11	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

9/1/2026

BCC MEETING DATE

TO: **Joy Andrews, County Administrator** **DATE:** **July 14, 2026**

FROM: **Jaime Locklear, Director, Purchasing** **PHONE:** **904 209-0158**

SUBJECT OR TITLE: **Misc. 2991; Lease of E-Z-Go Golf Carts with Chargers & GPS System**

AGENDA TYPE: **Consent Agenda, Contract, Resolution**

BACKGROUND INFORMATION:

St Johns County Golf Club has requested to lease eighty (80) E-Z GO Golf Carts with chargers and GPS systems, and one (1) E-Z GO Utility Cart. Sourcewell has a contract for leasing Golf Carts with Textron E-Z GO LLC. The contract is valid through November 13, 2028. As provided in section 6.2.13 of the Purchasing Policy (Cooperative Procurement / Piggybacking), Purchasing is authorized to utilize cooperative contracts, in lieu of a competitive selection process, where such contract was procured by an entity using a full and open competitive selection process. Sourcewell Contract # 091024-JCS was established using an open competitive selection process. St Johns County is declaring the current Yamaha Fleet of eighty (80) golf carts surplus and utilizing as a trade-in on a new lease program with Textron E-Z-Go carts. The value of the trade-in is $3000.00 per cart for a total of $240,000.00 towards the lease agreement cost of $912,912.48 less the trade-in for a total over 48-months $645,978.72. Staff recommends utilizing the Sourcewell Contract #091024-JCS for the 48-month Golf Cart Lease and trade-in of the eighty Yamaha Golf Carts for a total lease price of $645,978.72.

1. IS FUNDING REQUIRED? Yes **2. IF YES, INDICATE IF BUDGETED.** Yes

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: St. Johns County Golf Course - Lease Debt Service - Lease Interest (1470-1475-57201) St. Johns County Golf Course - Lease Debt Service - Lease Principal (1470-1475-57101)

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2026-________,authorizing the County Administrator, or designee, to piggyback Sourcewell Contract #091024-JCS and to enter into a Misc. 2991; Lease Agreement with Textron E-Z-Go LLC in the amount of $645,978.72 paid monthly $13,457.89, including the current Trade-In value of surplus cart fleet to provide (80) E-Z-Go Golf Carts and one (1) E-Z-Go Utility Cart for the St Johns Golf Club.

For Administration Use Only:
Legal: Jalisa Ferguson 8/18/2026 **OMB: ARM 8/19/2026** **Admin: JDD 8/24/2026**

RESOLUTION NO. 2026 -____________

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ENTER INTO A 48 MONTH LEASE AGREEMENT WITH PNC BANK FOR TEXTRON E-Z-GO LLC. THROUGH THE PIGGYBACK OF THE SOURCEWELL CONTRACT # 0910241-JCS FOR EIGHTY (80) E-Z-GO GOLF CARTS AND ONE (1) UTILITY CART AND TRADE IN THE CURRENT YAMAHA FLEET FOR ST JOHNS GOLF CLUB FOR MISC. 2991.

RECITALS

WHEREAS, the County is requesting to lease eighty (80) E-Z GO Golf Carts with chargers and GPS systems, and one (1) E-Z GO Utility Cart for the St. Johns Golf Club and to declare Eighty (80) Yamaha golf carts as surplus and use as a trade-in towards a new lease agreement.

WHEREAS, as provided in section 6.2.13 of the Purchasing Policy (Cooperative Procurement / Piggybacking), Purchasing is authorized to utilize cooperative contracts, in lieu of a competitive selection process, where such contract was procured by an Entity using a full and open competitive selection process. Sourcewell Contract # 091021-JCS was established using an open competitive selection process; and

WHEREAS, the County finds that trading in current Yamaha fleet for a trade-in value of $240,000.00 and enter into a lease agreement for the new Fleet of E-Z-Go golf carts and GPS units for a total of $645,978.72, paying monthly 48 monthly payments at $13,457.89. The Term allows St Johns County to purchase the carts at the end of Term for $1.00 per cart; and

WHEREAS, the lease payments will be funded by the Golf Course and through appropriate funds included in the approved budget; and

WHEREAS, the County finds that entering into a lease agreement for the Golf Carts services serves a public purpose and the contract will be in substantial conformance with the attached draft.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to piggyback Sourcewell Contract #091024-JCS and to enter into a Lease Agreement with PNC Bank through Textron E-Z-Go LLC in the amount of $645,978.72 paid monthly $13,457.89, including the current Trade-In value of surplus cart fleet to provide (80) E-Z-Go Golf Carts and one (1) E-Z-Go Utility Cart for the St Johns Golf Club fro Misc. 2991.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute and lease agreement with PNC bank through Textron E-Z-Go LLC for a 48-month lease in substantially the same form and format as attached draft.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this ____ day of __________________, 2026.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

By: __________________________________
Clay Murphy, Chair

By: ____________________________________
Deputy Clerk

Dated as of July 24, 2026

Lease Number 99012535-1

St. Johns County Board of County Commissioners
500 San Sebastian View
St. Augustine, FL 32084

Dear Customer:

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- FL State Additional Provisions Rider: Please print your name, title, date and sign the bottom of the form.
- Lease – Purchase Agreement – Please have the Authorized Signor execute the documents and print their title, name and date.
- Resolution & Certificate of Incumbency – List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.
- Opinion of Counsel – Please have your attorney sign this form.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- Notification of Tax Treatment Form: Please check off your company's tax exemption status claim for this transaction. Please print your name, title, date and sign the bottom of the form.
- ACH: Please complete and sign this form and return back to us along with a copy of your company's voided check or a letter from your bank if you wish to set up automatic payments.
- Above documentation can be emailed to SMEDocs@leaserv.com.

Thank you for choosing PNC Bank, National Association for your financing needs. We appreciate your business. If I can be of assistance, please contact me at SMEDocs@leaserv.com or kkurtz@pnc.com.

If you have questions or need information on your contract in the future, you can call our customer service team at 800-559-2755 or email them at *customercare@leaserv.com*.

Sincerely,

Kate Kurtz
Lending Transaction Specialist

PNC Additional State Provisions Rider

This Rider is executed and delivered by the undersigned Lessor and the undersigned Lessee regarding the Lease Agreement No 99012535-1 ("Lease").

If the Lessee is a state government agency or political subdivision of a state listed below, the additional provisions listed below for the respective state apply to the Lease as provided for below:

State	Additional Provisions
Florida	Notwithstanding anything contained in the Lease, the Lessor shall not have title to the Equipment as owner nor be granted a security interest to the extent such a grant or holding title violates Florida law. In addition, any insurance provisions naming Lessor as lender loss payee, loss payee, and/or additional insured shall not be applicable.
Georgia	Notwithstanding anything to the contrary contained in the Lease, the Lease Term commences on, and interest accrues from, the date this Lease is executed by you as set forth on your signature line below, and in accordance with applicable Georgia law, the initial term shall continue in effect until midnight on December 31 of the calendar year in which this Lease is executed. The Lease Term shall automatically renew for each succeeding calendar year for the remaining period of the stated Lease Term, unless you give notice to us by December 1 of a calendar year stating your intention not to renew this Lease for the period after December 31 of such calendar year. If you deliver such notice of nonrenewal of the Lease Term, this Lease shall terminate absolutely and without further obligation on your part, including any obligation to pay Rent payments for the period after termination, at the end of such calendar year. In the event that your governing body does not approve an appropriation of funds at any time during the Lease Term for the payment of Rent payments and other amounts (if any) due and to become due for the succeeding fiscal year during the Lease Term for the Equipment subject to this Lease, you shall have the right to return such Equipment in accordance with the terms hereof, and terminate this Lease on the last day of the fiscal year for which sufficient appropriations were received without penalty or expense to you, except as to the portion of Rent payments for which funds shall have been appropriated and budgeted. At least 15 days prior to the end of your fiscal year in which your governing body shall not have approved an appropriation of funds for the succeeding fiscal year, your chief finance or budgetary official shall certify in writing to us that funds have not been appropriated for the succeeding fiscal year. In addition, Lessee hereby agrees to complete, execute and deliver to Lessor with respect to the Lease, on the date of its execution and delivery, a Certificate of Compliance with Georgia Law in substantially the form attached to this Rider as the "Georgia Exhibit".
Kansas	Lessee hereby agrees to complete, execute and deliver to Lessor with respect to the Lease, on the date of its execution and delivery, a Certificate of Compliance with Kansas Law in substantially the form attached to this Rider as the "Kansas Exhibit".
New York	NOT APPLICABLE FOR NEW YORK STATE GOVERNMENT ENTITIES. APPLICABLE FOR ALL OTHER GOVERNMENT ENTITIES IN NEW YORK. For purposes of Section 109-b(2)(f) of the General Municipal Law of the State of New York, Lessor and Lessee hereby agree that the Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by Lessee beyond the amount of such monies. The Lease is not a general obligation of Lessee. Neither the full faith and credit nor the taxing power of Lessee are pledged to the payment of any amount due or to become due under the Lease. It is understood that neither the Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Lease. In addition to Lessee's representations, warranties and covenants set forth in the Lease, Lessee hereby further represents to Lessor as follows: (a) the stated full Lease Term of the Lease does not exceed the "period of probable usefulness" prescribed by Section 11.00 of the Local Finance Law of the State of New York for the equipment, machinery or apparatus financed under the Lease; (b) the authorization for the issuance of obligations to finance the equipment, machinery or apparatus to be leased, acquired and financed under the Lease is not required by law to be subject to (i) a permissive or mandatory referendum, (ii) a supermajority vote of Lessee's governing board or (iii) a referendum only if the obligations have a maturity not less than a specified minimum period; and (c) the amount of unpaid periodic payments (excluding interest) proposed to be made under the Lease and those other installment purchase contracts entered into by Lessee pursuant to Section 109-b of the General Municipal Law of the State of New York, together with the amount of outstanding indebtedness, do not exceed 115% of the limit prescribed by Section 104.00 of the Local Finance Law of the State of New York and the total amount of such payments (excluding interest) under the Lease and all such other installment purchase contracts do not exceed 40% of such limit.
Ohio	NOT APPLICABLE FOR OHIO STATE GOVERNMENT ENTITIES. APPLICABLE FOR ALL OTHER GOVERNMENT ENTITIES IN OHIO. Lessee hereby agrees to complete, execute, and deliver to Lessor with respect to the Lease, a Certificate of Adequate Resources in substantially the form attached to this Addendum as the "Ohio Exhibit".
Texas	Pursuant to Section 2270.002 of the Texas Government Code, Lessor hereby certifies that it does not boycott Israel and will not boycott Israel during the term of this Lease.

PNC Bank, National Association
("Lessor")

X______________________________
Authorized Signature

____
Print Name

____
Title:

655 Business Center Drive
Horsham, PA 19044

St. Johns County Board of County Commissioners
("Lessee")

X______________________________
Authorized Signature

____
Print Name)

____
Title

____
Date
500 San Sebastian View
St. Augustine, FL 32084

Lease-Purchase Agreement

Dated as of July 24, 2026

Lease Number: 99012535-1

Lessor: PNC Bank, National Association
655 Business Center Drive
Horsham, Pennsylvania 19044

Lessee: LESSEE FULL LEGAL NAME — FEDERAL TAX ID
St. Johns County Board of County Commissioners — 596000825
500 San Sebastian View
St. Augustine, FL 32084

Equipment Description:

Quantity	Description	Equipment Address
78	New E-Z-GO RXV ELiTE	4900 Cypress Blvd., Elkton, FL 32033
80	New Pace 10EX GPS	4900 Cypress Blvd., Elkton, FL 32033
2	New E-Z-GO Liberty ELiTE	4900 Cypress Blvd., Elkton, FL 32033
1	New Cushman Hauler Pro ELiTE	4900 Cypress Blvd., Elkton, FL 32033

Payment Information

Number of Payments:	Rent Amount:	Payable:	Lease Term (in months):	End of Lease Provision:
48	$ 13,458.00 + Applicable Taxes	Due Date (to be inserted by Lessor): ______ ☒ Monthly ☐ Quarterly	48 months	☐ FMV- Cars ☐ Rental ☐ PUT - ______ ☐ FMV – Turf (Annual Hours ______) ☒ $1 Out

☐ See Schedule A for variable payment structure.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
3. **RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor. Lessee hereby authorizes Lessor to insert a Due Date where applicable under this Lease once determined.
   NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
4. **UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
5. **DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment

manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.

6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease. In the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. To secure all of Lessee's obligations to Lessor under this Lease Lessee hereby grants Lessor a security interest in (a) the Equipment to the extent of Lessee's interest in the Equipment, (b) anything attached, added, replaced and/or substituted to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. Lessee agrees that the security interest will not be affected if this Lease is changed in any way.

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full-service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.

8. **TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.

9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.

10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including serial numbers and any other information describing the Equipment.

11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined herein) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations herein, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations pursuant to this Lease.

12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.

13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).

14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default. Lessee acknowledges and agrees that the Equipment may contain GPS tracking capabilities and consent to the use by us of GPS tracking, and all information gathered therefrom, to locate the Equipment at any time if such Equipment is not returned by you in accordance with this Lease. Lessee further authorizes the manufacturer of the Equipment to share any GPS tracking information (including without limitation geolocation information) with us upon our request (which request should only be made by us upon a default, event of default and/or your failure to return the Equipment in accordance with the terms of this Lease).

15. **LESSEE'S OPTION AT END OF LEASE.** Provided Lessee is not in default, upon expiration of the Lease Term, Lessee has the option to purchase all but not less than all of the Equipment pursuant to the End of Lease Provision set forth above (plus all sales and other applicable taxes).

16. **RETURN OF EQUIPMENT.** If (a) default occurs, or (b) a non-appropriation of funds occurs in accordance with Section 3, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with this Lease, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third-party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.

17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a

governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. LESSEE'S PROMISES. In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.

19. ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT. Lessee will not attach any of the Equipment to any real estate.

20. ASSIGNMENT BY LESSOR. This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.

21. COLLECTION EXPENSES, OVERDUE PAYMENT. Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.

22. MISCELLANEOUS. This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of $250.00 to cover Lessor's documentation and investigation costs.

23. NOTICES. All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.

24. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE. Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this 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 Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (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; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.

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 other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; "**Embargoed Property**" means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; "**Reportable Compliance Event**" means (1) 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; (2) any Covered Entity engages in a transaction that has caused or may cause Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity's use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Equipment becomes Embargoed Property; "**Sanctioned Jurisdiction**" 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.

25. 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 the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the 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.

26. WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL. To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor's rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

27. 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.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

Lessor: PNC Bank, National Association 655 Business Center Drive Horsham, PA 19044	**Lessee: St. Johns County Board of County Commissioners** 500 San Sebastian View St. Augustine, FL 32084
Signature: X	Signature: X
Print Name:	Print Name:
Title:	Title:
Date:	Date:

SCHEDULE A

Lease Number 99012535-1

This Schedule supplements and is hereby incorporated by reference as part of above referenced Lease # ("Lease") by and between Lessee and Lessor.

Variable Payments Structure

48	@	**$13,458.00**	+ Applicable Sales Tax

Lessor: PNC Bank, National Association	**Lessee: St. Johns County Board of County Commissioners**
Signature: X	Signature: X
Print Name:	Print Name:
Title:	Title:
Date:	Date:

OPINION OF COUNSEL

I have acted as counsel to: **St. Johns County Board of County Commissioners** ("Lessee") with respect to this Lease-Purchase Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (B) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (C) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws.

The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of ________________ .

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: ______________________________

Print Name: ______________________________

Law firm: ______________________________

Date: ______________________________

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 99012535-1

Lessee: St. Johns County Board of County Commissioners

Amount: $569,962.58

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Bank, National Association ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the ________________ OR ________________ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 4. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Lessee reasonably anticipates to issue not more than $10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the fiscal year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNERS ONLY

Name (print)	Title:

ADOPTED AND APPROVED as of the date signed below.

Section 7. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: St. Johns County Board of County Commissioners

Signature of Secretary/Clerk of Lessee

Signature:
X

Print Name:

Title:

Date:

PNC EQUIPMENT FINANCE — Request for Insurance

July 24, 2026

Customer# 99012535

St. Johns County Board of County Commissioners
500 San Sebastian View
St. Augustine, FL 32084
Attn:

RE: Insurance Coverage Requirements for Equipment Financing Transaction between
PNC Bank, National Association and St. Johns County Board of County Commissioners

Under the terms of your Agreement # 99012535-1, you are required to carry adequate insurance coverage on the financed equipment. **If your Certificate of Insurance is not received, and your Agreement is $1,000,000 or less you will automatically be enrolled in our Equipment Protection Program underwritten by Great American. If your Agreement is over $1,000,000 evidence of insurance is required prior to funding.** Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Bank, National Association will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
78	New E-Z-GO RXV ELiTE	
80	New Pace 10EX GPS	
2	New E-Z-GO Liberty ELiTE	
1	New Cushman Hauler Pro ELiTE	

As a condition to entering into the equipment financing transaction, PNC Bank, National Association requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis. **The replacement cost in the amount of $809,962.58 USD must be listed on the Certificate of Insurance.**
2. PNC Bank, National Association must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement.
3. For leases only, PNC Bank, National Association must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of $1,000,000. PNC Bank, National Association must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.
5. Each policy must provide for 30 days' written notice to PNC Bank, National Association prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance form for this specific transaction or a <u>blanket certificate</u> for all equipment financed by PNC under Customer Number # 99012535 , Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Bank, National Association as follows:

PNC Bank, National Association, and its successors and assigns, as lender loss payee
Attn: Insurance Department
655 Business Center Drive, Suite 250
Horsham, PA 19044

When completed, the evidence of insurance should be emailed to: SMEDocs@leaserv.com

Lessee: St. Johns County Board of County Commissioners

Signature:
X

Print Name:

Title:

Date:

PNC EQUIPMENT FINANCE

Customer Information

Lease # 99012535-1

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: St. Johns County Board of County Commissioners	Federal Tax ID Number: 596000825

Preferred Method of Payment:

Is a Purchase Order Number required on Invoices? ☐ YES ☐ NO Purchase Order #____________________

Please enter your preferred method (Mail/Email): ____________________

- Mail - If you would like to receive your Monthly Invoice by Mail, please provide this information:

Invoices should be directed to:	Attention:		
Address:	City:	State:	Zip:

- Email - If you would like to receive your Monthly Invoice by Email, please provide this information:

Contact Name:	Email:

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X	**Date**

Email:

PNC Bank, National Association
655 Business Center Drive, Suite 250 • Horsham, PA 19044
Questions? Call (800) 559-2755

SE Lease Customer Info
V20250123

PNC EQUIPMENT FINANCE

Automatic Payment Authorization

A. **CUSTOMER INFORMATION:**

Customer Name(s)	Customer Number
St. Johns County Board of County Commissioners	99012535

This Authorization For Automatic Withdrawal ("Authorization") given by Obligor authorizes Financier to withdraw funds from and/or to debit the account referenced below or in the attached voided check ("Account") in the amount of the monthly charges which may include, in addition to regular monthly payments, interim rent, taxes or other fees incurred from time to time on the above referenced Agreement together with any other agreements between Obligor and Financier entered into after the date of this Authorization (individually and collectively, the "Agreements"). This withdrawal will be made monthly on the due date specified in the Agreement. This Authorization will remain in full force until Obligor has notified Financier in writing at least 30 days in advance of its decision to terminate or suspend this Authorization or until all amounts due under the Agreement are paid in full. Obligor further acknowledges and agrees that suspension or termination of this Authorization will not relieve the Obligor or its guarantors of its obligation to make payments to Financier. Suspension or termination of this Agreement will constitute an automatic default on the Agreement or any other financing agreements with the Financier in the event this Authorization was a credit approval requirement.

Obligor agrees to maintain a balance in the Account sufficient to cover such monthly amounts. In the event any withdrawal made under this Authorization is not paid upon presentation, Financier reserves the right to cancel this Authorization and require Obligor to remit all payments and other sums due and payable under the terms of the Agreement directly to Financier. Obligor acknowledges and agrees that all payments due under the terms of the Agreement are the responsibility of Obligor. If any payment is not made due to the temporary suspension of service or cancellation or because of insufficient funds in the Account, Financier may at its discretion attempt to process the payment again and Obligor agrees to additional fees, which will be initiated as a separate transaction from the payment. If Financier is unable to process payments under this Authorization, Obligor shall be required to make the payment manually on time. If this is not done, late charges (as defined in the Agreement) shall apply.

Obligor agrees not to dispute these scheduled transactions with its bank provided the transactions correspond to the terms indicated in this Authorization.

Signature below indicates that Obligor has verified and confirmed that all of the information provided above is correct. A copy of a voided check or an executed letter from your bank providing your account name, account number and ABA number is attached to this Authorization.

ATTACH VOIDED CHECK HERE

A voided check from your checking account must be included in this application
(Do not use a deposit ticket or temporary check)

Customer: St. Johns County Board of County Commissioners

Signature
X

Print Name

Title

Date

SE ACH Form
V20251215

PNC EQUIPMENT FINANCE

Notification of Tax Treatment

PNC Bank, National Association (“**PNC**”), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

☐ I agree that my lease is subject to sales/use tax.

☐ I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.

☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.

☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

☐ Inside city limits ☐ Outside city limits ☐ Unincorporated area

Property Tax

☐ I have a valid abatement or property tax exemption (documentation attached).

☐ Location: State ____________________________

Taxing District ____________________________

Additional comments**:**

____

____

____

Lease Number 99012535-1

Lessee: St. Johns County Board of County Commissioners

Signature:

X

Print Name:

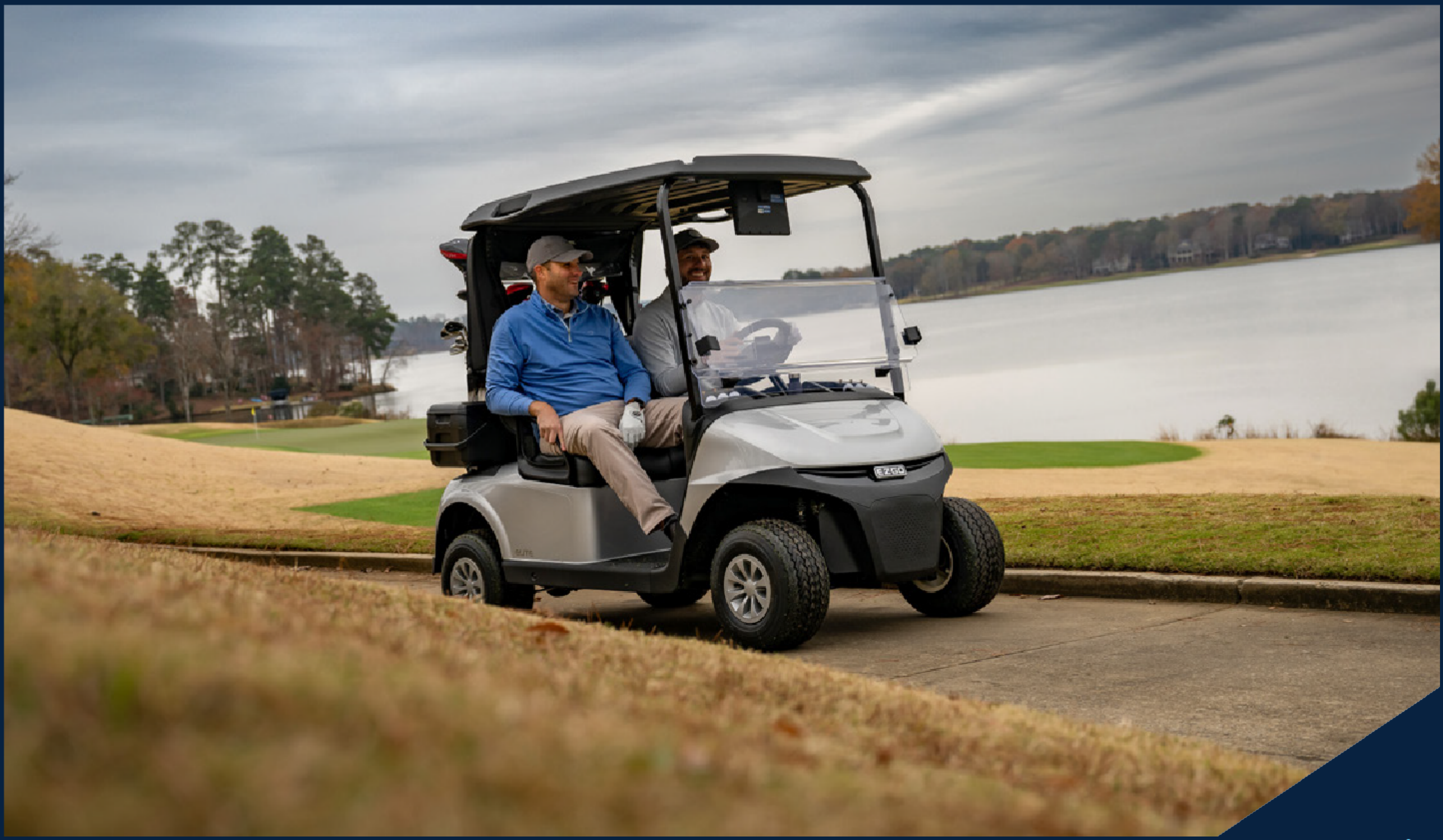
Title:

Date:

SE Tax Notification
V20251216

PLEASE COMPLETE AND SIGN FORM

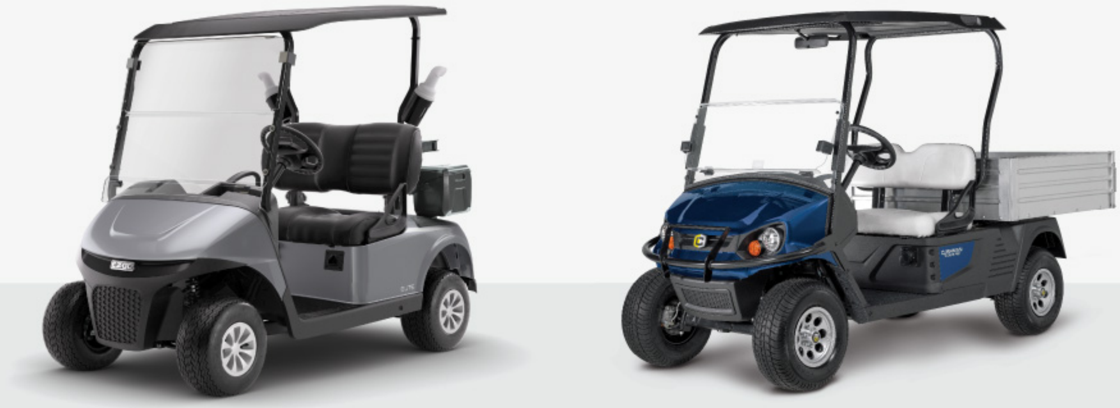
The Best Will Always Have Our Name On It.



PREPARED FOR:

ST JOHNS COUNTY MUNICIPAL GOLF COURSE

Partner with the Industry Leader



ADVANCED
INTELLIBRAKE™
TECHNOLOGY

June 30, 2026

ST JOHNS COUNTY MUNICIPAL GOLF COURSE
500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, 32084

Dear Wes Tucker,

E-Z-GO® is honored to prepare this exclusive proposal for ST JOHNS COUNTY MUNICIPAL GOLF COURSE and its members. Since 1954, E-Z-GO has been at the forefront of innovation, reliability and service for the last 70 years. We are committed to providing our customers with vehicle solutions that exceed expectations and perform to the demands of your facilities.

E-Z-GO and Cushman® vehicles are manufactured with purpose in mind. We have taken the golf car industry by storm with technologies such as the Samsung Powered ELiTE Lithium batteries, a first-of-its-kind EX1 gas engine, and our Textron Pace systems. These technologies, paired with our reliable fleet and utility vehicle options, provide an experience refined to elevate and improve any course to a premium caliber.

The E-Z-GO and Cushman advantage goes far beyond our products. You'll 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.

Through highly reputable regional sponsorships, professional golfers and industry partners, we are dedicated to advancing the game of golf and the industry that fuels it.

Our constant pursuit for innovation, performance and customer service elevated our name to the premium provider in the industry. We're committed to the game and will never stop looking for what's next. Never settling has put our products on the most prestigious courses and facilities in the world so if you're looking for the best, E-Z-GO and Cushman have you covered.

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 ST JOHNS COUNTY MUNICIPAL GOLF COURSE.

With sincere appreciation,

Ken Petter
Territory Sales Manager
kpetter@textron.com

Proposal

ST JOHNS COUNTY MUNICIPAL GOLF COURSE

June 30, 2026

RXV ELITE

STANDARD FEATURES

5-YEAR BATTERY WARRANTY	**ZERO MAINTENANCE BATTERIES**	**ADVANCED INTELLIBRAKE TECHNOLOGY**
SAMSUNG SDI LITHIUM BATTERIES	**UNBEATABLE ENERGY EFFICIENCY**	**LOWEST COST OF OPERATIONS**

ACCESSORIES

Premium Steering Wheel	78
Body Color Ocean Gray	78
Standard Seat Gray	78
Hole-in-One 18x8.50-8, 4 Ply, White Steel Wheel	78
8 Spoke, Silver 8"	78
2.2 Single ELiTE Battery Pack	78
Light World Charger, ELiTE (3 m [10 ft] Cord)	78
Frame - E-Shield E-Coat Enhanced Coating	78
Curtis Handheld Controller Tool	1
E-Brake Release Tool	1
Tow Bar Casual	1
USB Port	78
Sand Bottle (Single) (Both)	156
Sand Bucket & Bracket (Driver Side)	78
Windshield Mounted Message Holder	78
Windshield, Fold Down (54')	78
Bag Cover Kit Black, 54' Canopy	78
Sun Canopy, 2 Passenger Modular, Black	78
Custom Logo/Decals	78
Freight	78
Pace Wiring Harness Screens	78

Proposal

ST JOHNS COUNTY MUNICIPAL GOLF COURSE

June 30, 2026

HAULER PRO ELITE

STANDARD FEATURES

COLOR: FOREST GREEN WITH GREY SEATS	**K500, 18X8.5-8, 6 PLY TIRES ON BLACK WHEELS**	**TWO WHEEL MECHANICAL BRAKES**
ELiTE TWIN 4.2 BATTERIES WITH ELiTE WORLD CHARGER	**DC/DC CONVERTER**	**HALOGEN HEADLIGHTS, BRUSH GUARD**

ACCESSORIES

K500 20 x 8-10, 6 Ply Rated, Black Wheel	1
Body Color Forest Green	1
Side Decals Matte Black	1
Contoured Seat Gray	1
Two Wheel Mechanical Brakes	1
Limited Slip Differential	1
Brush Guard	1
Steering Wheel with Scorecard Holder	1
Small Fender Flares (Included with 10" wheels)	1
Charger Cord - 5M (16ft) North American (For on board charger)	1
DC Converter (30 amp)	1
World Charger, ELiTE (3 m [10 ft] Cord)	1
Rapid On-Board Charger	1
Standard LED Headlights	1
Brake Lights & Tail Lights	1
Multifunction Gauge: Speed, State of Charge, Hour Meter	1
Hour Meter (Electric Models)	1
USB Outlet	1
ELiTE 6.2 Batteries	1
Plastic Bed Box (Manual Lift): 39" x 44" x 12" - 12 cu ft	1
2 in (5 cm) Receiver (Rear)	1
DFK Ball Cage - ROPS Certified	1
Freight	1

Proposal

ST JOHNS COUNTY MUNICIPAL GOLF COURSE

June 30, 2026

LIBERTY

STANDARD FEATURES

SAMSUNG SDI LITHIUM BATTERIES	**4-FORWARD FACING SEATS**	**2" UNIVERSAL HITCH**
OPTIMIZED WHEELBASE FOR ENHANCED CONTROL	**IMPROVED DESIGN FOR MORE ROOM**	**ZERO MAINTENANCE BATTERIES**

ACCESSORIES

Body Color Ocean Gray	2
X Package (Liberty 4F)	2
Standard Seat Gray	2
Paramount, 205-35-14, SBR, FTV Alloy Wheel	2
2.2 Single Pack ELiTE Battery, Light World Charger	2
Two Wheel Mechanical Brakes	2
DC/DC Converter	2
Multifunction Gauge: Speed, State of Charge, Hour Meter	2
LED Headlights, Taillights, Brake Lights	2
Premium Interior (Silver Dash, USB, Lighted Cup Holders, Individual Key Switch, Glove Box Door, Mats, and Shelf)	2
Four Golf Bag Holder, Hitch Mounted, Liberty	2
Custom Logo/Decals	2
Freight	2

Proposal

ST JOHNS COUNTY MUNICIPAL GOLF COURSE

June 30, 2026

PACE 10EX (48 MO)

STANDARD FEATURES

REAL-TIME VEHICLE DATA	AUTOMATIC SOFTWARE UPDATES	10" ULTRA-BRIGHT TOUCHSCREEN DISPLAY
ACCURATE HOLE AND YARDAGE GPS	EHANCED HD HOLE GRAPHICS	GEOFENCING & VEHICLE ALERTS

ACCESSORIES

Proposal

ST JOHNS COUNTY MUNICIPAL GOLF COURSE

June 30, 2026

The pricing below is based off the Sourcewell Piggyback contract (Contract #091024-JCS). Omnia contract offers same discount (Contract #R210201).

CAPITAL LEASE

✓	YEAR	MODEL	QTY	TERM + Balloon	CAR/MONTH	TOTAL MONTHLY PRICE
	2027	RXV ELiTE	78	48 Month + $1.00	$186.06	$14,512.49
	2027	Hauler Pro ELiTE	1	48 Month + $1.00	$411.20	$411.20
	2027	Liberty	2	48 Month + $1.00	$294.91	$589.83
	2027	PACE 10EX (48 Mo)	80	48 Month + $1.00	$43.82	$3,505.49
					MONTHLY AMOUNT	**$19,019.01**

TRADE VALUATIONS (LEASE)

YEAR	MANUFACTURER	MODEL	QTY	UNIT TRADE AMOUNT	TOTAL TRADE VALUE
2023	Yamaha	Drive (1 & 2)	80	$3,000.00	$240,000.00

NET DOWN AMOUNT	
CASH BACK	**$240,000.00**

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
12	Jan - Dec	October 2026	November 2026

SPECIAL CONSIDERATIONS
Sourcewell Contract #091024-JCS. If GPS units are held on past the 48 month lease term. Club will receive a bill for $18 per unit per month for ongoing cell service charges.

If we use the $3,000 trade value to net down the new car, the payment will drop to $116.53 on the 48 month $1 out. Payment on Libertys would drop to $225.93.

- Signed Credit Application, Last two full years of Audited Financial Statements, and YTD Financial Statements (Income Statement, Balance Sheet)

CASH PURCHASE NEEDS:

Based on the structure of the above proposed deal, the following documentation will be required for all deals, to establish creditworthiness:

- Bank Letter (Proof of Funds at 90 days prior to delivery) OR Financials (Income Statement, Balance Sheet) to establish a Credit Limit with E-Z-GO.

LEASED NEEDS:

While it's our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of E-Z-GO. Final interest rates, trade values, commodities and other factors will be determined 45 days prior to delivery.

The terms of the Pace Technology Data Systems Agreement (available under "Download Documents" at https://ezgo.com/pacetechnologyprivacy) governs the use of Pace Technology systems and services, including the entry and processing of any Personal Data.

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 30 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 30 days prior to production date.

EZGO Piggyback Contract Discounts

2027 RXV Elite

48 Month $1 Out Lease (MSRP): $250.75

48 Month $1 Out Lease (Sourcewell): $186.06 (25% Discount)

48 Month $1 Out Lease (Omnia): $186.06 (25% Discount)

2027 Hauler Pro Elite

48 Month $1 Out Lease (MSRP): $530.86

48 Month $1 Out Lease (Sourcewell): $411.20 (22% Discount)

48 Month $1 Out Lease (Omnia): $411.20 (22% Discount)

2027 Liberty

48 Month $1 Out Lease (MSRP): $375.76

48 Month $1 Out Lease (Sourcewell): $294.91 (22% Discount)

48 Month $1 Out Lease (Omnia): $294.91 (22% Discount)

2027 Pace 10EX

48 Month $1 Out Lease (MSRP): $52.84

48 Month $1 Out Lease (Sourcewell): $43.82 (17% Discount)

48 Month $1 Out Lease (Omnia): $43.82 (17% Discount)

Proposal

ST JOHNS COUNTY MUNICIPAL GOLF COURSE

June 4, 2026

ST JOHNS COUNTY MUNICIPAL GOLF COURSE

Accepted by: ______________________________

Title: ______________________________

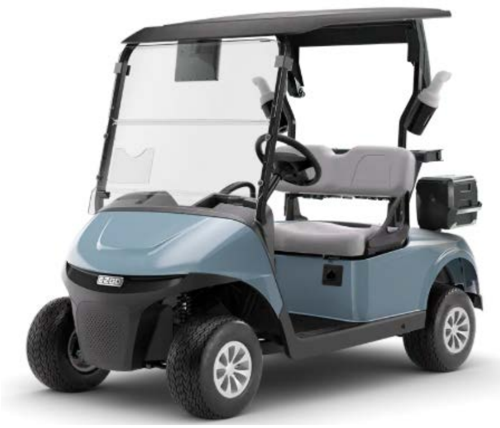
Date: ______________________________

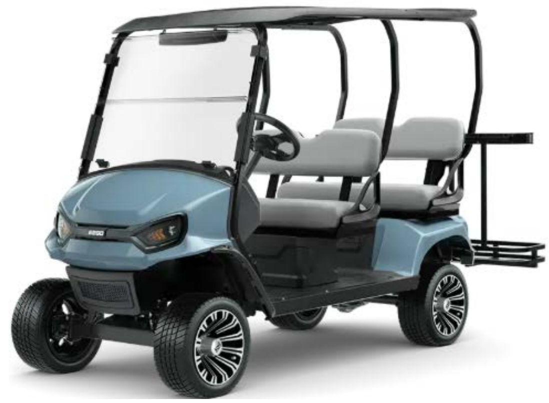
E-Z-GO

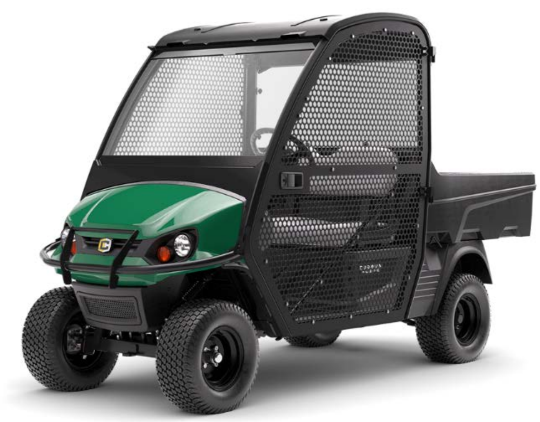
Accepted by: ______________________________

Title ______________________________

Date: ______________________________







Limited Warranty Terms and Conditions – RXV ELiTE Fleet Vehicles

The Textron E-Z-GO LLC. (“Company”) provides that any new Model Year 2027 E-Z-GO RXV Fleet Elite electric vehicle (Vehicles factory equipped with a lithium battery pack) (the “Vehicles”) and/or the battery charger for the Vehicle’s lithium battery pack purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, 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 the Company 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 - WORKMANSHIP	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 Years
MAJOR ELECTRONICS – Electric motor, solid state speed controller	4 Years
LITHIUM BATTERY SYSTEM – Battery pack, battery management system, battery charger, and charger receptacle	5 Years
PEDAL GROUP - Pedal assemblies, and motor brake	4 Years
SEATS - Seat bottom, seat back and hip restraints	3 Years
CANOPY SYSTEM - Canopy and canopy struts	4 Years
POWERTRAIN – Electric axle	3 Years
BODY GROUP – Front and rear cowls, side panels and instrument panel	3 Years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, DC/DC converter, F&R switch, charger cord, wiring harness	3 Years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO at time of delivery, and all components not specified elsewhere	2 Years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener tightening	90 days
ALL PACE SCREENS supplied by Company at time of purchase	5 Years
ALL OTHER PACE COMPONENTS supplied by Company at time of purchase	3 Years

The Warranty Period for all parts and components of the Vehicle other than Lithium Batteries shall commence on the date of delivery to the location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Lithium Batteries shall commence on the earliest of the following dates:

- of Vehicle delivery to the Purchaser’s location,
- on which the Vehicle is placed in Purchaser-requested storage or
- that is sixty (60) days from the date of sale or lease of the Vehicle by the Company to an authorized Company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the original Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval from the Director of the Company’s 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 an accident or collision, or from the neglect, abuse, or inadequate maintenance of the Vehicles;
- 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 performed by someone other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs performed by someone 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 COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed in accordance with the Owner’s Manual provided with the Vehicle, including but not limited to rotation of fleet, proper tire inflation, and lack of charging.
- shows indications that non-recommended lubricants were applied to the Vehicle and any part thereof;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications; shows indications that it
- has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used or operated outside of Company approved applications, specified environments or performance conditions; is equipped with tires
- not expressly approved by Company for use with the Vehicles;
- lacks an adequate number of operating battery chargers, or uses unapproved battery chargers for the Vehicle or uses extension cords with battery chargers;
- shows indication that the battery charger has been modified to charged vehicles not approved for the charger;
- has electrical accessories that are not manufactured or sold by the Company for use with the Vehicle or any electrical energy consuming devices installed directly to the battery pack;
- shows indications that the battery pack was disassembled, opened, or tampered with in any way; shows indications that attempts may have been made to
- intentionally reduce the battery pack life;
- contain lithium battery packs that are not paired with the battery management system as supplied by the Company;

Storage and Operation Limitations Condition	Time Allowed
STORAGE BETWEEN CHARGE CYCLES	3 months
STORAGE BETWEEN -22°F (-30°C) AND -4°F (-20°C) **STORAGE ONLY** – NO CHARGING OR DISCHARGING OF BATTERY PACK	1 month
OPERATION OF VEHICLE BELOW -4°F (-20°C) OR ABOVE 140°F (60°C)	**NOT ALLOWED**

USE OF NON-APPROVED PARTS AND ACCESSORIES: THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR EXPRESSLY AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, 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 Company will, at its sole option, repair or replace any defective parts. For such warranty repairs or replacements, the Company may, at its discretion, provide factory reconditioned parts or new components from alternate suppliers. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company 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 THE COMPANY 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 THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. 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. DONOTMAKEANYSUCHMODIFICATIONSORCHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THIS LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LITHIUM BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery replacement require specific testing, as specified by Company's Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests.
- **IF IT IS DETERMINED THAT PARTS OR ACCESSORIES WERE INSTALLED DIRECTLY TO THE VEHICLE'S BATTERY PACK WITHOUT THE COMPANY'S EXPRESS WRITTEN APPROVAL, THEN THE WARRANTY FOR THE BATTERY PACK AND THE BATTERY MANAGEMENT SYSTEM SHALL BE VOID.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY 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;
  - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above; and
  - BATTERY CHARGERS MUST BE THE COMPANY APPROVED CHARGERS FOR LITHIUM BATTERY PACK VEHICLES.

OTHER COMPANY RIGHTS:

- Company may perform semi-annual vehicle inspections (directly or through assigned Company representatives) through the term of any fleet lease.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles prior to approving any warranty claim; furthermore, Company may use a third party to perform such audit or inspection of the Purchaser's storage facilities, 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 Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company to any modifications of the terms and conditions of this Limited Warranty without the express written approval from the Director of the Company's Customer Care / Warranty Department.

SURPLUS PROPERTY FORM
REQUEST TO TRANSFER/DECLARE SURPLUS

To: Finance Director

Thru: Purchasing Manager

CC: Fixed Assets Manager - Finance Department

Risk Management

Please issue authority to: **Transfer** ☐ **From:** **Department Name** SJC Golf Club **Department Number** 1471

To:

Declare Surplus ☑ Dispose of in accordance with Florida Statutes 274.05 & 274.06 and St. Johns County Purchasing Policy

Other ☑ TRADE-IN on new purchase

Explanation for items not transferred or alloted for surplus sale

Contact Name Wes Tucker **Contact Number** 904.209.0350

	Item Description	SJC Asset #	Serial #	Condition	Location	Manner of Disposition	Sale Amount	Trade-In or Insurance Recovery
1	Yamaha Goft Cart (80)			Poor	course	Trade-In	240,000.00	x
2	See list of serial numbers attached							
3								
4								
5								
6								
7								
8								
9								
10								

REQUIREDSIGNATURES:

Surplus/Transferring Department Head (Department Head Signature ONLY) July 16, 2024 Date

Reviewed by Fleet Maintenance Manager (*if applicable*) (For items with CV# ONLY) Date

Witness to asset disposition (*if applicable*)
A witness is only required if an asset is scrapped or demolished, not sold, traded in or transferred.
(Witness to Disposition ONLY) Date

APPROVAL SIGNATURES:

Request to declare surplus, transfer or dispose of the above item(s) is granted by:

Purchasing Manager (For Purchasing Dept. Use ONLY) 7/16/24 Date

Receiving Department Head Signature (For transfer of assets ONLY) Date

POSTED BY FIXED ASSETS MANAGER (For Finance Dept. Use ONLY) Date

Yamaha 2023

	Cart Serial Number	GPS Serial Number
1	J5A-0100278	fd5607e3
2	J5A-0100346	30e972d
3	J5A-0100388	fd560659
4	J5A-0100350	fd5a07ff
5	J5A-0100348	fd5607ef
6	J5A-0100347	fd5a0624
7	J5A-0100362	fd5a074d
8	J5A-0100374	30a97bf
9	J5A-0100357	fd5a06f2
10	J5A-0100395	fd5a06e1
11	J5A-0100349	fd560620
12	J5A-0100389	30e972f
13	J5A-0100391	fd5a07c8
14	J5A-0100360	fd5607cf
15	J5A-0100359	fd5a06d1
16	J5A-0100355	fd560788
17	J5A-0100352	fd5a063e
18	J5A-0100354	30a97a7
19	J5A-0100358	30e9658
20	J5A-0100356	30f96ea
21	J5A-0100361	Won't Boot
22	J5A-0100353	fd5a0756
23	J5A-0100381	30a97b4
24	J5A-0100343	fd5a063f
25	J5A-0100380	fd5a061c
26	J5A-0100332	fd5a0727
27	J5A-0100379	fd5a07c1
28	J5A-0100342	fd5a071d
29	J5A-0100382	fd5a06a2
30	J5A-0100378	fd5a06fa
31	J5A-0100368	3of973c
32	J5A-0100678	313965e
33	J5A-0100680	30e96f1
34	J5A-0100371	31396ff
35	J5A-0100376	fd5a0635
36	J5A-0100375	fd5a06cf
37	J5A-0100384	fd5a06f1
38	J5A-0100387	fd5a06e8
39	J5A-0100370	fd560631
40	J5A-0100333	31396ec
41	J5A-0100367	fd5a0726
42	J5A-0100373	fd5a0615
43	J5A-0100383	fd5607d7
44	J5A-0100377	fd5a06ea

45	J5A-0100320	30a9660
46	J5A-0100270	30f9705
47	J5A-0100281	30f973f
48	J5A-0100319	30f9706
49	J5A-0100280	fd5a06c2
50	J5A-0100321	fd5a07f2
51	J5A-0100256	fd5a0747
52	J5A-0100322	fd5a0702
53	J5A-0100284	fd5a0735
54	J5A-0100274	fd5a06d0
55	J5A-0100307	fd5a0689
56	J5A-0100324	fd5a07e0
57	J5A-0100279	fd5a06d2
58	J5A-0100272	fd5607c6
59	J5A-0100285	fd5a073d
60	J5A-0100282	fd5a07f1
61	J5A-0100331	fd5a0606
62	J5A-0100329	Won't Boot
63	J5A-0100308	d5a0626
64	J5A-0100271	d6f70737
65	J5A-0100323	fd5a0746
66	J5A-0100273	d708060e
67	J5A-0100344	fd5a06a1
68	J5A-0100337	31397ab
69	J5A-0100313	fd5a0765
70	J5A-0100311	fd5a062f
71	J5A-0100317	31397760
72	J5A-0100335	fd5a068f
73	J5A-0100310	fd5a0637
74	J5A-0100312	fd5a069d
75	J5A-0100339	30a9650
76	J5A-0100316	fd560667
77	J5A-0100338	fd5a0625
78	J5A-0100314	fd5a06d8
79	J5A-0100315	fd5a07c3
80	J5A-0100345	fd5a07ea

	SJC Tag#		SJC Tag#
1	19839	41	19866
2	19855	42	19905
3	19856	43	19914
4	19850	44	19908
5	19849	45	19896
6	19854	46	19868
7	19841	47	19875
8	19857	48	19889
9	19844	49	19874
10	19860	50	19890
11	19848	51	19867
12	19859	52	19891
13	19858	53	19877
14	19842	54	19872
15	19846	55	19879
16	19840	56	19893
17	19853	57	19873
18	19851	58	19870
19	19845	59	19878
20	19847	60	19876
21	19843	61	19895
22	19852	62	19894
23	19912	63	19880
24	19864	64	19869
25	19911	65	19892
26	19861	66	19871
27	19910	67	19901
28	19863	68	19898
29	19913	69	19884
30	19909	70	19882
31	19865	71	19888
32	19917	72	19897
33	19918	73	19881
34	19904	74	19883
35	19907	75	19900
36	19906	76	19887
37	19915	77	19899
38	19916	78	19885
39	19903	79	19886
40	19862	80	19902

MASTER AGREEMENT #091024
CATEGORY: Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment and Services
SUPPLIER: Textron E-Z Go LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Textron E-Z Go LLC, 1451 Marvin Griffin Road, Augusta, GA 30909 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 13,2028, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP# 091024 to Participating Entities. In Scope solutions include:

   a) Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles , golf carts, low-speed vehicles (LSV);
   b) Parking enforcement, patrol and EMS solutions;
   c) Passenger shuttles, burden carriers, tow tractors, baggage trucks;
   d) Side–by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles;
   e) Food and beverage solutions, athletic and campus-use vehicles.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly form Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Notwithstanding the foregoing, Supplier is not required to indemnify, defend, save, or hold harmless Sourcewell for any claims or causes of action that are solely caused by the negligent acts or omissions of Sourcewell.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue

for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured through blanket endorsement as evidenced on the Certificate of Insurance under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the blanket endorsement required by this Agreement or other insurance applicable to the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Textron E-Z Go LLC
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: 1D07F1407D82476...
By: ____________________	By: ____________________
Jeremy Schwartz	Rocco Sica
Title: Chief Procurement Officer	Title: General Counsel
Date: 12/3/2024 | 3:38 PM CST	Date: 12/3/2024 | 1:27 PM PST

RFP 091024 - Utility, Transport, Golf, and Recreation Vehicles

Vendor Details

Company Name:	Jacobsen
Does your company conduct business under any other name? If yes, please state:	Textron E-Z-GO LLC
Address:	1451 Marvin Griffin Road Augusta, GA 30906
Contact:	Morgan-Ann Baker
Email:	mbaker04@textron.com
Phone:	706-550-8808
HST#:	05-0315468

Submission Details

Created On:	Tuesday September 03, 2024 08:50:46
Submitted On:	Monday September 09, 2024 12:38:05
Submitted By:	Rocco Sica
Email:	TSVlegaldepartment@textron.com
Transaction #:	6523708d-d92e-44e3-9a1a-5ceaeca2d1f6
Submitter's IP Address:	32.66.192.49

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Textron E-Z-GO LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Textron E-Z-GO LLC has no subsidiaries, D.B.A.s, authorized affiliates, or any other entities responsible for offering and performing delivery of Solutions within the Proposal.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Textron Inc.’s Unique Entity Identifier (UEI) is M9EUUX4966S5.	*
5	Provide your NAICS code applicable to Solutions proposed.	336999	
6	Proposer Physical Address:	1451 Marvin Griffin Road Augusta GA 30909	*
7	Proposer website address (or addresses):	- https://www.ezgo.tsxtsv.com - https://cushman.txtsv.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Rocco Sica General Counsel 1451 Marvin Griffin Road Augusta GA 30909 rsica@textron.com • 762-343-0856	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Morgan-Ann Baker Sr. Government Sales Manager 1451 Marvin Griffin Road Augusta GA 30909 mbaker04@textron.com 706-550-8808	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Victoria Ferreira Customer Experience Manager Sr. 1451 Marvin Griffin Road Augusta GA 30909 vferreira@textron.com 706-772-1746	

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	During a hot summer in 1954, in a cramped one-room machine shop in Augusta, Georgia, E Z GO® was born. Two brothers started with a simple belief that they could build a better golf car — one that meets the needs of the customer better than any other vehicle on the market. From those humble beginnings, E Z GO has become a world leader in transportation and a leading global manufacturer of golf cars, utility vehicles and personal transportation vehicles. From our headquarters in Augusta, we build tens of thousands of vehicles each year, many of which feature game-changing technology and innovations to improve vehicle efficiency and enhance the user experience like no other vehicle can. All but one example, our exclusive AC Drive, found in the E Z GO RXV golf-cart platform, uses an alternating-current motor and electrical powertrain to deliver unparalleled hill-climbing power and vehicle performance with unmatched energy efficiency, with industry-leading features like a parking brake that automatically engages whenever the vehicle stops. E-Z-GO is also well known for its business and operational excellence. In 2009, E-Z-GO received the coveted Shingo Prize for Operational Excellence. That same year, the company's Augusta facility was named one of Industry Week magazine's top 10 manufacturing plants in North America. The company's facilities follow ISO 9001 standards. Since 1960, E Z GO has been part of Textron Inc. (NYSE: TXT), a global multi-industry company headquartered in Providence, RI. A Fortune 500 company with more than 35,000 employees worldwide and operations in 25 countries, Textron is known for its powerful brands, including E Z GO, Cessna, Beechcraft, Hawker, Bell Helicopter, Jacobsen and Kautex, among others. Today, E Z GO vehicles are designed and manufactured by Textron Specialized Vehicles, a division of Textron Inc. that also manufactures commercial and industrial utility vehicles, recreational side-by-side UTVs, and ground support equipment for the aviation industry. E Z GO stands alongside its sister Textron Specialized Vehicles brands — Arctic Cat®, Jacobsen®, Cushman® and Textron GSE — as leaders in the respective industries they serve. But more than 60 years after the first E Z GO vehicle was built in that sweltering one-room shop, there is still that single belief — that we exist to build vehicles and services that exceed the expectations of the customer, better than any other offering on the market. It is the drive to sustain and improve that position — to offer an unparalleled combination of world-class products, advanced technology, manufacturing expertise, and extraordinary service — that leads E Z GO to cover new ground. Our Mission: We are passionate people creating vehicles that make life easier, more productive and fun. Our Values: We Have the Will to Win, We Win When We Work Together, We Listen to Decide, We do What We Say, We Act with Confidence Industry Longevity: E-Z-GO plans to be a $1.3B business by 2028. We will continue to invest in our innovative products lines with new and exciting product launches.	*
12	What are your company's expectations in the event of an award?	In the event of an award, we will begin implementing a strategic plan focused on Sourcewell. We will ensure that our distributor and dealer channel support the award and have a thorough understanding of the contract details, compliance benchmarks and reviews, and pricing policies. Our primary focus is on implementing best practices and will utilize the Sourcewell team to ensure these benchmarks are being met.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	We have uploaded our 2023 Annual Report in the document upload section.	*

14	What is your US market share for the solutions that you are proposing?	We sell through three primary channels; Commercial/Government; Consumer; and Golf. Our Commercial/Government channel that focuses on private enterprises, public enterprises, and Federal/State/Local agencies. We also support our Consumer market. The current market share estimate for these categories is ~50% although due to market data that is available, we are not able to provide an exact percentage. Our Golf sector supports private, public, and municipal course. The market share for golf is 41%. We are the market share leader.	*
15	What is your Canadian market share for the solutions that you are proposing?	Our current Canadian market share data is limited due to the data that is currently available. However, in our golf channel, we own an estimated 23% of the market share.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Not Applicable.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We would best be described as option B (Manufacturer). We are supported by an internal sales team of 60 individuals that cover our commercial/government, consumer, and direct golf business. We have an additional 13 distributors and 600+ dealers that cover the continental United States, Hawaii, and Canada. They have an additional 210 outside sales representatives that support their businesses. These dealers and distributors have been trained on Public Sector and compliance. They have certified technicians that complete golf car and utility service and warranty. Additionally, these dealers and distributors support our sales processes and will there to assist with any Sourcewell customer needs.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Not Applicable.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Not Applicable.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Textron Inc: - Recognized by Fortune Magazines' "World's Admired Companies" list for 2022 - Recognized Forbes' as "World's Best Employers" for 2020 - Recognized by Forbes as "Best Employers for Diversity" - Recognized by Forbes' as "America's Best Employers for Women" in 2019 - Recognized as Newsweek's "America's Greatest Workplaces", "America's Greatest Workplaces for Parents and Families", and "America's Most Responsible Companies" - Handshake Early Talent Rewards - Match 2023 Campus Forward Awards - HBCU Top Supporter	*
21	What percentage of your sales are to the governmental sector in the past three years?	With the utilization of cooperatives, state contracts, and our federal GSA Schedule, we have been able to grow our government sales to 2% of our overall sales volume in the past three years. Our commercial and government sector are projected to grow over the next five years with further resources being allocated to the business sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Our education sector sales have been less than one percent of our total sales. However, our business is strategically growing our presence in the education sector over the next year with more focused attention and resources.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	- Sourcewell: ~$3,217,917 - BuyBoard: ~$5,075,969 - OMNIA: ~$36,041,078 - Oklahoma State: ~$51,523 - Louisiana State: ~$1,471,037 - CMAS: ~$192,041 - Alabama State: $124,541 - Georgia State: ~$8,403,954 - Florida State: ~$495,404 - ESCNJ: ~$150,845	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Textron Inc. currently holds a GSA contract (GS-03F-066DA). This GSA contract has been held by Textron for over thirty years. In the last three years, our sales have been $2,325,995.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Reeves County Golf Course	Elizabeth Terrazas	(432) 287-3073	*
University of Georgia	John Crumbley	(706) 369-5739	*
Los Angeles County of Sanitation District	Edward Gomez	(562) 755-9243	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Our sales team is made up of 60 factory sales representatives from E-Z-GO and Cushman. We have an additional 210 distributor and dealer outside sales representatives who work with 600 partners in the network. Our factory and outside sales representatives have been trained on government cooperatives, state contracts, and our GSA federal contract and understand compliance and regulations. We have a Government Sales Manager that is responsible for completing these trainings with our factory and outside sales representatives. They are responsible for the communication with contract administrators and ensure reporting is completed. We have an additional internal representative that completes monthly and quarterly sales reporting, order update requests, and order escalations.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	We have a total of 13 distributors and 600+ dealer in the United States, Hawaii, and Canada. Per our dealer agreements, these partners are responsible for keeping sufficient product stock, service trainings and completing service/warranty work, and having an outside sales representative. Our distributor partners fully understand our products and will be able to assist Sourcewell customers. Our distributor and dealer network can be found in the below locators: https://www.cushman.txtsv.com/commercial/shopping-tools/find-dealer https://ezgo.txtsv.com/personal/shopping-tools/find-dealer	*

28	Service force.	We have 87 factory certified E-Z-GO and Cushman field service technicians across the continental United States. Additionally, we have 600+ distributors and dealers that support service and warranty. These distributor and dealer service technicians are required to complete training and certification with our internal teams. This is completed at the time of becoming a distributor/dealer. We also provide supplemental trainings that focus on specific topics such as, but not limited to, ELiTE lithium technology, Hauler ELiTE Diagnostics, Engine Failure Diagnostics, How-To's, etc. We supplement our factory direct technicians and distributor/dealer technicians with our internal call center that is available to customers for diagnostic issues, parts information, and additional questions. They can be reached at 888-438-3946.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The ordering process is primarily completed through our distributor and dealer partners. When a Sourcewell customer has received a quote from a dealer or distributor, they will submit the final Purchase Order to the dealer/distributor for submission to E-Z-GO/Cushman. Once the order is received, it will be reviewed by our sales operations team before it is entered to ensure all details match contractual discounts and include details such as the contract number, point-of-contact, and final signature authorizing the sale. In the case that there is no distributor or dealer presence in a given territory, the Sourcewell customer would work directly with our Regional Sales Manager team and Government Sales Manager for quotation and ordering. All details for contractual discounts, contract information, etc. will be reviewed to ensure compliance.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customers will receive a point of contract at the time of delivery; this will be primarily our dealer and distributor network. They will be introduced and given the best email address and phone number to reach in case it is needed for service or warranty work. In the case where a quick diagnostic call or question arises, the customer can contact our internal call center at 888-438-3946. We expect no more than 24-hour response time to emails and phone calls for service or warranty inquiries. The dealer or distributor partner will schedule time with the customer based on the best timing for schedules to complete service work; service calls are expected to be completed in 7 days of contact (via phone call or email). All cases of escalation will be sent to the Government Sales Manager at E-Z-GO/Cushman.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We would like to offer our full lineup of E-Z-GO and Cushman products to all Sourcewell participating agencies in the Unites States. With our expanding internal focus and strategic growth in the Public Sector space through cooperatives such as Sourcewell, we believe that our ability to provide these products would add additional value to all participating agencies. This can be seen in the addition of our factory sales representatives and they regional strategies and growth alongside our dealer and distributor channel.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our current focus of growth is the Canadian market. This can be seen with our growing number of distributor and dealer partners across the country. While we do not have full coverage currently, we are willing provide products and service across the market.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Through the proposed agreement, we will not be fully serving the following markets: - Alaska - Canada	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We will be able to provide our solutions and service to all Participating Entities in the continental United States and the state of Hawaii. Currently, we will not be able to provide full access to our solutions and service in the state of Alaska due to dealer and distributor coverage.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The current restrictions for our solutions to participating entities include Alaska as we do not have a dealer/distributor presence within the state. We will be able to provide full products and services to the state of Hawaii as we have dealer presence. For U.S. Territories, we do have dealer representation in Guam, Puerto Rico, U.S. Virgin Islands. These distributor partners can be found on the dealer locator: https://ezgo/txtsv.com/international-distributors	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we will extend terms to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy for promoting Sourcewell is to ensure that information about our contract opportunity is readily available on both our E-Z-GO and Cushman websites. We have also created marketing materials such as flyers and pamphlets that readily promote our cooperative participation. We utilize our social media accounts to promote our products to end customers. These can be found in the below links: - https://www.facebook.com/EZGOVehicles/ - https://www/facebook.com/CushmanVehicles/following - https://www.instagram.com/ezgovehicles - https://www.instagram.com/cushman_vehicles - https://www.twitter.com/ezgovehicles - https://www.twitter.com/CushmanVehicles - https://www.linkedin.com/showcase/ezgovehicles - https://www.linkedin.com/showcase/cushman-utility-vehicles In addition to our social media and digital marketing plans, we have heavily invested in our presence at local and national Public Sector focused trade shows and regional events. We would represent this opportunity by including specific literature and other materials to customers. Additionally, we have created a partnership with National Cooperative Procurement Partners.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	E-Z-GO and Cushman supports our digital marketing decisions by tracking digital metrics through our websites and our social media platforms. Currently our social media platforms for both the E-Z-GO and Cushman brands are Facebook, X, Instagram, LinkedIn, and YouTube. We use a lead generation tool called Rollick that can be accessed through our "Request a Quote" tool on the E-Z-GO and Cushman websites. Rollick categorizes specific customer demographics to better understand what customers are purchasing. Additionally, we use email marketing for current customers to ensure they are receiving up-to-date information as they move through the purchasing process.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We believe that Sourcewell's role will be highlighting the ease of use and benefits with the cooperative contract to participating partners. Additionally, ensuring that this information is readily available to Sourcewell members who may seek out products listed in this RFP. We would continue training our internal sales and distributor/dealer outside sales representatives on the contract specifications. This will help us in the promotion of our contract to all participating customers. Additionally, we would like to create further marketing materials that can be utilized throughout the sales process.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently, we do not offer an e-procurement solution for ordering new vehicles. These will be submitted through the distributor/dealer point-of-contact or factory sales representatives. The government sales manager will be included in the process for ordering. For all parts and accessories order, we do offer an e-procurement solution through the following web address: https://ezgo.txtsv.com/personal/parts-accessories. These will be sent directly from our parts ordering site to the parts department. We offer NET 30 payments or via credit cards in the portal. If applicable, a tax exemption from the customer can be provided and attached to the order.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Upon delivery of the product, our distributor/dealer partners will complete a operator training of the basic items on the golf or utility cart. This will include a walk around of safety and operational items, a maintenance overview (Owner and Operator manuals), and an Owner's Guide will be provided for each unit received. The below links will provide further information on digital operator guides for both E-Z-GO and Cushman: https://ezgo.txtsv.com/personal/owners/owners-manuals https://www.cushman.txtsv.com/owners/find-manual Safety Videos are also available in our YouTube channel: https://www.youtube.com/@CushmanCommunications/video For further information or additional training, our team can be notified and schedule additional follow-up.	*
42	Describe any technological advances that your proposed Solutions offer.	E-Z-GO and Cushman are the market leaders when it comes to advancements in product engineering. With our ELiTE lithium technology, AC Drive powertrain, and EX-1 gas engine, we are pushing the boundaries for our golf and utility platforms. Lastly, our investment in our PACE Technology brand, a fully integrated software platform, has allowed for more efficient and safer use of our golf and utility carts in the golf and commercial/government industries. - ELiTE Lithium: Zero maintenance, faster and more efficient charge, lower cost of ownership, 5-year battery warranty, better for turf due to lower vehicle weight. - AC Powertrain - Increased Efficiency, especially when it comes to hill climbing ability. - EX-I Gas Engine - Best in class fuel economy, smooth and quiet ride, with more responsive acceleration. - PACE Technology - Optimizes operations by allowing full analysis on travel time, cart paths, cart user data and tracking. Additionally, our technology offers diagnostics of the vehicle. In commercial setting, PACE has the ability to be used as a advertising platform, interactive experiences, geofencing options to reduce carts leaving a designated area (i.e., keep in/out, speed reductions for safety, messaging from administration, etc.)	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	We have partnered with Samsung to create our industry leading ELiTE Lithium battery. This battery technology reduces charge time and takes half the out-of-wall energy as a lead-acid golf cart. In addition, our EX1 gas engine provides best-in-class fuel economy and produces the lowest emissions of any golf car on the market. With both drivetrains – one of our marketing objectives is to communicate the "green" benefits to end customers and utilize these as a key feature. Additionally, our 2023 TSV Sustainability Report with further information on our green initiatives is uploaded to the documents section.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Through our owned PACE Technology, we now have further capabilities of seeing golf and utility vehicle usage, milage accumulation, number of hours running, cart path, and efficiency. This allows customers to understand the usage of their golf and utility assets to ensure full efficiency or reduction needs to meet sustainability goals.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	E-Z-GO is the market leader in the golf cart and utility vehicles industry. With our proven ELiTE lithium batteries (partnered with Samsung), we can provide end users with a zero-maintenance solution that allows for opportunity charging when you need it the most. With the reduction in weigh due to the compact size of the battery, this allows for less damage to turf surfaces in all applications. Additionally, we offer our EX-1 gas engine that has best in-class fuel economy. Our Custom Solutions team has the capability to create a wide range of customized vehicles including specialty builds such as ADA wheelchair carts, ambulance utility vehicles, etc. Alongside our wide variety of product offerings, we have trustworthy dealers and distributors partners that will be there to support all customer needs. These attributes make E-Z-GO/Cushman a trusted partner for Sourcewell members.	*
46	Describe any safety features your products have such as seat belts, rollover protection, brake lights, stability control, emergency shutoff, etc.	We offer a variety of safety features that are either standard production items or can be added by our Custom Solutions department. A few of these options include seat belts, headlights, brake lights/taillights/turn signals, rear-view mirrors, left and right mirrors, horn, backup alarm, operator presence switch, slow moving vehicle sign, battery disconnect and lockout, fire extinguisher, back up camera, etc.	

47	Are your products equipped with GPS or telematics features or other route optimization options?	All E-Z-GO and Cushman models are compatible with our internal Pace Technology GPS and telematics offerings. These are not currently standard on all vehicles but is an option for Sourcewell customers. This includes a screenless option called the Shield model or a 7” and 10” enhanced graphics screen. Pace Technology allows for customers to view golf and utility vehicle usage, milage accumulation, number of hours running, cart path, and efficiency. Additionally, Pace Technology offers additional safety features such as weather alerts, speed limit zones, pin code screen-based access, RFID readers, etc. Further information can be found at the following links: https://ezgo.txtsv.com/fleet/why-e-z-go/pace-technology https://www.cushman.txtsv.com/pace-technology
48	Describe how your products positively contribute to environmental concerns such as air pollution.	With our ELiTE lithium electric product lineup that spans across our E-Z-GO and Cushman, customers are actively choosing the alternative electric option that produces zero tailpipe emissions. Additionally, Textron Specialized Vehicles is dedicated to making a positive impact on the environment outside of just our product offerings. This has been achieved through reduction of GHG emissions and a focus on a sustainable supply chain. Further information can be found in the 2023 TSV Sustainability Report attached in the Documents section.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	
50		Minority Business Enterprise (MBE)	○ Yes ◉ No	
51		Women Business Enterprise (WBE)	○ Yes ◉ No	
52		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	
53		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	
54		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	
55		Small Business Enterprise (SBE)	○ Yes ◉ No	
56		Small Disadvantaged Business (SDB)	○ Yes ◉ No	
57		Women-Owned Small Business (WOSB)	○ Yes ◉ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *

58	Describe your payment terms and accepted payment methods.	Our payments terms are Net 30. We accept ACH payments, checks, and credit card payments.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Our commercial financing partner, Wells Fargo, has financing option that are available for both educational and governmental agencies. E-Z-GO has a designated Wells Fargo representative who works with end customers on financing documentation processes and procedures.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	At the time of transaction documents, we will provide an order form similar or equivalent to the attached that will show the selected golf or utility vehicle, warranty statement for the given vehicle, contract information, and signature authentication.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we do accept P-card procurement payment at no additional cost to the Sourcewell participating entity. The participating entity will need to state they are using the P-card prior to placing their order to ensure correct payment is marked.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model has been outlined in the documents upload section. We are proposing a discount off list price/MSRP that is a national pricing structure. All pricing to Sourcewell participating entities is not to exceed. This will be monitored and audited to ensure compliance with the pricing structure.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our proposed discount is discount off list price/MSRP for both the base vehicle and all listed corresponding accessories. This discount is as followed: - EZGO Expresses (EFI Gas) - 25% off MSRP - EZGO Expresses (ELiTE lithium) – 10% off MSRP - EZGO Liberty (ELiTE lithium) – 10% off MSRP - EZGO Liberty LSV (ELiTE lithium) – 10% off MSRP - EZGO RXV's (EFI Gas) - 25% off MSRP - EZGO RXV's (ELiTE lithium) – 10% off MSRP - EZGO Valors - 10% off MSRP - Cushman Shuttles (EFI Gas) - 25% off MSRP - Cushman Haulers (EFI Gas) - 25% off MSRP - Cushman Haulers ELiTE (ELiTE lithium) - 10% off MSRP - Cushman Shuttles ELiTE (Lithium) - 10% off MSRP - Cushman Tour LSV (ELiTE lithium) – 10% off MSRP - Cushman Hauler LSV (ELiTE lithium) – 10% off MSRP - Cushman Industrial Vehicles (Minute Miser, Stock Chaser, Tug 8K, and Titan XD 2 & 4-Passenger) - 10% off MSRP	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Our contract pricing is very competitive in the marketplace. No additional rebate program will be offered. In the case of an opportunity with higher quantities or competitive landscape, we will take an additional discount percentage into consideration. This will be considered on a case-by-case basis.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All our base vehicles and corresponding listed accessories will have a set discount off list price/MSRP. We will not be sourcing other products that would be considered or referred to as open market or non-standard options.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The only item that will be listed as "open market" will be local distributor/dealer predelivery inspection, setup, and local delivery. This rate is determined by the dealer/distributor and will be added to the quotation provided. The rate will be determined on the extensiveness of setup/delivery but will be fair and reasonable.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight per unit will be an additional cost to the Sourcewell participating entity. Our freight rates are determined by the model of the vehicle and the state that it is shipping to. The current freight matrix for the United States and Canada is attached in the documents section for further review.	*

68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The published freight rate for each model and providence in Canada have been attached in the documents section. Our freight rates for Alaska and Hawaii are separate freight quotes from third-party logistic vendors. During the quotation process, the rate will be provided, and shipment will be arranged to the final destination. Please note, our distributor/dealer presence in Alaska is limited.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The published freight rate matrix attached in the document section is what we primarily work off. For all shipments to other countries, outside of Canada, we can arrange shipment to a freight forwarder in the United Staes. At the point of pickup from the freight forwarder, the customer will be invoiced for the product purchases and any damages would be at the customer's expense.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	As current contract holders, we will continue to send over our quarterly sales reporting to Sourcewell with all details specified. This will be sent from our internal point-of-contact after reviewing all documents submitted and verifying each sale. To ensure compliance is met for all Sourcewell customer sales, we run all sales through several checkpoints to ensure pricing is in alignment with contract specifications. At the time of ordering, the order is keyed internally with our SAP production system and specified as a "Sourcewell" contract sales. Once completed, this order will be tied to a sales order number and a serial number(s) within SAP and Salesforce to ensure easy access to each order. Details tied to this order include the customer's name, bill-to and ship-to addresses, Sourcewell member number, dollar amount of the sale, customer purchase order number, a copy of the quote, shipment information, and final proof of delivery. Should any further information or order details be needed by Sourcewell, we are able to provide.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	To ensure we have success with the Sourcewell contract, we would monitor the following internal metrics: Sales Volume, Model Types Sold, Subcategory of Sourcewell customer sold-to (i.e., K-12, Higher Education, etc.), and Sales Velocity. Currently, we complete internal audits with our Sourcewell contract to ensure we are meeting the sales goals set at the beginning of each year.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Textron E-Z-GO LLC proposes a 2.5% administrative fee on sales utilizing the Sourcewell Contract.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing proposed for the Sourcewell contract is as good as pricing offered to other cooperatives and state contracts.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	We will be offering golf cars, utility vehicles, low-speed vehicles, personal transportation vehicles, beverage vehicles, and industrial vehicles. All models listed under both the E-Z-GO and Cushman brands will be available to Sourcewell customers. The below links will include further information and specifications on the full product offerings for E-Z-GO and Cushman: https://www.cushman.txtsv.com https://www.ezgo.txtsv.com	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	With our extensive offerings of Custom Solutions, we can reconfigure our golf car and utility platforms to meet customer needs. The following subcategories cover most offerings: golf course carts, utility vehicles, utility task vehicles, passenger shuttles, burden carriers, EMS ambulance carts, ADA wheelchair carts, welding vehicles, tuggers, parking enforcement cars, security cars, parts pickers, food and beverage solutions, range pickers, campus vehicles. Our Custom Solutions teams are able to add additional features to these subcategories to include safety features such as strobe lights, pedestrian warning lights, mounted fire extinguishers, PA systems, etc.	*
76	Identify the engine types available for your products (e.g. gasoline, diesel, CNG, propane, hybrid, electric etc.)	Our engine types currently available include electric and gasoline.	

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles , golf carts, low-speed vehicles (LSV)	◉ Yes ○ No	Cushman Shuttles, Cushman Haulers, Cushman LSVs, E-Z-GO Expresses, E-Z-GO Expresses, E-Z-GO LSVs, E-Z-GO RXV, E-Z-GO Valor, E-Z-GO Liberty	*
78	Parking enforcement, patrol and EMS solutions	◉ Yes ○ No	Parking Enforcement: Cushman Hauler with optional fully-enclosed cab. Patrol and EMS Solutions: Custom Solution package available for the Cushman Shuttle 2 model and Titan XD model	*
79	Passenger shuttles, burden carriers, tow tractors, baggage trucks	◉ Yes ○ No	Passenger Shuttles: Cushman Shuttles, E-Z-GO Expresses Burden Carriers: Cushman Industrial (Titan XD)	*
80	Side–by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles	○ Yes ◉ No	Not Applicable.	*
81	Food and beverage solutions, athletic and campus-use vehicles	◉ Yes ○ No	Food and Beverage Solutions: Cushman Refresher models Athletic and Campus-Use Vehicles: All Cushman and E-Z-GO models.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - MY25 MSRP Price Pages - Sourcewell.pdf - Wednesday September 04, 2024 22:53:52
- Financial Strength and Stability - Textron 10K [Reduced] & Explanation Letter - Financial Statements.zip - Thursday September 05, 2024 08:44:31
- Marketing Plan/Samples - Cushman Tri-Fold Brochure Example.pdf - Wednesday September 04, 2024 22:50:01
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Sourcewell Order Form Examples.zip - Thursday September 05, 2024 22:58:21
- Requested Exceptions - Sourcewell RFP Redlines E-Z-GO.pdf - Monday September 09, 2024 12:19:43
- Upload Additional Document - 2023 TSV Sustainability Report.pdf - Wednesday September 04, 2024 22:49:37
- Additional Document - E-Z-GO and Cushman Freight_Rates - Updated JAN24.pdf - Thursday September 05, 2024 13:53:11

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Rocco Sica, Vice President, General Counsel, Textron E-Z-GO LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 3 Utility Transport Golf Vehicles RFP 091024 Wed August 21 2024 02:38 PM	☑	1
Addendum 2 Utility Transport Golf Vehicles RFP 091024 Tue August 13 2024 01:08 PM	☑	1
Addendum 1 Utility Transport Golf Vehicles RFP 091024 Wed July 24 2024 09:44 AM	☑	1

2025 E-Z-GO & CUSHMAN SOURCEWELL

PRICING DISCOUNT

Cushman

Model #	Model Description	Discount off MSRP (Vehicle & Accessories)
10026710G01	Hauler 800 Gas	25%
10027216	Hauler 800 ELiTE 2.0	10%
10026715G01	Hauler 800X Gas	25%
10027217	Hauler 800X ELiTE 2.0	10%
10026724G01	Hauler 1200 Gas	25%
10026726G01	Hauler 1200X Gas	25%
10002070	Hauler Pro ELiTE	10%
10002071	Hauler ProX ELiTE	10%
628520	Cushman Minute Miser	10%
628521	Cushman Stock Chaser	10%
671548	Cushman Titan "XD" 2 Passenger - 48 Volt	10%
671549	Cushman Titan "XD" 4 Passenger - 48 Volt	10%
662554	AC Tug	10%
10019681G01	Hauler XL ELiTE (Lithium)	10%
10020396G01	Hauler XL Gas	25%
10027218	Shuttle 4 ELiTE (Lithium)	10%
10027166	Shuttle 4 Gas	25%
10027219	Shuttle 6 ELiTE (Lithium)	10%
10027173	Shuttle 6 Gas	25%
10002813	Shuttle 2+2 ELiTE (Lithium) 18" Tires	10%
10002814	Shuttle 2+2 ELiTE (Lithium) 20" Tires	10%
10026722	Shuttle 2+2 Gas 18" Tires	25%
10026723	Shuttle 2+2 Gas 20" Tires	25%
10038320	Shuttle 8 (Lithium)	10%
10027180	Shuttle 8 Gas	25%
666485G01	Truckster XD Gas 2WD	25%
666486G01	Truckster XD Gas 4WD	25%
666489G01	Truckster XD Diesel 2WD	25%
666490G01	Truckster XD Diesel 4WD	25%
10027126G01	Refresher Oasis Gas	25%
10005741	Refresher Oasis ELiTE (Lithium)	10%
10042545	Tour LSV ELiTE	10%
10036647	Hauler Pro LSV ELiTE	10%
10020408G01	Hauler XL LSV ELiTE	10%

E-Z-GO

Model #	Model Description	Discount off MSRP/List (Vehicle & Accessories)
10026552G01	RXV Gas - Fleet Car	25%
10002915	RXV Electric ELiTE	10%
10026553G01	RXV Freedom Gas	25%
10026554G01	RXV Freedom Gas (4 Seater)	25%
10002918	RXV Freedom Electric ELiTE (4 Seater)	10%
10108354G01	RXV 4 Touring ELiTE	10%
10108355G01	RXV 4 Summit ELiTE	10%
10002916	RXV Freedom Electric ELiTE	10%
10026557G01	RXV Valor Gas	10%
10026561G01	RXV Valor 4 Gas	10%
10048029G01	RXV Valor Electric	10%
10048028G01	RXV Valor 4 Electric	10%
10048028G01	Valor 6 Electric	10%
10013946	Liberty	10%
10027208	Express 2 ELiTE (Lithium)	10%
10072337	Express 4 Gas	25%
10072489	Express 4 ELiTE (Lithium)	10%
10026542	Express 6 Gas	25%
10027214	Express 6 ELiTE (Lithium)	10%
10033348	Liberty LSV	10%