in the warranty statement will apply to Palm Beach County as related to acceptance of our proposal.

The vehicle warranty and other parts and components are listed in terms of years. The vehicle's frame has a limited lifetime warranty.

This warranty statement includes details of warranty exclusions. In addition to the exclusions, the warranty statement also details items that may cause the limited warranty to be voided.

Service Requests:

Palm Beach County golf facilities will request warranty service in the form of a "Service order request form" that will be completed by a County employee and either faxed (407-312-4440) or emailed (wpalmer@textron.com) to our Florida Service Manager.

All E-Z-GO service technicians are mobile. Response time on service calls is within forty-eight (48) hours of notification. In situations when emergency service is needed the County can contact John Baughman (954-540-2764) to convey the nature of the emergency and we will provide a faster response time.

Any required parts not in stock for warranty repair shall be ordered next day delivery to either the E-Z-GO service technician or the club and any and all costs for next day delivery shall be borne by E-Z-GO.

(15)

If more than five (5) carts are inoperable for a period of time longer than 48 hours due to warranty issues during the months of November thru April, E-Z-GO shall provide loaner vehicles free of charge until the vehicles are restored to service.

Training:

E-Z-GO Division of Textron Inc will work with the County and its staff to properly train personal in operator functions, preventative maintenance, troubleshooting and components. The trainer will be factory-trained and thoroughly knowledgeable in the subjects to be taught.

Non-warranty repair services:

Items not covered by the warranty statement (i.e. physical damage from an accident etc) will be performed by the E-Z-GO service technician upon request and approval by the County. These repairs will be billed to the county in the form of both parts and labor. A service call charge may apply in some circumstances.

Limited Warranty Terms and Conditions - RXV and TXT Fleet Vehicles

The E-Z-GO Division of Textron Inc. ("Company") provides that any new Model Year 2015 E-Z-GO RXV Fleet and TXT Fleet gasoline or electric vehicle (the "Vehicles") and/or battery charger purchased from E-Z-GO, an E-Z-GO affiliate, or an authorized E-Z-GO dealer or distributor, or leased from a leasing company approved by E-Z-GO, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to E-Z-GO no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 years
MAJOR ELECTRONICS - Electric motor, solid state speed controller and battery charger	4 years
DEEP CYCLE BATTERY - TXT ELECTRIC MODELS: <ul style="list-style-type: none">Standard BatteryStandard Battery with optional water fill system	Earlier of 4 years or 23,500 amp hours* Earlier of 4 years or 25,000 amp hours*
DEEP CYCLE BATTERY - RXV ELECTRIC MODELS:	Earlier of 4 years or 25,000 amp hours*
PEDAL GROUP - Pedal assemblies, brake assemblies, brake cables and motor brake	4 years
SEATS - Seat bottom, seat back and hip restraints	4 years
CANOPY SYSTEM - Canopy and canopy struts	4 years
POWERTRAIN - Gasoline engine, gasoline axle, engine air intake and exhaust system	4 years
POWERTRAIN - Electric axle	3 years
BODY GROUP - Front and rear cowl, side panels and instrument panel	3 years
OTHER ELECTRICAL COMPONENTS - Solenoid, limit switches, starter generator, voltage regulator, F&R switch, charger cord and charger receptacle	3 years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO, and all components not specified elsewhere	2 years

* Added electrical components not part of original Vehicle drive system equipment that consume equal to or more than .4 amps shall reduce the amp hour battery warranty by fifteen percent (15%). Added electrical components not part of original Vehicle drive system equipment that consume less than .4 amps shall reduce the amp hour battery warranty by ten percent (10%). See reverse for other battery warranty limitations, conditions and exceptions.

The Warranty Period for all parts and components of the Vehicle other than Deep Cycle Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Deep Cycle Batteries shall commence on the earliest of the date: (a) of Vehicle delivery to the Purchaser's location, (b) on which the Vehicle is placed in Purchaser-requested storage or (c) that is one (1) year from the date of sale or lease of the Vehicle by E-Z-GO to an authorized E-Z-GO dealer or distributor. Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the Customer Care / Warranty Department.

EXCLUSIONS: Specifically EXCLUDED from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate maintenance, neglect, abuse, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF E-Z-GO IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed per the Owner's Manual, including but not limited to rotation of fleet, proper tire inflation, lack of charging, inadequate battery watering, use of contaminated water, loose battery hold downs, corroded battery cables and loose battery terminals;
- lacks an adequate number of operating battery chargers, uses unapproved battery chargers or uses extension cords with battery chargers;
- is fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond E-Z-GO specifications;
- shows indications it has been altered or modified in any way from E-Z-GO specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has non-Company approved electrical accessories or electrical energy consuming devices installed on a gasoline powered Vehicle without installation of a heavy duty 12V battery; or
- is equipped with non-standard tires not approved by Company.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO WWW.EZGO.COM, OR WRITE TO E-Z-GO DIVISION OF TEXTRON INC., ATTENTION: E-Z-GO CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

E-Z-GO P/N 623505G15 - A

USE OF NON-APPROVED E-Z-GO PARTS AND ACCESSORIES: THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY E-Z-GO, OR WHICH WERE NOT INSTALLED BY E-Z-GO, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that E-Z-GO will, at its sole option, repair or replace any defective parts. If E-Z-GO elects to repair or replace a defective part, E-Z-GO may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of E-Z-GO. This exclusive remedy will not be deemed to have failed of its essential purpose so long as E-Z-GO has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL E-Z-GO BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT E-Z-GO WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. **DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES.** SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. E-Z-GO DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- The amp hour Warranty Period for electric Vehicle batteries is as recorded by the Vehicle's controller.
- To be eligible for this limited battery warranty, the warranty must be activated within forty-five (45) days of delivery of the Vehicle at the following web site - <http://ezgo.marvinusa.com>. Failure to do so will void the battery warranty. A Purchaser who is unable to log onto the web site should call or write the E-Z-GO Customer Care /Warranty Department using the contact information below or Purchaser's local dealer or distributor within forty-five (45) days of delivery of the Vehicle.
- Claims for battery warranty replacement require specific testing, as specified by the E-Z-GO Customer Care / Warranty Department. E-Z-GO, or an authorized E-Z-GO dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature, based upon BCI (Battery Council International) recommendations.
- **NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF AN E-Z-GO APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- Electric Vehicle storage facilities must provide the following:
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - five (5) air exchanges per hour in the charging facility;
 - if the facility utilizes an electrical energy management system, the timer must be set to have available fourteen (14) hours of electricity; and
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above.

OTHER E-Z-GO RIGHTS:

- E-Z-GO may perform semi-annual vehicle inspections (directly or through assigned E-Z-GO representatives) through the term of any fleet lease.
- E-Z-GO may improve, modify or change the design of any E-Z-GO vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- E-Z-GO may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by E-Z-GO representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.
- **THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.**

AUTHORITY: No E-Z-GO employee, dealer, distributor or representative, or any other person, has any authority to bind E-Z-GO beyond the terms of this Limited Warranty without the express written approval of the E-Z-GO Customer Care / Warranty Department.

EMISSIONS CONTROL WARRANTY: The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided separately with the Vehicle.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO WWW.EZGO.COM, OR WRITE TO E-Z-GO DIVISION OF TEXTRON INC., ATTENTION: E-Z-GO CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

E-Z-GO P/N 623505G15 - A



A Textron Company

E-Z-GO Division of Textron Inc
1451 Marvin Griffin Road
Augusta, Georgia 30906
800-241-5855

RFP No. 15-037R/LJ
Title: Lease/Purchase Golf Carts
Due Date: May 11, 2015, 4:00 p.m. local time

Equipment Standards and Guidelines

The equipment being offered by E-Z-GO Division of Textron Inc as part of our bid submission meets or exceeds the requirement for the American National Standards Institute (ANSI). The E-Z-GO TXT fleet vehicles are certified ANSI Z130.1.



A Textron Company

To: Palm Beach County
Re: RFP No. 15-037R/LJ

CERTIFICATION PURSUANT TO SECTION 3.1.3

I, the undersigned [Rusty McGahee], acting in my capacity as Director Compliance & Contracts of the E-Z-GO Division of Textron Inc., a Delaware corporation ("E-Z-GO"), do hereby certify that E-Z-GO Model TXT golf carts are designed and manufactured by E-Z-GO at its facility located at 1451 Marvin Griffin Road, Augusta, Georgia 30906.

Executed at Augusta, Georgia on this 4th day of May, 2015.

A handwritten signature in cursive script that reads "Rusty McGahee".

Name: Rusty McGahee
Title: DIRECTOR, Compliance & Contracts
E-Z-GO



A Textron Company

E-Z-GO Division of Textron Inc
1451 Marvin Griffin Road
Augusta, Georgia 30906
800-241-5855

RFP No. 15-037R/LJ
Title: Lease/Purchase Golf Carts
Due Date: May 11, 2015, 4:00 p.m. local time

EXCEPTIONS TO VEHICLE SPECIFICATIONS

4.4 Vehicle Specifications

A. Golf Carts

- | | |
|--|--------|
| 1. Seating for two (2) people | Comply |
| 2. Ability to secure two (2) golf bags in the bag well | Comply |
| 3. Rack and pinion steering | Comply |
| 4. Wrap around bumper | Comply |

(Description-The E-Z-GO TXT is equipped with a front bumper and rear bumper that will withstand impacts of up to 5 mph. Impact resistant, side running boards, offer increased durability, protecting the vehicle from on course and in barn damage. These components achieve the same result as a wrap around bumper without the excessive repair costs of a wrap around bumper system)

- | | |
|--|--------|
| 5. Two (2) keys per cart | Comply |
| 6. Molded-in body color or base body color that matches the finish | Comply |

(Description- The E-Z-GO TXT is complete with durable, fade resistant, automotive quality Ivory paint with a clear coat finish just like your automobile. The underbody is also Ivory in color. The TXT's exterior will be unaffected by the elements.

- | | |
|--|--------|
| 7. Scuff guards | Comply |
| 8. Load Capacity of eight hundred (800) pounds | Comply |

Electric Drive Train

- | | |
|---------------------------------|--------|
| 1. Forty-eight (48) AC/DC motor | Comply |
|---------------------------------|--------|

- | | |
|---|--------|
| 2. Six (6) 8-volt batteries or four (4) 12-volt batteries | Comply |
| 3. 3 to 5 horsepower | Comply |
| 4. Regenerative braking | Comply |

Gasoline Drive Train

- | | |
|--|--------|
| 1. One (1) 12-volt battery | Comply |
| 2. 4 cycle single cylinder engine | Comply |
| 3. 13-15 horsepower | |
| 4. One (1) minimum 4.5 gallon fuel tanks | Comply |

(Description-The E-Z-GO TXT Fleet Gas golf car is equipped with one (1) 5.3 gallon (20L) fuel tank.)

Accessories

- | | |
|---------------------------------|--------|
| 1. Sun Canopy | |
| 2. Bag Protector | Comply |
| 3. Single message holder | Comply |
| 4. Sweater basket | Comply |
| 5. Folding split windshield | Comply |
| 6. Club and ball washer | Comply |
| 7. Two (2) Sand bottles | Comply |
| 8. Single point watering system | Comply |
| 9. Number decals | Comply |

AMENDMENT No. 1

DATED: April 21, 2015

Palm Beach County Purchasing Department
50 South Military Trail, Suite 110, West Palm Beach, FL 33415

RFP No. 15-037R/LJ

Title: **Lease/Purchase Golf Carts**

Request for Proposal Due Date: May 11, 2015

This Amendment is issued to provide additional information and clarification to the RFP document:

A. Proposers are advised of the following change to the RFP:

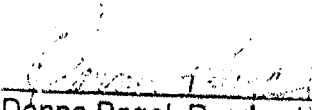
1. Section 4.1, PURPOSE OF THE PROJECT, delete the second paragraph in its entirety and replace with the following:

The CONTRACTOR shall complete all tasks for the delivery of approximately four hundred ten (410) fleet golf carts and replacement parts, trade in of approximately three hundred fifty-one (351) 2010 fleet carts, and provide warranty and non warranty services to:

1. Okeeheelee Golf Course, 7715 Forest Hill Blvd., West Palm Beach, FL 33413 (120 carts)
2. Osprey Point Golf Course, 12551 Glades Rd., Boca Raton, FL 33498 (130 carts)
3. Southwinds Golf Course, 19557 Lyons Rd., Boca Raton, FL 33498 (80 carts)
4. Park Ridge Golf Course, 9011 West Lantana Rd., Lantana, FL 33467 (80 carts)

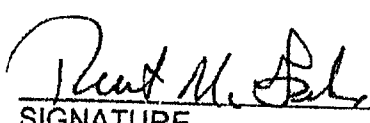
All changes addressed in this Amendment No. 1 shall be incorporated into RFP No. 15-037R/LJ and the final contract. All other terms and conditions of the RFP remain the same and unchanged.

NOTE: Please acknowledge receipt of this Amendment No. 1 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.


Donna Pagel, Purchasing Manager

ACKNOWLEDGMENT:

E-2-G Division of Terra Inc.
COMPANY NAME


SIGNATURE

May 4, 2011
DATE

AMENDMENT No. 2

DATED: April 30, 2015

Palm Beach County Purchasing Department
50 South Military Trail, Suite 110, West Palm Beach, FL 33415

RFP No. 15-037R/LJ

Title: Lease/Purchase Golf Carts

Request for Proposal Due Date: May 11, 2015

This Amendment is issued to provide additional information and clarification to the RFP document:

A. Proposers are advised of the following changes to the RFP:

1. Section 2.17 EVALUATION CRITERIA, item 6. Business Location is revised to add Local Preference to the title so that it now reads:

"6. Business Location/Local Preference."

2. Section 3, PROPOSAL REQUIREMENTS, is revised as follows:

- a. Section 3.4 BUSINESS LOCATION, delete the Section in its entirety and replace with the following:

"3.4 BUSINESS LOCATION/LOCAL PREFERENCE

Pursuant to Section 2-80.47 of the Palm Beach County Local Preference Code, unless prohibited by federal, state or local law or where prohibited under the conditions of any grant, the location of a business shall be addressed through the evaluation criteria set forth in this solicitation.

Proposer shall submit at the time of proposal submission the attached "Certification of Business Location" (Appendix D) (the "Certification") together with a valid Business Tax Receipt issued by the Palm Beach County Tax Collector, unless the proposer is exempt from the Business Tax Receipt requirement by law, which will be used to verify that the proposer had a permanent place of business prior to the issuance of this Notice of Solicitation/Request for Proposal. The Palm Beach County Business Tax Receipt and the Certification are the sole determinant of Business Location/Local Preference points. Errors in the completion of the

Certification or failure to submit the completed Certification will cause the proposer to not receive points for Business Location/Local Preference.

Provided a proposer does not qualify to receive an SBE preference, local proposers who submit the Certification together with the required Business Tax Receipt at the time of proposal submission, shall receive five (5) points."

- b. Section 3.3 SERVICE AND WARRANTY INFORMATION, revise the last sentence of the section to read as follows:

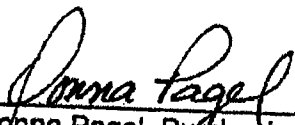
"Proposers must indicate their agreement with the warranty requirements outlined in Section 4.3.F in their proposal response."

3. Section 4.4 VEHICLE SPECIFICATION, revise the last sentence of the section to read as follows:

"Electric carts only shall be equipped with an automatic charger with a minimum eight (8') foot cord from the AC power supply to the cart charger."

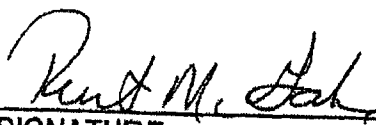
All changes addressed in this Amendment No. 2 shall be incorporated into RFP No. 15-037R/LJ and the final contract. All other terms and conditions of the RFP, except as previously amended, remain the same and unchanged.

NOTE: Please acknowledge receipt of this Amendment No. 2 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.


Donna Pagel, Purchasing Manager

ACKNOWLEDGMENT:

E-Z-CO Division of Terra-Tec, Inc.
COMPANY NAME


SIGNATURE

May 4, 2015
DATE

APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 15-037R/LJ

Page 1 of 4

The following pricing is submitted as the all inclusive pricing to provide the Parks and Recreation Department with a leased golf cart fleet and replacement parts, in accordance with the Requirements/Scope of Work/Services set forth in this RFP document.

ITEM NO:	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	48 month tax free municipal lease with no balloon payment (County retains ownership of carts at end of term with \$1.00 payment)			
1. Okeehseelee	New electric golf carts equipped as specified in Scope of Work	120	\$3664. ⁰⁰	\$439,680. ⁰⁰
	Trade in offered for 2010 County golf carts	94	\$1300. ⁰⁰	\$122,200. ⁰⁰
	Net price			\$317,480. ⁰⁰
	Annual lease/purchase finance cost	120	\$695.52	\$83,462. ⁴⁰
	Total price including financing for 48 month lease purchase			\$333,842. ⁴⁰

ITEM NO:	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	48 month tax free municipal lease with no balloon payment (County retains ownership of carts at end of term with \$1.00 payment)			
2. Osprey Point	New electric golf carts equipped as specified in Scope of Work	130	\$3664. ⁰⁰	\$476,320. ⁰⁰
	Trade in offered for 2010 County golf carts	110	\$1500. ⁰⁰	\$165,000. ⁰⁰
	Net price			\$311,320. ⁰⁰
	Annual lease/purchase finance cost	130	\$629.52	\$81,837. ⁶⁰
	Total price including financing for 48 month lease purchase			\$327,350. ⁶⁰

APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 15-037R/LJ

Page 2 of 4

ITEM NO:	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	48 month tax free municipal lease with no balloon payment (County retains ownership of carts at end of term with \$1.00 payment)			
3. Southwinds	New electric golf carts equipped as specified in Scope of Work	80	\$3664. ⁰⁰	\$293,120. ⁰⁰
	Trade in offered for 2010 County golf carts	80	\$1300. ⁰⁰	\$104,000. ⁰⁰
	Net price			\$189,120. ⁰⁰
	Annual lease/purchase finance cost	80	\$621. ³⁰	\$49,708. ⁸⁰
	Total price including financing for 48 month lease purchase			\$198,835. ²⁰

ITEM NO:	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	48 month tax free municipal lease with no balloon payment (County retains ownership of carts at end of term with \$1.00 payment)			
4. Park Ridge	New gas golf carts equipped as specified in Scope of Work	80	\$3764. ⁰⁰	\$301,120. ⁰⁰
	Trade in offered for 2010 County golf carts	67	\$2300. ⁰⁰	\$154,100. ⁰⁰
	Net price			\$147,020. ⁰⁰
	Annual lease/purchase finance cost	80	\$483. ¹²	\$38,649. ⁶⁰
	Total price including financing for 48 month lease purchase			\$185,670. ⁰⁰

ALL GOLF COURSES	
Total net price	\$ 964,740. ⁰⁰
*Total pricing including financing for 48 months	\$ 1,014,633. ⁶⁰
Monthly payment for 48 months	\$21,138. ²² per month

*The Total pricing including financing for 48 months shall be used to determine points for evaluation.

**COUNTY reserves the right to decrease the number of traded carts.

***For twelve (12) months from the date of award, COUNTY may purchase additional golf carts at the unit price applicable to the golf course where the cart will be kept.

APPENDIX A **PRICE PROPOSAL PAGES** **RFP NO. 15-037R/LJ**

Page 3 of 4

FREE GOODS OR OTHER INCENTIVES (Provide details of any other incentives offered)

Delivery kits will be provided for each golf property. These kits include items to facilitate proper code and maintenance at the golf facilities. A water dispenser will be provided to each golf facility that will be using electric golf carts. (Greentree, Southwind & Spruce Point)

Replacement Parts Market Basket

Item	List Price	Discounted Price
Six (6) 8-volt batteries	\$107.00 (including mkt)	\$90.95 (including mkt)
Four (4) 12-volt batteries	\$ NA	\$ NA
One (1) 12-volt battery	\$94.00	\$79.95
Sun Canopy	\$160.00	\$136.00
Wheel (hub and tire)	\$85.00	\$72.25
Folding split windshield	\$178.00	\$151.30
Sand bottle	\$21.00	\$17.85
Single message holder	\$36.00	\$30.60
Front cowl and rear body package	\$1144.00	\$972.40
Bag Protector Cover	\$239.00	\$203.15

Discount for Replacement Parts (Provide details of the discount if offered)

Manufacturers List Price

Discount % 15%

* Additional volume or promotional discounts may be applicable

GPS Pricing (Optional)

Added to some or all of the fleet at time of purchase

\$ NA /vehicle

** more detailed specifications are required

The Proposer certifies by signature below the following:

a. This pricing is current, accurate complete, and is presented as the Total Pricing, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.

**APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 15-037RLJ**

Page 4 of 4

b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.

c. This Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.

d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): Rusty Mc Ghee
TITLE: DIRECTOR, Compliance & CONTRACTS
COMPANY: E-7-GO Division of Tecton Inc
ADDRESS: 1451 Marvin Griffin Road
CITY/STATE/ZIP: Augusta, Georgia 30906
TELEPHONE NO. 800-241-5855
SIGNATURE: Rusty Mc Ghee

APPENDIX B
BUSINESS INFORMATION
RFP NO. 15-037R/LJ

Full Legal Name of Entity: E-Z-GO Division of Textron Inc
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 1451 Marvin Griffin Road Augusta Ga 30906

Telephone Number: (800) 241-5855 Fax Number: ()

- Form of Entity
☒ Corporation
☐ Limited Liability Company
☐ Partnership, General
☐ Partnership, Limited
☐ Joint Venture
☐ Sole Proprietorship

Federal I.D. Number: 05-0315468

(1) If Proposer is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes ☒ No ☐

If yes to the above, as of what date? Oct. 6, 1967

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: Rusty M. Lahee

NAME (PRINT): Rusty M. Lahee

TITLE: Director - Compliance & Contract

COMPANY: E-Z-GO Division of Textron Inc

State of Florida

Department of State

I certify from the records of this office that TEXTRON, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on October 6, 1967.

The document number of this corporation is 820781.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on April 4, 2014, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of February, 2015*



Ken Dufner
Secretary of State

Authentication ID: CU1964342813

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

APPENDIX C
SBE SCHEDULES 1, 2, 3(A), & 4
RFP NO. 15-037R/LJ

NO

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: _____
NAME OF PRIME BIDDER: _____
CONTACT PERSON: _____
BID OPENING DATE: _____

PROJECT NO. OR BID NO.: _____
ADDRESS: _____
PHONE NO.: _____ FAX NO. _____
USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. IF INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTOR PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THEY ARE ON THEIR OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE		
	M/WBE	SBE	Black	Hispanic	Women
	Minority Business	Small Business			
1.	<input type="checkbox"/>	<input type="checkbox"/>			
2.	<input type="checkbox"/>	<input type="checkbox"/>			
3.	<input type="checkbox"/>	<input type="checkbox"/>			
4.	<input type="checkbox"/>	<input type="checkbox"/>			
5.	<input type="checkbox"/>	<input type="checkbox"/>			
(Please use additional sheets if necessary)					
Total					

Total Bid Price \$ _____
Total SBE-M/WBE Participation Dollar Amount or Percentage of Work _____
I hereby certify that the above information accurate to the best of my knowledge: _____
Signature: _____

- Note:
- 1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or sign attainment.
 - 2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, list under the appropriate category.
 - 3. M/WBE information is being collected for tracking purposes only.

Revised *

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO: _____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage _____
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Revised 10/11/2011

Date: _____

OSBA Schedule 3(A)
PROFESSIONAL SERVICES ACTIVITY REPORT

Project No.: _____
Task Authorization No: _____

REPORTING PERIOD: _____

Prime Consultant Address: _____
City/State: _____ Zip _____
Contact Person: _____ Phone # _____
Contract Name: _____
Contract Term: _____ Contract Amount \$ _____
Total Percentage performed by the Prime's Firm: _____ SBE-M/WBE Firm: _____
Service Type: Architectural _____ Engineering _____ Surveying _____
Other (Specify) _____
Have Sub-Consultants completed work with its own workforce for this application?
Yes _____ No _____

Note: If yes, complete below:

SUB-CONSULTANTS

1. Firms Name: _____
Address/Tel: _____
Estimated Start Date: _____ Contract Amount: _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____
2. Firm's Name: _____ **NA** _____
Address/Tel: _____
Estimated Start Date: _____ Contract Amount: _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____
3. Firm's Name: _____
Address/Tel: _____
Estimated Start Date: _____ Contract Amount _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____

I certify that the above is true to the best of my knowledge

Signature/Title

Revised 9/7/2011

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$ _____

On _____ from _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

=====

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

By: _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____ 20 _____

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification _____

APPENDIX D
CERTIFICATION OF BUSINESS LOCATION
RFP NO. 15-037R/LJ

In accordance with the Palm Beach County Local Preference Code, a preference may be given to: (1) proposers having a permanent place of business in Palm Beach County ("County"); or (2) proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades. To receive a local preference, proposers must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the proposer provide the goods/services to be purchased, and will be used to verify that the proposer had a permanent place of business prior to the issuance of the solicitation. The proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the proposer to not receive a local preference.

In instances where the proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the proposer must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the proposer had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said proposer for additional information related to this requirement after the proposal due date.

- I. Proposer is as _____
- Local Business: A local business has a permanent place of business in Palm Beach County.
- (Please indicate):
- _____ Headquarters located in Palm Beach County
- _____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.
- _____ Glades Business: A Glades business has a permanent place of business in the Glades.
- (Please indicate):
- _____ Headquarters located in the Glades
- _____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

- II. The attached copy of proposer's County Business Tax Receipt verifies proposer's permanent place of business.

THIS CERTIFICATION is submitted by NA, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Proposer)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the proposer.

(Signature)

(Date)

APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. 15-037R/LJ

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal submission to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Rusty McGahert the
(Individual's Name)

DIRECTOR, COMPLIANCE & CONTRACTS of E-2-GO Division of Textron Inc
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Rusty McGahert
Signature

MAY 4, 2011
Date

Textron Enterprise Policy	Title: Textron Drug and Alcohol Free Workplace Policy		Policy #: TXT 0201.001	
	Function Group: Human Resources			
	Effective Date: 05/01/2012		Issue #: Original	
	Issue Date: 05/01/2012		Reviewed: 10/24/2014	
Approved by: Cheryl Johnson, Executive Vice President – Human Resources				

1.0 PURPOSE

Textron is committed to maintaining a safe and healthy working environment for our employees by promoting a drug free workplace.

2.0 SCOPE

This policy covers the use of Controlled Substances (Sec. 3.3), Illegal Drugs (Sec. 3.4), Prescription Drugs (Sec. 3.6) and alcohol by all employees of the Company while on Company Property, operating Company vehicles, performing work for the Company or attending a Company-sponsored event.

3.0 DEFINITIONS

3.1 Company: refers to Textron Inc., each of its subsidiaries, divisions, affiliated companies and business units, and each of their subsidiaries, divisions, affiliated companies or business units.

3.2 Company Property: refers to all Company owned or leased property used by employees including, but not limited to, vehicles, lockers, desks, cabinets, closets and parking lots.

3.3 Controlled Substance: means any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. § 812), as amended. The list is available from Human Resources.

3.4 Illegal Drug: means any drug, if (i) its use, possession, sale or distribution constitutes a criminal offense, or (ii) it is a Prescription Drug or Controlled Substance that is used in any manner which is inconsistent with the valid physician's prescription for that drug.

3.5 Prescription Drug: means a drug that is lawfully prescribed by a licensed physician, physician assistant or other licensed health practitioner.

4.0 POLICY

4.1 Drug and Alcohol Free Workplace Statement of Policy

All employees of the Company are prohibited from:

- Manufacturing, distributing, dispensing, selling, purchasing, possessing or using an Illegal Drug or assisting another to do so, while on Company Property, in Company vehicles, or while off the Company property performing work for the Company or attending a Company-sponsored event;
- Using Company Property or one's position to facilitate the manufacture, distribution, sale, dispensation or possession of a Controlled Substance or Illegal Drug.
- Working or reporting for work or operating a Company vehicle while under the influence of an Illegal Drug, alcohol or in an impaired condition;

A hard copy of this document may not be the document currently in effect and is for reference purposes only. The official document is published on Textron's ERIC site. This Policy is not intended to affect Textron's right to manage its workplace or discipline its employees, or to guarantee employment, continued employment, or terms or conditions of employment to any individual.

Textron Enterprise Policy	Title: Textron Drug and Alcohol Free Workplace Policy		Policy #: TXT 0201.001
	Function Group: Human Resources		
	Effective Date: 05/01/2012 Issue Date: 05/01/2012	Issue #: Original	Reviewed: 10/24/2014
Approved by: Cheryl Johnson, Executive Vice President – Human Resources			

- Being unfit to work or creating a risk of harm in the workplace because of the use of alcohol, a Controlled Substance or Illegal Drug;

NOTE: On occasion, managerial, executive, and sales staff may entertain customers during work hours or after work hours as representatives of the Company. On these occasions, only moderate use of alcoholic beverages is acceptable. In addition, occasionally, alcohol is served at business or social events sponsored by the company. Only moderate use of alcohol is acceptable at these events.

Employees must notify their supervisor or Human Resources in writing of any conviction of a violation of a criminal drug statute occurring in the workplace while conducting Company business no later than five calendar days after such conviction.

Violations of this policy are subject to disciplinary action, up to and including termination from employment consistent with the requirements of local law.

In the event any portion of this Policy is inconsistent with any federal, state or local law, the federal, state or local law shall govern.

4.2 Pre-employment Drug Testing and Acknowledgement of this Policy

It is the policy of the Company not to hire individuals who use any Illegal Drug or any Controlled Substance without a valid prescription. To the extent not prohibited by applicable law, all individuals offered a job by the Company must undergo appropriate drug screening as part of their pre-employment evaluation. Each individual is requested to sign a notice and acknowledgment, consenting to such a pre-employment drug screen and authorizing disclosure of the results to the Company.

If an applicant tests positive for prohibited substances, the applicant will not be hired and any outstanding offers will be rescinded. Such applicants may be considered for employment if they re-apply after one year.

4.3 Employee Drug and Alcohol Testing and Acknowledgement of this Policy

The Company utilizes drug and alcohol testing to administer this policy, in accordance with applicable laws, and in compliance with federal regulations set by Department of Defense (DoD), Federal Aviation Administration (FAA), and Department of Transportation (DoT) when applicable. Each employee will be furnished a copy of this policy and be required to sign a statement, in the form attached to this policy, stating that he or she has received, reviewed, and understands the policy.

Employees may be required to undergo testing for prohibited substances when performance is impaired and it is reasonably believed to be a result of alcohol or drug use. Employees who test positive for alcohol, a Controlled Substance or an Illegal Drug or refuse to undergo a drug and/or alcohol test will be considered in

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Textron Enterprise Policy	Title: Textron Drug and Alcohol Free Workplace Policy		Policy #: TXT 0201.001	
	Function Group: Human Resources			
	Effective Date: 05/01/2012		Issue #: Original	
	Issue Date: 05/01/2012		Reviewed: 10/24/2014	
Approved by: Cheryl Johnson, Executive Vice President – Human Resources				

violation of this policy.

Random tests may be performed on employees in accordance with local business unit practice/policy (if applicable) and in accordance with federal regulation and local law. If an employee tests positive for an Illegal Drug, a Controlled Substance or alcohol the employee will be considered in violation of this policy.

4.4 Non-employee Drug and Alcohol Testing and Acknowledgement of this Policy

Non-Employees are individuals performing work for Textron who are not employees of the Company, i.e. independent contractors, leased employees and subcontractors. The Company requires drug testing for all non-employees to the extent permitted by law, and shall include this requirement in the agreement for non-employee services, or confirm this requirement is met prior to the non-employee providing services to the Company to the extent permitted by law.

4.5 Employee Assistance Program

Employees who are in need of assistance in dealing with substance abuse problems are encouraged to use the employee assistance program (EAP) as available in each business unit location. For additional information, employees may contact their local Human Resource Department, a designated official within Textron or contact the EAP directly.

Under some circumstances, the Company may require that the employee be referred to the EAP. In that case, failure to abide by the terms and conditions of the treatment plan established by the EAP is a violation of this policy. After completion of the referral treatment program, the EAP counselor will certify to the designated Company manager that the employee can return to work. The employee may be subject to additional testing as part of a follow-up program. Employees who test positive while completing the follow-up program will be terminated.

An employee's decision to seek assistance from the employee assistance program will not be used against him/her in a disciplinary action. However, use of the EAP will not prevent the Company from taking disciplinary action against an employee for violations of this policy.

4.6 Prescription Drugs

Any employee who is using a Prescription Drug for any medical or other condition which might impair the ability to perform his or her job or might create a safety hazard must discuss the matter with his or her personal physician and, HR business partner and/or a designated health services office. The HR business partner or health services office will consult with the employee to determine whether the individual can safely and effectively perform work while

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Textron Enterprise Policy	Title: Textron Drug and Alcohol Free Workplace Policy		Policy #: TXT 0201.001	
	Function Group: Human Resources			
	Effective Date: 05/01/2012		Issue #: Original	Reviewed: 10/24/2014
	Issue Date: 05/01/2012			
Approved by: Cheryl Johnson, Executive Vice President – Human Resources				

taking the medication. If it is determined that a Prescription Drug will affect performance or create a safety hazard, the Company reserves the right to limit or suspend the work activity of the employee until the medication causing impairment is discontinued.

In any of the selection or testing situations described in this policy, if Prescription Drugs are detected and the applicant or employee is unable to prove medical or professional authorization for the Prescription Drug, the use of such drug will be considered an Illegal Drug under Section 4.1 of this Policy.

4.7 Searches in the Workplace

Where appropriate and not prohibited by law, the Company may invoke its right to require the employee to submit immediately to a search of his or her vehicle, desk, cabinet, locker, lunch box, briefcase, purse, wallet, packages, personal possessions, or other items on Company Property which he or she has or has access to or, where circumstances require, to a search of his or her person by a supervisor or manager of the same sex.

Refusal to agree to a lawful search or inspection requested by the Company is considered insubordination and a violation of this policy.

4.8 Confidentiality of Information

Information regarding the use of drugs by any individual or the testing results of any job applicant or employee will be maintained in confidence by the Company to the extent practicable. Such information may be disclosed on a need to know basis to governmental or law enforcement authorities, members of management in connection with the disposition of disciplinary matters, the administration of this policy, or as required by law. In the case of represented employees, information concerning drug usage or test results may be communicated to union representatives who are responsible for the processing of any grievance protesting disciplinary action taken by the Company.

5.0 RELATED INFORMATION/REFERENCES

- Textron Business Conduct Guidelines
- Employee Agreement to Comply with Textron's Policy on Drug and Alcohol Use and Controlled Substance.

A hard copy of this document may not be the document currently in effect and is for reference purposes only. The official document is published on Textron's ERIC site. This Policy is not intended to affect Textron's right to manage its workplace or discipline its employees, or to guarantee employment, continued employment, or terms or conditions of employment to any individual.

APPENDIX F
DISCLOSURE OF OWNERSHIP INTERESTS
RFP NO. 15-037R/LJ

TO: PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared ANN T. WILLAMAN, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
☐ an individual or
☒ the ASSISTANT SECY. of TEXTRON INC.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].
The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 40 WESTMINSTER ST
PROVIDENCE, RI 02903

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT

Ann T. Willaman
ANN T. WILLAMAN, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 13TH day of APRIL, 2015, by ANN T. WILLAMAN, ☒ who is personally known to me or ☐ who has produced as identification and who did take an oath.

Elizabeth N. Ortiz
Notary Public

(Print Notary Name)

Elizabeth N. Ortiz

State of ~~Florida~~ at Large

Notary Public

My Commission Expires:

My Commission Expires: 12/29/2017

RHODE
ISLAND

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name

Address

BLACKROCK, INC

55 EAST 52nd STREET

5.1%

NEW YORK, NY 10022

SUBSIDIARIES OF

245 SUMMER STREET

6.06%

FMR LLC (INCLUDING

BOSTON, MA 02210

FIDELITY MANAGEMENT

T. ROWE PRICE

100 EAST PRATT

12%

ASSOCIATES, INC.

BALTIMORE, MD 21202

THE VANGUARD GROUP,
INC.

100 VANGUARD BLVD

7.08%

MALVERN, PA 19355

APPENDIX G
NON-DISCRIMINATION POLICY
RFP NO. 15-037R/LJ

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All proposers doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event a proposer does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, such proposer shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

- ☐ Proposer hereby acknowledges that it **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy and proposer hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

OR

- ☒ Proposer hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

OR

- ☐ Proposer hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, Proposer hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

NOTE:

Proposer's failure to either: (i) have a written or non-written non-discrimination policy in conformance with Palm Beach County's policy set forth above; or (ii) provide Palm Beach County, with the information set forth above, will render proposer non-responsive.

Proposer shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

PROPOSER:

E-Z-GO Division of Textron Inc
Company Name

Rusty McGahoe
Signature

Rusty McGahoe
Name (type or print)

DIRECTOR, Compliance & Contracts
Title

Textron Enterprise Policy	Title: Equal Employment Opportunity		Policy #:
	Function Group: Human Resources		
	Issue Date: 07/24/2014	Issue #: Version 2	
Approved by: Cheryl Johnson, Executive Vice President – Human Resources			

1.0 PURPOSE

Textron values its highly talented and diverse workforce as a strategic advantage and is committed to providing equal opportunity in employment for all people.

2.0 SCOPE

This Policy applies to all job applicants and employees of Textron.

3.0 POLICY

Textron is committed to providing Equal Opportunity in Employment to all applicants and employees regardless of race, color, religion, sex, age, national origin, military status, veteran status, handicap, physical or mental disability, sexual orientation, gender identity, genetic information or any other characteristic protected by law. This commitment must be followed in all aspects of employment and personnel practices including but not limited to: recruitment, hiring, placement, performance evaluation, upgrading or promotion, demotion, transfer, compensation, benefits, layoff and recall, training and development, social and recreational programs and application of all company policies, procedures, and benefits.

Textron has written Affirmative Action Plans (AAP), developed in accordance with the provisions of U.S. federal law, to support and implement the principles of equal employment and to promote the employment and advancement of persons specifically identified by statute and regulation including minorities, women, qualified disabled persons and veterans.

3.1 Responsibilities

All employees, managers, and supervisors are responsible for actively supporting the Company's commitment to Equal Employment by performing their duties and conducting their behavior in a non-discriminatory manner. Managers and supervisors are additionally responsible for taking appropriate actions to prevent violations of this Policy and to maintain a work environment that is free of unlawful discriminatory activities.

All employees are responsible for reporting any conduct that might constitute discrimination or retaliation to their supervisor, their Human Resources Business Partner, Ethics and Compliance contact or to the head of Human Resources for their Business Unit.

3.2 Retaliation

The Company prohibits retaliation of any kind against employees for reporting harassment and/or discrimination or assist in investigating such complaints.

3.3 Violations

Violations of this policy will not be tolerated. The Company will promptly investigate every issue that is brought to its attention in this area and will take appropriate disciplinary action, up to and including termination of employment.

A hard copy of this document may not be the document currently in effect. Hard copies of this Textron Policy are for reference purposes only. The official document is published on ERIC.

TEXTRON INC.

**Designation of Authorized Signatories for the
E-Z-GO Division of Textron Inc.**

WE, ELIZABETH C. PERKINS and ANN T. WILLAMAN, the duly elected Vice President and Deputy General Counsel, and Assistant Secretary, respectively, of TEXTRON INC., a Delaware corporation (the "Corporation"), acting pursuant to the authority granted by those certain resolutions providing for Designation of Authorized Signatories for Unincorporated Divisions as adopted by the Board of Directors of the Corporation on December 1, 2010, do hereby designate the following employees of the E-Z-GO DIVISION OF TEXTRON INC. (the "Division") and other individuals as persons authorized and empowered, severally or jointly, and subject to all applicable policies and procedures of the Corporation, including, but not limited to, obtaining all necessary approvals and appropriate legal review, to sign, seal with the corporate seal, and execute and deliver in the name and on behalf of the Corporation, with respect to the Division, contracts, agreements, purchase orders, bids, leases, licenses, bonds, applications, reports, certificates, affidavits or other documents or instruments relative to or in connection with any work, property, purchase, contract, service or production of any kind which may be directly or indirectly carried on or performed by or on behalf of such Division, as hereinafter provided:

Contracts, Agreements, Government Contracts and Bids, and Related Instruments

President	No Limitation
Vice President - Finance	No Limitation
Vice President - Golf	No Limitation
Vice President - Consumer	No Limitation
Vice President - Commercial	No Limitation
Vice President - Engineering	No Limitation
Vice President - Aftermarket Sales & Support	No Limitation
Vice President - Integrated Supply Chain	No Limitation
Vice President - Human Resources	No Limitation
Senior Director - Information Technology	No Limitation
Senior Director - Strategy	No Limitation
Director - Contracts & Compliance	No Limitation

**Purchase Orders, Long Term Supply Contracts to Purchase, Equipment Leases and All
Other Necessary and/or Related Instruments**

President	No Limitation
Vice President - Finance	No Limitation
Vice President - Golf	No Limitation
Vice President - Consumer	No Limitation
Vice President - Commercial	No Limitation
Vice President - Engineering	No Limitation
Vice President - Integrated Supply Chain	No Limitation
Vice President - Human Resources	No Limitation
Senior Director - Information Technology	No Limitation
Senior Director - Strategy	No Limitation
Director - Strategic Sourcing	No Limitation
	\$2,500,000 limit for direct material;
	\$500,000 limit for indirect material

Loss Pool Agreements

Director - Contracts & Compliance	No Limitation
Director - Commercial Accounts Finance	No Limitation

Short-Term Lease Agreements

Director - Contracts & Compliance	No Limitation
Director - Commercial Accounts Finance	No Limitation
Finance Manager	No Limitation

Real Estate Leases and Lease Termination Agreements

President	No Limitation
Vice President - Finance	No Limitation
Director - Contracts & Compliance	No Limitation

Patents, Trademarks & Related Powers of Attorney

President	All Powers of Attorney
Vice President - Engineering	Patents Only
Director - Marketing & Communications	Trademarks Only

Export License Applications, Import Documents, Customs Powers of Attorney

Vice President - Integrated Supply Chain
Export and Import Compliance Officer
Business Unit General Counsel

Corporate Seal


Each of the following Division employees and other individuals is designated, pursuant to said Resolution, as a person authorized to seal with the Corporate Seal any of the foregoing contracts and related instruments when duly executed pursuant hereto:

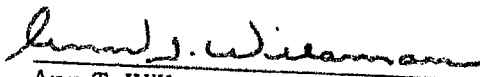
President
Vice President - Finance
Director - Contracts & Compliance
Business Unit General Counsel
Assistant Secretary - Ann T. Willaman

This designation is in lieu of all prior authorizations; however, any and all actions properly taken pursuant to any such prior authorization shall remain valid. This designation shall remain in full force and effect until December 31, 2015, or until notice to the contrary is given to any other person relying upon its terms.

IN WITNESS WHEREOF, we have hereunto set our hands in the capacities specified and caused the Corporate Seal of TEXTRON INC. to be affixed as of the 1st day of January, 2015.

CORPORATE SEAL


Elizabeth C. Perkins
Vice President and Deputy
General Counsel


Ann T. Willaman
Assistant Secretary

AMENDMENT No. 1

DATED: April 21, 2015

Palm Beach County Purchasing Department
50 South Military Trail, Suite 110, West Palm Beach, FL 33415

RFP No. 15-037R/LJ

Title: Lease/Purchase Golf Carts

Request for Proposal Due Date: May 11, 2015

This Amendment is issued to provide additional information and clarification to the RFP document:

A. Proposers are advised of the following change to the RFP:

- 1 Section 4.1, PURPOSE OF THE PROJECT, delete the second paragraph in its entirety and replace with the following:

The CONTRACTOR shall complete all tasks for the delivery of approximately four hundred ten (410) fleet golf carts and replacement parts, trade in of approximately three hundred fifty-one (351) 2010 fleet carts, and provide warranty and non warranty services to:

1. Okeethee Golf Course, 7715 Forest Hill Blvd., West Palm Beach, FL 33413 (120 carts)
2. Osprey Point Golf Course, 12551 Glades Rd., Boca Raton, FL 33498 (130 carts)
3. Southwinds Golf Course, 19557 Lyons Rd., Boca Raton, FL 33498 (80 carts)
4. Park Ridge Golf Course, 9011 West Lantana Rd., Lantana, FL 33467 (80 carts)

All changes addressed in this Amendment No. 1 shall be incorporated into RFP No. 15-037R/LJ and the final contract. All other terms and conditions of the RFP remain the same and unchanged.

NOTE: Please acknowledge receipt of this Amendment No. 1 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.

Donna Pagel, Purchasing Manager

ACKNOWLEDGMENT:

COMPANY NAME

SIGNATURE

DATE

AMENDMENT No. 2

DATED: April 30, 2015

Palm Beach County Purchasing Department
50 South Military Trail, Suite 110, West Palm Beach, FL 33415

RFP No. 15-037R/LJ

Title: Lease/Purchase Golf Carts

Request for Proposal Due Date: May 11, 2015

This Amendment is issued to provide additional information and clarification to the RFP document:

A. **Proposers are advised of the following changes to the RFP:**

- 1 Section 2.17 EVALUATION CRITERIA, item 6. Business Location is revised to add Local Preference to the title so that it now reads:

"6. Business Location/Local Preference."

2. Section 3, PROPOSAL REQUIREMENTS, is revised as follows:

- a. Section 3.4 BUSINESS LOCATION, delete the Section in its entirety and replace with the following:

"3.4 BUSINESS LOCATION/LOCAL PREFERENCE

Pursuant to Section 2-80.47 of the Palm Beach County Local Preference Code, unless prohibited by federal, state or local law or where prohibited under the conditions of any grant, the location of a business shall be addressed through the evaluation criteria set forth in this solicitation.

Proposer shall submit at the time of proposal submission the attached "Certification of Business Location" (Appendix D) (the "Certification") together with a valid Business Tax Receipt issued by the Palm Beach County Tax Collector, unless the proposer is exempt from the Business Tax Receipt requirement by law, which will be used to verify that the proposer had a permanent place of business prior to the issuance of this Notice of Solicitation/Request for Proposal. The Palm Beach County Business Tax Receipt and the Certification are the sole determinant of Business Location/Local Preference points. Errors in the completion of the

Certification or failure to submit the completed Certification will cause the proposer to not receive points for Business Location/Local Preference.

Provided a proposer does not qualify to receive an SBE preference, local proposers who submit the Certification together with the required Business Tax Receipt at the time of proposal submission, shall receive five (5) points."

- b. Section 3.3 SERVICE AND WARRANTY INFORMATION, revise the last sentence of the section to read as follows:

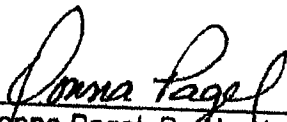
yes "Proposers must indicate their agreement with the warranty requirements outlined in Section 4.3.F in their proposal response."

3. Section 4.4 VEHICLE SPECIFICATION, revise the last sentence of the section to read as follows:

10 Cord "Electric carts only shall be equipped with an automatic charger with a minimum eight (8') foot cord from the AC power supply to the cart charger."

All changes addressed in this Amendment No. 2 shall be incorporated into RFP No. 15-037R/LJ and the final contract. All other terms and conditions of the RFP, except as previously amended, remain the same and unchanged.

NOTE: Please acknowledge receipt of this Amendment No. 2 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.


Donna Pagel, Purchasing Manager

ACKNOWLEDGMENT:

COMPANY NAME

SIGNATURE

DATE

EXHIBIT C
LEASE-PURCHASE AGREEMENT WITH
PNC EQUIPMENT FINANCE, LLC
Contract No. 15-037R/LJ
(24 Pages)

Master Equipment Lease-Purchase Agreement
(Florida)

ATTACHMENT 2

Dated as of August 17, 2015

This Master Equipment Lease-Purchase Agreement (this "*Master Lease*") is made and entered into by and between PNC Equipment Finance, LLC ("*Lessor*") and the Lessee identified below ("*Lessee*").

Lessee: Palm Beach County, Florida

1. LEASE OF EQUIPMENT.

Subject to the terms and conditions of this Master Lease, Lessor agrees to sell, transfer and lease to Lessee, and Lessee agrees to acquire, purchase and lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor. Each Schedule signed and delivered by Lessor and Lessee pursuant to this Master Lease shall constitute a separate and independent lease and installment purchase of the Equipment therein described. This Master Lease is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Master Lease shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enter into any proposed Lease shall be a decision solely within their respective discretion.

2. CERTAIN DEFINITIONS.

All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "*Equipment*" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (b) "*Lease*" means each Schedule and the terms and conditions of this Master Lease incorporated therein. (c) "*Lien*" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person. (d) "*Schedule*" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. "*Tax-Exempt Lease*" means a Lease for which the interest component of Rent Payments is excludible from gross income of the owner or owners thereof for federal income tax purposes.

3. LEASE TERM.

The term of each Lease ("*Lease Term*") commences on, and interest accrues from, the date identified in the related Schedule as the Commencement Date and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under such Lease.

4. RENT PAYMENTS.

4.1. For each Lease, Lessee agrees to pay to Lessor the rent payments ("*Rent Payments*") in the amounts and on the dates set forth in the *Payment Schedule A-1* attached to the Schedule (a "*Payment Schedule*"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the applicable Payment Schedule. Rent Payments under each Lease are payable out of the general and other

funds of Lessee that are legally available therefor ("*Legally Available Funds*"), including solely from funds arising from sources other than ad valorem taxation to the extent required by Section 125.031, Florida Statutes, as amended.* Rent Payments under each Lease are payable in U.S. dollars, without notice or demand, at the office of Lessor identified below (or such other place as Lessor may designate from time to time in writing).

4.2. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF, LESSEE'S OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER, INCLUDING (WITHOUT LIMITATION) BY REASON OF EQUIPMENT FAILURE, DISPUTES WITH THE VENDOR(S) OR MANUFACTURER(S) OF THE EQUIPMENT OR LESSOR, ACCIDENT OR ANY UNFORESEEN CIRCUMSTANCES.

4.3. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent Payments under each Lease 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 limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained in any Lease constitute a pledge of the full faith and credit or taxing power of Lessee. Lessee has not pledged its faith and credit or its taxing power to pay Rent Payments or other amounts under any Lease. Neither Lessor nor any assignee may compel the levy of any ad valorem taxes by Lessee to pay Rent Payments or any other amounts due under any Lease.

4.4. If Lessor receives any Rent Payment from Lessee after its due date, Lessee shall pay Lessor on demand from Legally Available Funds as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1. Lessee shall, at its sole expense, arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("*Location*") by Equipment suppliers ("*Suppliers*") selected by Lessee.

5.2. Lessee shall accept Equipment for purposes of the related Lease as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will (a) pay or cause to be paid the costs to acquire and install the Equipment as stated in the Schedule ("*Purchase Price*") to the applicable Supplier or (b) reimburse Lessee for all or any portion of the Purchase Price to the extent previously paid by Lessee, in either case as Lessee shall direct.

5.3. Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("*Funding Conditions*") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered to Lessor the Schedule and its related Payment Schedule; (b) no Event of Default or Non-Appropriation Event shall have occurred and be continuing under any Lease; (c) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (d) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (e) all representations of Lessee in the Lease remain true, accurate and complete; (f) the amount (if any) that Lessor may require in advance that Lessee apply to the payment of Equipment costs; and (g) Lessor has received all of the following documents,

* Limitations of Section 125.031 apply only to Florida counties and only if term of Lease exceeds 60 months.

which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage or self-insurance required by the Lease; (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) to the extent applicable, certificates of title or certificates of origin (or applications therefor) noting Lessor's interest thereon; (5) real property waivers as Lessor may deem necessary; (6) copies of resolutions by Lessee's governing body, duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (7) for a Tax-Exempt Lease only, such documents and certificates as Lessor may request relating to federal tax-exemption of interest payable under such Lease, including (without limitation) IRS Form 8038-G or 8038-GC and evidence of the adoption of a reimbursement resolution or other official action in the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty days prior to the date on which the Funding Conditions are satisfied; and (8) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION UPON NON-APPROPRIATION EVENT.

6.1. For each Lease, Lessee represents and warrants that (a) it has appropriated and budgeted Legally Available Funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; (b) it currently intends to make Rent Payments for the full Lease Term as scheduled on the applicable Payment Schedule so long as funds are appropriated for each succeeding fiscal year by its governing body; and (c) during the ten fiscal years prior to the date of the applicable Lease, its governing body has not failed (for whatever reason) to appropriate amounts sufficient to pay its obligations that are subject to annual appropriation. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor.

6.2. Lessee, being a state or political subdivision thereof, is dependent upon receiving continued appropriations or other Legally Available Funds to continue a Lease for its Lease Term. Notwithstanding any provision to the contrary in this Master Lease, Lessee may terminate a Lease at the end of any fiscal period of Lessee as identified in the applicable Schedule (a "*Fiscal Period*") if sufficient funds are not appropriated by Lessee's governing body to pay Rent Payments and other amounts due under such Lease during the next succeeding Fiscal Period (a "*Non-Appropriation Event*"). Lessee shall notify Lessor immediately of the occurrence of a Non-Appropriation Event under any Lease. In the event of such termination, Lessor may request by written notice that Lessee promptly deliver the Equipment under the affected Lease to Lessor or its assignee. In the event that Lessee agrees to deliver the Equipment to Lessor, Lessee hereby agrees to transfer title to and deliver possession of the Equipment in accordance with Section 21 of this Master Lease. In the event that Lessee does not return the Equipment to Lessor, Lessor may proceed by appropriate court action or actions, either at law or in equity, to recover damages.

7. NO WARRANTY BY LESSOR.

LESSEE ACQUIRES AND LEASES THE EQUIPMENT UNDER EACH LEASE "AS IS." LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT UNDER ANY LEASE. LESSOR DOES NOT REPRESENT THE MANUFACTURER, SUPPLIER, OWNER OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT UNDER ANY LEASE. NEITHER THE

MANUFACTURER, SUPPLIER OR DEALER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE MANUFACTURER, SUPPLIER OR DEALER IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term under each Lease, Lessor assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE TO EQUIPMENT; NO SECURITY INTEREST.

8.1. Upon Lessee's acceptance of any Equipment under a Lease, title to such Equipment shall vest in Lessee, subject to Lessor's rights under such Lease; *provided, however*, that Lessor shall have no security interest therein. Notwithstanding the obligations of Lessee to pay Rent Payments under a Lease, no Lease shall result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment, and Lessor shall have no right to involuntarily dispossess Lessee of the use and enjoyment of or title to the Equipment.

9. PERSONAL PROPERTY.

All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION.

Lessee shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; (b) use and operate all Equipment solely for the purpose of performing one or more governmental functions of Lessee and in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("*Improvements*") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION.

Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld.

Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1. Lessee shall keep all Equipment free and clear of all Liens. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2. Lessee shall pay when due all Taxes that may now or hereafter be imposed upon: any Equipment or its ownership, leasing, rental, sale, purchase, possession or use; any Lease or any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1. Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("*Casualty Loss*"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2. If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3. If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("*Lost Equipment*"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease, or (b) on the next scheduled Rent Payment due date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date, plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4. To the extent permitted by State law, including (without limitation) the provisions of Section 768.28, Florida Statutes, as amended, Lessee shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof (together, "*Claims*"). These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any Claims that arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or that arise directly from the gross negligence

or willful misconduct of Lessor. Notwithstanding anything to the contrary, any additional amount payable by Lessee pursuant to this Section 13.4 shall be payable solely from Legally Available Funds.

14. INSURANCE.

14.1. (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever (including collision in the case of vehicles) for an amount not less than the Termination Value of the Equipment under each Lease. Lessor shall be named as loss payee with respect to all insurance covering damage to or loss of any Equipment, and the proceeds of any such insurance shall be payable to Lessor as loss payee to be applied as provided in Section 13.3. (b) The Total Amount Financed as set forth on the applicable Payment Schedule does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Lessor shall be named as additional insured with respect to all such public liability and property damage insurance, and the proceeds of any such insurance shall be payable first to Lessor as additional insured to the extent of its liability and then to Lessee.

14.2. All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days' prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

14.3. If Lessee is self-insured under an actuarially sound self-insurance program that is acceptable to Lessor with respect to equipment such as the Equipment under a Lease, Lessee shall maintain during the Lease Term of such Lease such actuarially sound self-insurance program and shall provide evidence thereof in form and substance satisfactory to Lessor.

15. PURCHASE OPTION.

Upon 30 days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment subject to a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES.

With respect to each Lease, the Equipment subject thereto, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease has been duly authorized, executed and delivered by Lessee and each constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with their respective terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature that may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986 (the "*Code*") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

17. TAX COVENANTS APPLICABLE ONLY TO TAX-EXEMPT LEASES; TAX INDEMNITY PAYMENTS.

Lessee hereby covenants and agrees that:

(a) The parties anticipate that Lessor can exclude the interest component of the Rent Payments under each Tax-Exempt Lease from federal gross income. Lessee covenants and agrees with respect to each Tax-Exempt Lease that it will (i) complete and timely file an information reporting return with the Internal Revenue Service ("*IRS*") in accordance with Section 149(e) of the Internal Revenue Code of 1986 (the "*Code*"); (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy IRS guidelines for permitted management contracts, as the same may be amended from time to time; and (iii) comply with all provisions and regulations applicable to establishing and maintaining the excludability of the interest component of the Rent Payments under each Tax-Exempt Lease from federal gross income pursuant to Section 103 of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within 30 days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on

Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

18. ASSIGNMENT.

18.1. Lessee shall not sell, assign, transfer, pledge, hypothecate or grant any Lien on, nor otherwise dispose of, any Lease, any Equipment or any interest in any thereof.

18.2. Lessor may assign its rights, title and interest in and to any Lease, or any Equipment, in whole or in part, to any party at any time and from time to time without Lessee's consent. Any such assignee or transferee (an "*Assignee*") shall have all of the rights of Lessor under the applicable Lease. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment that discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code with respect to Tax-Exempt Leases. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3. Subject to the foregoing, each Lease inures to the benefit of and is binding upon the successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT.

For each Lease, "*Event of Default*" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten days after the due date thereof other than as a result of a Non-Appropriation Event under Section 6.2 hereof; (b) Lessee fails to perform or observe any of its obligations under Section 6.2, 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within 30 days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency, moratorium or similar law; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. REMEDIES.

If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the Fiscal Period in effect when the default occurs together with accrued interest on such amounts at the respective rates provided in such Leases from the date of Lessor's demand for such payment;

(b) Lessor may request by written notice that Lessee promptly deliver the Equipment under all Leases to Lessor or its assignee; but Lessor waives and releases any right that it may have at law or in equity to specific or compulsory performance of the agreement (if any) of Lessee to return the Equipment to Lessor;

(c) If Lessee returns any Equipment to Lessor under clause (b) of this Section 20, then Lessor agrees to use commercially reasonable efforts under then current circumstances to sell, lease or otherwise dispose of such Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any such Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee up to, but not exceeding, all amounts then currently due under all Leases, plus the Termination Value due under all Leases when the Event of Default occurs plus the expenses set forth in clause (e) of this Section 20, and Lessor shall pay, or cause to be paid, any excess to Lessee;

(d) subject to the provisions of the Leases that restrict Lessor's right to repossess or foreclose on the Equipment, Lessor may exercise any other right, remedy or privilege that may be available to Lessor under applicable law, and Lessor may enforce any of Lessee's obligations under any Lease by appropriate court action at law or in equity; and/or

(e) To the extent not prohibited by State law Lessor may require Lessee to pay (and Lessee agrees that it will pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this Section, including any reasonable attorneys' fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, or as acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy, subject to Legally Available Funds.

21. RETURN OF EQUIPMENT.

In the event that Lessee determines to return the Equipment under a Lease to Lessor or its assignee pursuant to Section 6.2 or 20 of this Master Lease, Lessee agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and, at Lessor's option, (a) surrendering the Equipment to Lessor at the Equipment Location specified in the related Lease, or (b) loading the Equipment on board such carrier as Lessor shall specify and

shipping the same, freight collect, to Lessor at the place designated by Lessor. In the event of any such delivery of the Equipment to Lessor, Lessee shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Lessor, free and clear of all liens to which the Equipment has become subject.

Upon such delivery of the Equipment to Lessor, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (i) repair or restore such Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Lessor (or to a location identified in a written notice to Lessee) or (ii) pay to Lessor the actual cost of such repair, restoration and return, subject to Legally Available Funds.

There is no intent to create under any provision of this Master Lease a right in Lessor to involuntarily dispossess Lessee of the legal title to or the use of the Equipment under a Lease. Lessor hereby irrevocably waives any right to specific performance of any covenant of Lessee to transfer legal title to and return possession of the Equipment.

22. LAW GOVERNING.

Each Lease shall be governed by the laws of the State of Florida.

23. NOTICES.

All notices to be given under any Lease shall be made in writing and either personally delivered or 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 notices shall be deemed to have been received 5 days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. FINANCIAL INFORMATION.

WITHIN 30 DAYS AFTER THEIR COMPLETION FOR EACH FISCAL PERIOD OF LESSEE DURING ANY LEASE TERM, LESSEE WILL DELIVER TO LESSOR UPON LESSOR'S REQUEST THE PUBLICLY AVAILABLE ANNUAL FINANCIAL INFORMATION OF LESSEE.

25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE.

Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and

(d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

26. USA PATRIOT ACT NOTICE.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

27. SECTION HEADINGS.

All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

28. EXECUTION IN COUNTERPARTS.

This Master Lease and each Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument; *provided, however*, that only Counterpart No. 1 of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

29. ENTIRE AGREEMENT; WRITTEN AMENDMENTS.

Each Lease and other documents or instruments executed by Lessee and Lessor in connection therewith constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

30. HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION.

(a) If the equipment leased pursuant to the Lease is a tractor, the Lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with Sections 95300-95312, Title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.

(b) If the equipment leased pursuant to the Lease is a trailer, the Lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with Sections 95300-95312, Title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency SmartWay Verified Technologies prior to current or future use in California.

(c) Notwithstanding anything in the Lease to the contrary, the Lease does not prohibit the Lessee from modifying the trailer, at Lessee's cost, to be compliant with the requirements of the California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation.

31. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

WITNESS:

Courtney Goodman
Signature

Courtney Goodman
Name (type or print)

Beth Sandusky
Signature

Beth Sandusky
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By Eri Cell
Department Director

PALM BEACH COUNTY, Florida
BOARD OF COUNTY COMMISSIONERS
as Lessee:

By: _____
Mayor, Shelley Vana

50 South Military Trail
West Palm Beach, FL 33415

PNC Equipment Finance, LLC,
as Lessor:

Company Name
Molly Williams
Signature

Molly Williams
Typed Name
AVP

Title

995 Dalton Ave.
Cincinnati, OH 45203

LEASE SCHEDULE A (TAX-EXEMPT) NO. 192376000

Dated as of August 17, 2015 this Lease Schedule No. 192376000, (this "*Schedule*") relates to the Master Equipment Lease-Purchase Agreement referenced below and, together with the terms and conditions of the Master Lease incorporated herein by reference, constitutes a Lease. Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference.

Master Equipment Lease-Purchase Agreement dated August 17, 2015.

1. *Equipment Description.* As used in the Lease, "*Equipment*" means all of the property described in the Payment Schedule attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. *Rent Payments; Lease Term.* The Rent Payments to be paid by Lessee to Lessor, the Commencement Date of this Lease and the Lease Term of this Lease are set forth on the Payment Schedule attached to this Schedule.
3. *Essential Use; Current Intent of Lessee.* Lessee represents that (a) the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority and will not be used in a trade or business of any person or entity, and (c) the useful life of the Equipment is not less than the stated full Lease Term of this Lease. Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rent Payments so long as funds are appropriated by its governing body for the succeeding fiscal year.
4. *ACCEPTANCE OF EQUIPMENT.* AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (c) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (d) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.
5. *Re-Affirmation of the Master Lease Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Lease (particularly Sections 6.1 and 16 thereof) are true and correct as though made on the date of execution of this Schedule.

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY, Florida
BOARD OF COUNTY COMMISSIONERS
as Lessee:

By: _____
Deputy Clerk

By: _____
Mayor, Shelley Vana

WITNESS:

PNC Equipment Finance, LLC,
as Lessor:

Courtney Goodman
Signature

Courtney Goodman
Name (type or print)

Beth Sandusky
Signature

Beth Sandusky
Name (type or print)

Company Name
Molly Williams
Signature

Molly Williams
Typed Name

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By Eric Cell
Department Director

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

Payment Schedule A-1

Attached to and made a part of that certain Lease Schedule No. 192376000 dated as of August 17, 2015 by and between PNC Equipment Finance, LLC as Lessor, and Palm Beach County, Florida, as lessee.

Commencement Date: _____

Lease Term: 48 Months

1. EQUIPMENT LOCATION & DESCRIPTION:

Quantity	Description
130	2016 EZGO TXT 48V Electric Golf Cars – Osprey Point Golf Course
120	2016 EZGO TXT 48V Electric Golf Cars – Okeethee Golf Course
80	2016 EZGO TXT 48V Electric Golf Cars – Southwinds Golf Course
80	2016 EZGO TXT Gas Golf Cars – Park Ridge Golf Course
Together with all attachments, tooling, accessories, appurtenances, and additions thereto.	

2. LEASE PAYMENT SCHEDULE:

(a) Total Amount Financed: \$964,940.00

(b) Payment Schedule:

Payment Number	Payment Date	Rent Payment	Interest Component	Principal Component	Termination Amount*
1		\$ 21,138.20	\$ 1,993.22	\$ 19,144.98	\$ 974,242.62
2		\$ 21,138.20	\$ 1,953.67	\$ 19,184.53	\$ 954,482.55
3		\$ 21,138.20	\$ 1,914.05	\$ 19,224.15	\$ 934,681.68
4		\$ 21,138.20	\$ 1,874.34	\$ 19,263.86	\$ 914,839.90
5		\$ 21,138.20	\$ 1,834.55	\$ 19,303.65	\$ 894,957.14
6		\$ 21,138.20	\$ 1,794.68	\$ 19,343.52	\$ 875,033.32
7		\$ 21,138.20	\$ 1,754.73	\$ 19,383.47	\$ 855,068.34
8		\$ 21,138.20	\$ 1,714.69	\$ 19,423.51	\$ 835,062.13
9		\$ 21,138.20	\$ 1,674.57	\$ 19,463.63	\$ 815,014.59
10		\$ 21,138.20	\$ 1,634.37	\$ 19,503.83	\$ 794,925.64

11		\$ 21,138.20	\$ 1,594.08	\$ 19,544.12	\$ 774,795.20
12		\$ 21,138.20	\$ 1,553.72	\$ 19,584.48	\$ 754,623.19
13		\$ 21,138.20	\$ 1,513.26	\$ 19,624.94	\$ 734,409.50
14		\$ 21,138.20	\$ 1,472.73	\$ 19,665.47	\$ 714,154.06
15		\$ 21,138.20	\$ 1,432.11	\$ 19,706.09	\$ 693,856.79
16		\$ 21,138.20	\$ 1,391.41	\$ 19,746.79	\$ 673,517.60
17		\$ 21,138.20	\$ 1,350.62	\$ 19,787.58	\$ 653,136.39
18		\$ 21,138.20	\$ 1,309.75	\$ 19,828.45	\$ 632,713.09
19		\$ 21,138.20	\$ 1,268.79	\$ 19,869.41	\$ 612,247.59
20		\$ 21,138.20	\$ 1,227.75	\$ 19,910.45	\$ 591,739.83
21		\$ 21,138.20	\$ 1,186.63	\$ 19,951.57	\$ 571,189.71
22		\$ 21,138.20	\$ 1,145.42	\$ 19,992.78	\$ 550,597.15
23		\$ 21,138.20	\$ 1,104.13	\$ 20,034.07	\$ 529,962.06
24		\$ 21,138.20	\$ 1,062.75	\$ 20,075.45	\$ 509,284.34
25		\$ 21,138.20	\$ 1,021.28	\$ 20,116.92	\$ 488,563.92
26		\$ 21,138.20	\$ 979.73	\$ 20,158.47	\$ 467,800.69
27		\$ 21,138.20	\$ 938.09	\$ 20,200.11	\$ 446,994.58
28		\$ 21,138.20	\$ 896.37	\$ 20,241.83	\$ 426,145.49
29		\$ 21,138.20	\$ 854.56	\$ 20,283.64	\$ 405,253.35
30		\$ 21,138.20	\$ 812.66	\$ 20,325.54	\$ 384,318.04
31		\$ 21,138.20	\$ 770.68	\$ 20,367.52	\$ 363,339.49
32		\$ 21,138.20	\$ 728.61	\$ 20,409.59	\$ 342,317.62
33		\$ 21,138.20	\$ 686.46	\$ 20,451.74	\$ 321,252.32
34		\$ 21,138.20	\$ 644.21	\$ 20,493.99	\$ 300,143.51
35		\$ 21,138.20	\$ 601.88	\$ 20,536.32	\$ 278,991.10
36		\$ 21,138.20	\$ 559.47	\$ 20,578.73	\$ 257,795.01
37		\$ 21,138.20	\$ 516.96	\$ 20,621.24	\$ 236,555.14
38		\$ 21,138.20	\$ 474.37	\$ 20,663.83	\$ 215,271.39
39		\$ 21,138.20	\$ 431.69	\$ 20,706.51	\$ 193,943.69
40		\$ 21,138.20	\$ 388.92	\$ 20,749.28	\$ 172,571.93
41		\$ 21,138.20	\$ 346.06	\$ 20,792.14	\$ 151,156.02
42		\$ 21,138.20	\$ 303.12	\$ 20,835.08	\$ 129,695.89
43		\$ 21,138.20	\$ 260.08	\$ 20,878.12	\$ 108,191.43
44		\$ 21,138.20	\$ 216.96	\$ 20,921.24	\$ 86,642.55
45		\$ 21,138.20	\$ 173.75	\$ 20,964.45	\$ 65,049.17
46		\$ 21,138.20	\$ 130.44	\$ 21,007.76	\$ 43,411.17
47		\$ 21,138.20	\$ 87.05	\$ 21,051.15	\$ 21,728.49
48		\$ 21,138.20	\$ 43.57	\$ 21,094.63	\$ 1.00

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY, Florida
BOARD OF COUNTY COMMISSIONERS
as Lessee:

By: _____
Deputy Clerk

By: _____
Mayor, Shelley Vana

WITNESS:

PNC Equipment Finance, LLC,
as Lessor:

Courtney Goodman
Signature
Courtney Goodman
Name (type or print)
Beth Sandusky
Signature
Beth Sandusky
Name (type or print)

Company Name
Molly Williams
Signature
Molly Williams
Typed Name
AVP

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By Kevin Cole
Department Director

CERTIFICATE OF INCUMBENCY

I, the undersigned, do hereby certify that I am a duly appointed and acting Assistant County Attorney II of Palm Beach County, Florida ("*Lessee*"), a political subdivision duly organized and existing under the laws of the State of Florida, that I have the title stated below, and that, as of the date hereof, the individual named below is the duly elected or appointed officer of Lessee holding the office set forth opposite their respective name and is authorized on behalf of Lessee to enter into that certain Master Equipment Lease-Purchase Agreement dated August 17, 2015 (the "*Master Lease*") and separate Lease Schedules relating thereto from time to time as provided in the Master Lease (collectively, the "*Schedules*"), each between Lessee and PNC Equipment Finance, LLC as lessor.

Shelley Vana

Mayor

Signature

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of Lessee on this _____ day of _____, 2015.

LESSEE: Palm Beach County, Florida

(Assistant County Attorney II)

Print Name: Anne Helfant

Official Title: Assistant County Attorney II, Palm Beach County
(other than the person signing the documents)

[SEAL]



September 1, 2015

Denise M. Nieman
County Attorney

P.O. Box 1989
West Palm Beach, FL 33402-1989
(561) 355-2225
FAX: (561) 355-4398
www.pbcgov.com

PNC Equipment Finance, LLC
995 Dalton Avenue
Cincinnati, Ohio 45203

Re: Master Equipment Lease Purchase Agreement
Dated September 1, 2015 and Lease Schedules Thereto

Ladies and Gentlemen:

As counsel for Lessee Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, I have examined the Master Equipment Lease-Purchase Agreement duly executed by Lessee and dated September 1, 2015 (the "*Master Lease*"), which has been incorporated by reference into Lease Schedule No. 393700002 dated September 1, 2015 (the "*Original Lease Schedule*"), each between Lessee and PNC Equipment Finance, LLC as lessor ("Lessor"), the *Schedule A-1* attached to the Original Lease Schedule (the "*Original Payment Schedule*") and the proceedings taken by the governing body of Lessee to authorize on behalf of Lessee the execution and delivery of the Master Lease, the Original Lease Schedule, the Original Payment Schedule and all additional lease schedules and related payment schedules to be entered into pursuant to the Master Lease (each of which is herein referred to as an "*Additional Lease Schedule*") and to be executed and delivered by the same authorized officers on behalf of Lessee in substantially the same manner and in substantially the same form as the Original Lease Schedule. The Original Lease Schedule, which incorporates by reference the terms and conditions of the Master Lease, and the related Original Payment Schedule are herein collectively referred to as the "*Lease*". Any Additional Lease Schedule, which incorporates by reference the terms and conditions of the Master Lease, and the related payment schedule are herein collectively referred to as an "*Additional Lease*."

Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is duly organized and legally existing as a political subdivision, municipal corporation or similar public entity under the Constitution and laws of the State of Florida with full power and authority to enter into, and perform its obligations under, the Lease and each Additional Lease.

"An Equal Opportunity
Affirmative Action Employer"

printed on recycled paper

2. The Lease and each Additional Lease have been duly authorized and have been or, with respect to each Additional Lease, will be, duly executed and delivered by Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease constitutes, and each Additional Lease will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

3. Lessee has complied with any applicable property acquisition laws and public bidding requirements in connection with the Lease, each Additional Lease and the transactions contemplated thereby.

4. To the best of my knowledge, there is no litigation or proceeding pending or threatened before any court, administrative agency or governmental body that challenges: the organization or existence of Lessee, the authority of its officers; the proper authorization, approval and execution of the Lease, any Additional Lease or any documents relating thereto; the appropriation of monies to make payments under the Lease or any Additional Lease; or the ability of Lessee otherwise to perform its obligations under the Lease or any Additional Lease and the transactions contemplated thereby.

5. The Original Lease Schedule, the Additional Lease Schedules and certain other matters were adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.

6. The entering into and performance of the Lease and each Additional Lease do not and will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment (as such term is defined in the Master Lease) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound.

This opinion may be relied upon by purchasers and assignees of Lessor's interests in the Lease and each Additional Lease.

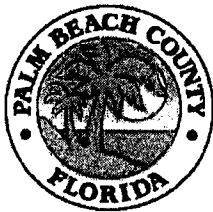
Sincerely,



Dawn S. Wynn

Senior Assistant County Attorney

DSW/ly



Risk Management Department
100 Australian Avenue, Suite 200
West Palm Beach, FL 33406
(561) 233-5400
Fax: (561) 233-5420
www.pbcgov.com

**Palm Beach County
Board of County
Commissioners**

Shelley Vana, Mayor

Mary Lou Berger, Vice Mayor

Hal R. Valeche

Paulette Burdick

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

To: PNC Equipment Finance, LLC
995 Dalton Avenue
Cincinnati, OH 45203

From: Scott Marting, ARM, CSP *SM*
Property and Liability
Insurance and Claims Manager
Palm Beach County Risk Management

Re: Master Equipment Lease-Purchase Agreement 15-037R/LJ

In accordance with the above referenced Lease-Purchase Agreement, as Lessee, Palm Beach County is required to maintain certain insurance policies with respect to the Equipment contained in the Agreement.

Attached you will find two documents related to our insurance program:

- 1.) A Certificate of Insurance for Liability - Palm Beach County is protected by Florida Statute 768.28 which limits our liability to \$200,000 per claim / \$300,000 per occurrence. The County chooses to self insure these amounts in lieu of purchasing coverage from a commercial insurance carrier. NOTE: The protection offered under FS 768.28 is non-transferable. As a result, we are unable to indemnify or name another party as an additional insured.
- 2.) A Certificate of Insurance for Property - Palm Beach County carries a primary limit of liability for property coverage in the amount of \$25,000,000 with a sublimit of \$1,000,000 for mobile equipment subject to a self insured retention of \$1,000,000.

Please feel free to contact me should you have any questions or require further assistance.



PALM BEACH COUNTY
CERTIFICATE OF SELF INSURANCE COVERAGE
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

Date Issued
July 9, 2015

INSURED:
PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, ITS
EMPLOYEES, AGENTS AND OFFICIALS

SELF INSURED ACCOUNT NO. 103
ADMINISTERED BY:
Gallagher Bassett Insurance Services, Inc.

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend, nor alter the coverages or defense afforded by the self-insurance plans below.

Type of Coverage	Effective Date	Expiration Date	Limits of Liability - in Thousands
<u>GENERAL LIABILITY</u> (X) Comprehensive (X) Premises/Operations (X) Products/Completed Operations (X) Contractual (X) Independent Contractors (X) Broad Form Property Damage (X) Personal Injury (X) Errors & Omissions	11/1/90	Until canceled or revoked	Bodily Injury, Property Damage Personal Injury Combined \$200 per Claimant \$300 per Occurrence Self-Insured in accordance with S.768.28 F.S.
<u>AUTOMOBILE LIABILITY</u> (X) Any Auto () All Owned Autos (Please list Private Passenger Autos) () All Owned Autos (Other than Private Passenger) (X) Hired Autos (X) Non Owned Autos	11/1/90	Until canceled or revoked	Bodily Injury Property Damage Combined \$200 per Claimant \$300 per Occurrence Self-Insured in accordance with S.768.28 F.S.
<u>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</u>	1/1/99	Until canceled or revoked	WC Statutory Limits - Florida Self-Insured in accordance with S.440 F.S.
<u>BLANKET DISHONESTY BOND</u> (Including faithful performance, money & securities & depositors forgery)	11/1/90	Until canceled or revoked	\$25 Per Occurrence Self-Insured in accordance with S.768.28 F.S.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL/ITEMS:
Re: All Operations of the Palm Beach County Board of County Commissioners

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the issuing County will endeavor to mail 10 days written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the County, its agents, or representatives.

CERTIFICATE HOLDER
PNC Equipment Finance
995 Dalton Avenue
Cincinnati, OH 45203
Information Purposes Only

Nancy L. Bolton
NANCY L. BOLTON, DIRECTOR



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
7/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2255 Glades Road, Suite #200E Boca Raton FL 33431	CONTACT NAME: PHONE (A/C, No, Ext): 561-995-6706 FAX (A/C, No): 561-995-6708 E-MAIL ADDRESS: PRODUCER CUSTOMER ID: PALMBEA-12
INSURED Palm Beach County BOCC County Commissioners 100 Australian Avenue Suite 200 West Palm Beach FL 33406	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company 19437 INSURER B: Westchester Surplus Lines Insurance 10172 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 1868394367 REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Palm Beach County Agreement 15-037R/LJ
Purchase Golf Carts

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY		LIMITS
A B	<input checked="" type="checkbox"/>	PROPERTY	017728039	4/1/2015	4/1/2016	<input checked="" type="checkbox"/>	BUILDING	\$See Below
		CAUSES OF LOSS	D37385372005	4/1/2015	4/1/2016	<input checked="" type="checkbox"/>	PERSONAL PROPERTY	\$See Below
		<input type="checkbox"/> BASIC					BUSINESS INCOME	\$
		<input type="checkbox"/> BROAD					EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/>	SPECIAL					RENTAL VALUE	\$
		EARTHQUAKE					BLANKET BUILDING	\$
		WIND					BLANKET PERS PROP	\$
		FLOOD					BLANKET BLDG & PP	\$
	<input checked="" type="checkbox"/>	Deductible	SeeAttached			<input checked="" type="checkbox"/>	Mobile Equip.	\$1,000,000
								\$
	<input type="checkbox"/>	INLAND MARINE	TYPE OF POLICY					\$
		CAUSES OF LOSS	POLICY NUMBER					\$
	<input type="checkbox"/>	NAMED PERILS						\$
								\$
	<input type="checkbox"/>	CRIME						\$
		TYPE OF POLICY						\$
								\$
	<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN						\$
								\$
								\$
								\$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Primary Limit of Liability-\$25,000,000. Mobile Equipment \$1,000,000 Sublimit is included not in addition to the Limit of Liability

CERTIFICATE HOLDER	CANCELLATION
For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: na

LOC #: na



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Palm Beach County BOCC County Commissioners 100 Australian Avenue Suite 200 West Palm Beach FL 33406	
POLICY NUMBER 017728039		EFFECTIVE DATE: 4/1/2015	
CARRIER Lexington Insurance Company	NAIC CODE 19437		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 24 FORM TITLE: Certificate of Property Insurance

Deductibles:

Each claim for loss or damage under this policy shall be subject to a per occurrence deductible amount of \$1,000,000, unless a specific deductible shown below applies:

Earth Movement:

\$1,000,000 per Occurrence

Flood:

\$1,000,000 Per Occurrence, except as follows:

\$500,000 per building in respect of physical damage to buildings and \$500,000 separately in respect of physical damage to building contents for damage as a result of flood for buildings wholly or partially within Special Flood Hazard Areas (SFHA), areas of 100-year flooding, as defined by the Federal Emergency Management Agency (FEMA) subject to a minimum of \$1,000,000 per occurrence

Windstorm or Hail:

\$1,000,000 Per Occurrence, except as follows:

5% of the total insured values for Building(s) and their Contents at the damaged locations separately, and 5% of the total insured values for IOTB (Improvements Other Than Building) at the damaged location separately as result of loss or damage arising out of a Named Storm (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone, Tropical Storm or Tropical Depression) regardless of the number of Coverages, Locations or Perils involved (including but not limited to, all Flood, wind, wind gusts, storm surges, tornados, cyclones, hail or rain) and subject to a minimum deductible of \$1,000,000 any one occurrence.

INFORMATION REQUEST

LESSEE NAME: Palm Beach County, Florida

FEDERAL TAX I.D. # 311288690

BILLING ADDRESS:

Board of County Commissioners
Palm Beach County Finance Dept.

Billing Contact

P.O. Box 4036

Street Address or Post Office Box

West Palm Beach, FL 33402-4036

City, State and Zip

(561) 355-2912

N/A

Phone Number

Fax Number

PHYSICAL ADDRESS (IF DIFFERENT):

301 N. Olive Avenue, 2nd Floor Finance

Street Address or Post Office Box

West Palm Beach, FL 33401

City, State and Zip

Require Board Approval for Payments? ☒ Yes ☐ No

Board Meeting Date? 09/01/15

Require signed vouchers for payments? ☒ Yes ☐ No

We typically mail our invoices 30 days in advance. Taking into account a 7-day mail period, do you foresee any problem that would prevent the payment from being received on or before the due date?

☐ Yes ☒ No

Please list any special instructions below:

Kathleen M. Alexander
8/26/15

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name Palm Beach County, Florida		2 Issuer's employer identification number (EIN) 596000785
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 50 South Military Trail	Room/suite 110	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code West Palm Beach, FL 33415		7 Date of issue
8 Name of issue Lease 192376000		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ► Golf Cars	18	\$964,940.00
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>
If obligations are BANs, check only box 19b		<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box		<input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 964,940.00	\$ NA	4 years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		_____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ▶ _____			
c	Enter the name of the GIC provider ▶ _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b	Enter the date of the master pool obligation ▶ _____			
c	Enter the EIN of the issuer of the master pool obligation ▶ _____			
d	Enter the name of the issuer of the master pool obligation ▶ _____			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b	Name of hedge provider ▶ _____			
c	Type of hedge ▶ _____			
d	Term of hedge ▶ _____			
42	If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b	Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative		Date	Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name		Preparer's signature		Date
					Check <input type="checkbox"/> if self-employed
	Firm's name ▶		Firm's EIN ▶		PTIN
	Firm's address ▶		Phone no.		

FINAL RECEIPT CERTIFICATE

LEASE SCHEDULE NO. 192376000

Dated: August 17, 2015

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in said Lease Schedule, which have been executed and delivered by the undersigned Lessee ("Lessee") and PNC Equipment Finance, LLC ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease Schedule and is hereby made a part of the Lease Schedule. Unless otherwise defined herein, capitalized terms defined herein, capitalized terms defined in the Master Lease or the Lease Schedule shall have the same meaning when used herein.

Notwithstanding anything to the contrary, express or implied, in the Master Lease (including the Schedules attached thereto), Lessee agrees as follows:

1. **ACCEPTANCE OF EQUIPMENT.** AS OF THE ACCEPTANCE DATE STATED BELOW AND AS BETWEEN LESSEE AND LESSOR, LESSEE HEREBY AGREES THAT: (A) LESSEE HAS RECEIVED AND INSPECTED ALL OF THE EQUIPMENT DESCRIBED IN THE LEASE SCHEDULE ("*EQUIPMENT*"); (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATION; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

ACCEPTANCE DATE: _____

2. **RENT PAYMENTS.** LESSEE HEREBY CONFIRMS THAT LESSEE WILL COMMENCE PAYMENT OF THE RENT PAYMENTS FOR THE EQUIPMENT IN THE AMOUNTS SPECIFIED IN LEASE SCHEDULE WITH THE FIRST RENT PAYMENT BEING DUE ON _____.

Palm Beach County, Florida
("Lessee")

By: _____

Title: _____

CERTIFICATE

The undersigned, Thomas Barnhart, Assistant Secretary of PNC Equipment Finance, LLC (the "Company") does hereby certify that the following is a true and correct copy of an excerpt from the Amended and Restated Limited Liability Company Agreement of the Company and further, that the following was duly elected to, and is validly acting in the office listed opposite her name and is authorized to act on behalf of, and in the name of the Company:

Molly Kay Williams

Assistant Vice President

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

ARTICLE 4

OFFICERS

4.9 General Powers of Officers.

- (a) Signatory with Attestation. The President, any Vice President, the Treasurer, the Secretary or any Assistant Secretary and any other officers or agents authorized by the Board of Managers are and each of them acting alone is hereby authorized and empowered:
- (i) To sell, assign and transfer any and all shares of stock, bonds or other personal property standing in the name of the Company or held by the Company either in its own name or in any fiduciary capacity or as agent;
 - (ii) To assign and transfer any and all registered bonds of the United States or its instrumentalities and the bonds of any state, city, county, borough or other municipality and the bonds of any corporation and to execute requests for payment or reissue of any such bonds that may be issued now or hereafter and held by the Company in its own right or in any fiduciary capacity or as agent;
 - (iii) To sell at public or private sale, lease, mortgage or otherwise dispose of, for such price or prices and upon such terms and conditions as may be deemed advisable, any real estate or any interest therein now held or which may be hereafter acquired or held by the Company in its own or in any fiduciary capacity or as agent; and for an on behalf of the Company and as its act and deed to execute and deliver any conveyances of any such real estate, agreements, contracts, bills of sale, assignments of mortgages, judgments, claims, powers of attorney or other instruments which may be necessary in relation to any estate or property, real or personal, standing in the name of this Company in

- (iv) its own right or in any fiduciary capacity or as agent and to acknowledge the same before any person having authority to take such acknowledgments on such instruments to the extent that they may be duly recorded;
 - (v) To receive and receipt for any sums of money or property due or owing to this Company in its own right or in any fiduciary capacity or as agent and to execute any instrument or satisfaction therefor or of any mortgage, judgment or other lien of record in the Office of the Recorder of Deeds, the Prothonotary or similar official in various locations;
 - (vi) To execute and deliver any and all deeds, contracts, agreements, leases, conveyances, bills of sale, petitions, writings, instruments, releases, acquittances and obligations necessary in the exercise of the corporate powers of the corporation.
- (b) Signatures with Attestation. The Treasurer, the Secretary or any Assistant Secretary, and such other officers, employees and agents as the Board of Managers of the Executive Committee may appoint are each hereby authorized and empowered:
- (i) To sign or countersign checks, drafts, acceptances, promissory notes, and correspondence and other papers or documents;
 - (ii) To receive and receipt for any sums of money or property due or owing to this Company in its own right or in any fiduciary capacity or as agent and, either as Attorney-in-Fact for the Company or otherwise, to enter satisfaction therefor or of any mortgage, judgment or other lien in the Office of the Recorder of Deeds or the Prothonotary or similar official in various locations.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and affixed the seal of this Limited Liability Company this 2nd day of September, 2015.


Thomas Barnhart