

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13C
DATE 12/12/11

Meeting Date: December 12, 2011

Public Hearing ___ Ordinance ___ Resolution ___ Motion X

Item: 20110084 – Lease or Purchase of 140 Dell Latitude E6420 XFR Laptops for PSL Police Department

Recommended Action:

Approval to enter into a 36 month Master Lease with Dell Financial Services L.L.C. for 140 Dell Latitude E6420 XFR Laptops, at a total cost of **\$475,797.87** to be paid in three (3) annual installments of **\$158,599.29** each.

Exhibits: Department memo attached [] yes [] no
Finance Department memo attached.
Copies of the Bid tabulation Report, Specifications, and the submitted Bid Reply Sheet.

Summary Explanation/Background Information:

OMB solicited sealed bids to replace the PD laptops, which have reached the end of their useful life. Bids were solicited for options to (a) lease; (b) direct purchase; or (c) purchase plus finance. Two responses were received: (1) Dell Marketing L.P. which submitted responses to all three options; and (2) T.D. Equipment Finance, Inc. for option (c) to purchase plus finance. Following review by OMB, Finance and PD, the option to lease provides the best value for the City. The Lease Agreement is subject to approval by the legal department.

Purchase (X) is a replacement

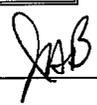
Purchase (X) was budgeted

Annual Expenditure: **\$158,599.29**

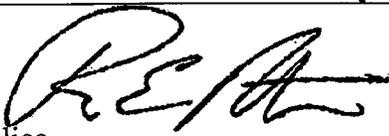
Department requests expenditure from the following:

Fund	001	General Fund
Cost Center	2105	Operational Support Service
Object Code	5443	Rental/Lease of Equipment
Project	00000	N/A

Director of OMB concurs with award: 

City Manager concurs with award: 

Submitted by:



Title: Chief of Police

Date Submitted: December 6, 2011

RECEIVED

DEC 06 2011

City Manager's Office



Port St. Lucie Police Department

memorandum

To : Dave Pollard
Director, OMB

From : Brian E. Reuther
Chief of Police

Subject : Recommendation for lease of Dell laptops for
patrol officers

Date : December 5, 2011

Per our conversation, the Police Department respectfully submits the three-year lease of 140 Dell E6420 XFR with SSD hard drives with power adaptors (or the current equivalent model) from Dell Marketing L.P. pursuant to the response to sealed bid #20110084. These units replace the obsolete units still in use by road patrol officers. The lease provides very good terms to the city, is less costly over time than a purchase, and is inclusive of all maintenance costs, allowing us to be under budget in the current fiscal year and providing current and future cost advantages.

The current laptops in use are unable to operate the software necessary to meet the county-wide transition to a new computer aided dispatch (CAD), records management (RMS) and mobile data system that is currently in the initial installation stages. The new laptops will also be able to meet new security requirements from the state and federal law enforcement information systems.

The lease payments are \$158,599.29 per year over the three year term for a total of \$475,797.87. The direct purchase price for these units is currently \$521,794.00. Three years is the effective useful life of these road patrol laptops due to the nature and environment of their use.

Should this meet with the City Manager's approval, I ask this be forwarded to the Clerk's Office to be placed on City Council's Meeting Agenda for December 12, 2011.

BER/jk

C: Major Gary Robinson
Major Scott Bartal
Administrator Bill May
Administrator Abe Alvarez



"A City for All Ages"

CITY OF PORT ST. LUCIE



FINANCE DEPARTMENT
MARCIA DEDERT, FINANCE DIRECTOR/TREASURER



Memorandum

TO: Dave Pollard, CGFO, Budget Director

From: Marcia Dedert, CPA, CGFO, Finance Director/ Treasurer 

Date: December 5, 2011

RE: Lease/Purchase 140 Dell Laptops

I have reviewed the bid options presented in City Contract #20110084 for the purchase versus leasing 140 dell laptops for the police department. In the options presented, it appears the best price per computer is with option 1 the lease program. I could not find any buy purchase option at the end of the lease and finance will consider this a rental lease. Therefore, we will not be listing the computers as assets of the City and the police department must keep their inventory listing.

Finance has no objections to leasing the 140 dell laptop computers.

"KEEP PORT ST. LUCIE BEAUTIFUL"

BID ADDENDUM #1

BID # 20110084

Addendum Date: October 18, 2011

Lease or Purchase of 140 Dell Latitude E6400XFR Laptop Computers

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid to be accepted.

Please make the following changes/modifications to the subject bid:

Questions and Answers

Question #1: In reviewing your RFQ the Laptop requested is going end of life and chances are will not be available at time of your upcoming purchase. I have included in this email 2 other configurations:

One unit has price parity with requested E6400 XFR unit yet features higher speed processor. The other costs a bit more and includes a 128GB Solid State Drive and higher speed processor.

Could you please change the required specifications?

Answer #1: Required Specifications **will not** be changed; however, Bidders may submit newer or different models as long as they are Dell products that meet or exceed the specifications for the E6400 XFR model. Please use separate page(s) for submittal of alternative equipment.

Sample items for testing, when requested, must be furnished, free of expense to the City. See section 2.3 Samples of the bid package.

Question #2: If a Bank is only going to submit a lease program bid must the bank provide a check for 5% of the \$616,000.00?

Answer #2: If bidding on option 1, lease only, no bid bond is required.

Question #3: Will a corporate seal approval be needed if a Bank is only providing lease financing option only?

Answer #3: The corporate seal is shown on the signature page of the sample contract included in the bid package, which will not be used for the financing portion. Anyone bidding on the financing is required to submit their *form lease contract* with the bid.

Question #4: Please let me know if we could also have the Budget for 2010-2011 and 2011-2012.

Answer #4: This equipment is not budgeted but funds are available.

NOTE: The bid opening date is unchanged.



"A City for All Ages"



CITY OF PORT ST. LUCIE

Sealed Bid #20110084

Lease or Purchase of 140 Dell Latitude E6400XFR Laptop Computers

Prepared By:
Helen Quintana, CPPB
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5221 Ph.
hquintana@cityofpsl.com

INVITATION TO BID

Sealed Bid #20110084 for Lease or Purchase of 140 Dell Latitude E6400XFR Laptop Computers will be received by the Office of Management and Budget of the City of Port St. Lucie no later than 3:00 P.M. on November 2, 2011.

All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be accepted or considered. It is the sole responsibility of the Bidder to ensure that his or her bid reaches the Office of Management and Budget on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. No exceptions will be made.

This equipment is considered replacement equipment for the City of Port St. Lucie Police Department, Road Patrol Division automobiles. Bidders may submit in one or all of three options: (1) Direct Purchase Plus Lease; (2) Direct Purchase only; (3) Lease only. All submittals for Leasing options shall include a form Lease contract.

The City of Port St. Lucie reserves the right to reject any and all bids, to waive any and all informalities or irregularities, and to accept or reject all or any part of any bid as it may deem to be in the best interest of the citizens of the City.

Each Bidder must deposit with his bid, a bid bond, or bid guaranty, in the amount of five percent (5%) of the bid total, made payable to the City of Port St. Lucie.

Helen Quintana, CPPB
Contract Specialist

CAUTION

Bidders should take caution if United States mail or mail delivery services are utilized for the submission of bids. Internal mail distribution in City Hall frequently does not occur prior to 2:00 pm. It is suggested that you mail your response in adequate time to assure that it will arrive on the day prior to the closing date.

SPECIFICATIONS

#20110084

Lease or Purchase of 140Dell Latitude E6400XFR Laptop Computers

OVERVIEW

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to **Lease or Purchase of 140Dell Latitude E6400XFR Laptop Computers** for the City of Port St. Lucie Police Department Patrol automobiles.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

INTENT

It is the intent of the City to replace outdated laptops in the Police Department Patrol Division automobiles. New equipment specified is *Dell Latitude E6400XFR Laptop Computers*. *No substitutes will be accepted.* Bidders may submit for one or all of the following options:

1. **Lease** of 140 Dell Latitude E6400XFR Laptop Computers (**submit form lease contract**);
2. **Direct Purchase** of Dell Latitude E6400XFR Laptop Computer Package;
3. **Direct Purchase plus Lease Financing** of Dell Latitude E6400XFR Laptop Computers..

1. GENERAL REQUIREMENTS

1.1 Invitation to Bid - All requirements contained in the Invitation to Bid are hereby incorporated in this specification.

1.2 Cost of Preparation of Bid - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

1.3 Examination of Drawings and Contract Documents - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective Bid Reply Sheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the 90 days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform this project with the **Bid Reply Sheet #20110084**. Performance history, financial statements, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days, *if requested*.

1.6 Award of Contract – The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City:

- ◆ Have sufficient financial resources to complete the order.
- ◆ Can meet quoted delivery considering all other business commitments.
- ◆ Has a satisfactory record of performance.
- ◆ Has adequate staffing to fulfill requirements.
- ◆ Has the necessary production, technical equipment and facilities (or ability to readily obtain them).
- ◆ Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- ◆ Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement.
- ◆ The Bidder is qualified and eligible to receive an award under applicable laws and regulations.
- ◆ Has bid within a competitive price range in relation to the needed goods, services or construction.
- ◆ The skill and experience demonstrated by the bidder in performing contracts of a similar nature.
- ◆ The Bidder's past performance with City.
- ◆ Has met all requirements of the solicitation (delivery, quality and price).
- ◆ Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
- ◆ Has met bid security requirements. Lack of security, where required, is a material nonconformity.
- ◆ Price: The element of price is but one of the criteria elements. When considering a proposal: Evaluate the pricing offered by the Bidder; consider lifecycle costing, and depreciation.
- ◆ Determine what proposal provides the best value to the City.
- ◆ City Ordinance 35.12 Local Preference will apply

The award date is the date that City Council executed the motion to award the bid(s) regardless of the date Bidder received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site.

1.7 Variances to Specifications – Specifications are exclusive to Dell Latitude E6400XFR Laptops. No others will be accepted.

1.7.1 Right to Reject -The City reserves the right to waive irregularities, reject and/or accept any and all bids, in whole or in part, to solicit and re-advertise for new bids, abandon the project in its entirety, or take other such action as serves the best interests of the City.

1.7.2 Timeliness of Submittal - All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid reaches the Office of Management and Budget (located on the 3rd Floor, Suite 390, of Building "A") on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence.

1.7.3 Bid Opening Extension – The City reserves the right to extend the bid opening date when no responses or only one (1) response is received. The City will return the received response unopened.

1.7.4 Checklist - Bidders are requested to return the attached Checklist that is contained in the bid package with the Bid Reply Sheet.

1.8 OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

1.9 Submittal of Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the Bid Reply Sheet and any other documentation that is required by this bid. The Bid Reply Sheet should be typed or printed and signed in black ink. The individual signing the bid must initial all changes.

NOTE: Bidders shall submit one (1) unbound original and three (3) copies of the required bid documents. The documents must be returned in an envelope marked with the vendor's name, bid number, title of bid, and date and time of opening on the outside of the envelope. Responses by telephone, telegram or facsimile shall not be accepted.

1.10 Shipping Terms - Bidders shall quote F.O.B. Destination.

1.11 Payment Terms

- **11.1 For Direct Purchase** – Invoices shall be submitted once a month, by the 10th of the month. The amount to be paid by the City to the Contractor is in accordance with the unit prices submitted in the Bid Reply Sheet. Payments will be made within thirty (30) days from receipt of an acceptable invoice unless Contractor has chosen to use the Purchasing Card.

PLEASE NOTE

The City has implemented a **Purchasing Card Program**. The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume 0% discount applies.

Bidders are requested to state on the Bid Reply Sheet #20110084 if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.

1.11.2 For Lease – Payment by the City to the Lessor will be in accordance with the terms submitted on the Bid Reply Sheet, as well as an approved Leasing Agreement. **Bidders shall submit a form lease agreement with their Bid Reply.**

1.12 Execution of Contract or Purchase Order --The Bidder will be required to accept and acknowledge within five (5) days of receipt thereof the terms and conditions of the City's standard Purchase Order. Standard Purchase Order terms and conditions can be accessed through the City's website @cityofpsl.com.

1.13 Subcontracting or Assigning of the Contract – The Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet.

1.14 Time of Award - The City reserves the right to hold bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before making award.

1.15 Public Entity Statement - Section 287.133 of the Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the City:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.” § 287.133(2) (a), Fla. Stat. (2010)

1.15.1 Discrimination – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.16 Tie Bid Statement - Identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

1.17 Cooperative Purchasing Agreement - This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Bidders may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Bidder.

1.18 Material Safety Data Sheets - The Bidder shall provide MSDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All MSDS's shall be of the latest version and comply with 29 CFR 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the bidder in accordance with U.S. Environmental Protection Agency 40-CFR 260-265. The Bidder shall maintain and have readily accessible on-site a complete MSDS book of all chemicals, compounds/mixtures used in the execution of the contract.

1.19 The selected Bidder shall be required to complete a **W-9 Taxpayer Identification Form** provided with the City's contract and return it with the contract and insurance documents.

1.21 Familiarity with Laws - The Bidder is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility. Bidder will submit all proposals in compliance with the 28 C.F.R. § 35.151.

2. SPECIAL REQUIREMENTS

2.1 Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed notwithstanding any representation to the contrary.

2.2 Warranty and Guarantee - All products furnished by the Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Bidder(s) to be free of defects in workmanship and material for a period of not less than 365 days; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

2.2.1 Repair or Replacement - Should any defect appear during this period, the Bidder(s) shall, at their expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within 10 days after receipt of notification from the City of the defect.

2.3 Samples - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Bidder's expense. Request for the return of samples must be made within 30 days following opening of bids. Each individual sample must be labeled with Bidder's name,

bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Office of Management and Budget.

3. SPECIFIC REQUIREMENTS

3.1 Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form, or elsewhere, is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

3.2 Delivery Requirements - Deliveries pursuant to this Contract are to be made to the **City of Port St. Lucie Police Department located at 121 SW Port St. Lucie Blvd., Building "C", Port St. Lucie, FL 34984**. All terms are to be designated for inside delivery. Deliveries are received at this location between the hours of 8:00 a.m. and 3:00 p.m.

3.3 Packing - All material delivered as a result of this order is to be packed in a manner that will insure the materials are not damaged in transit. Articles shall not be combined to create an individual container weight in excess of fifty (50) pounds. The City's purchase order number shall appear on the exterior of each carton, and packing list specifying the quantity and description of each item shipped shall accompany each shipment.

3.4 Description - Listed below are the specifications required as a package:

Base Unit:	Dell Latitude E6400XFR (224-5128)
Processor:	Latitude E6400XFR, Intel Core 2 Duo P8700, with VT, 2.53GHz, 1066MHz 3M L2 Cache, Dual Core (317-0484)
Memory:	4.0GB, DDR2-800 SDRAM, 2 DIMM for Latitude (311-8827)
Keyboard:	Documentation (English) Latitude E-Family/Mobile Precision (330-1652)
Keyboard:	Internal English Backlit Keyboard, Dell Latitude E6400 XFR (330-3643)
Hard Drive:	250GB Hard Drive 9.5MM, 5400RPM Free Fall Sensor, Dell Latitude E6400 XFR (342-2126)
Floppy Disk Drive:	14.1 inch Wide Screen WXGA rugged touchscreen LCD w/Mic Only, Black, for Latitude E6400XFR (320-7950)
Operating System:	Genuine Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks (330-6322)
Operating System:	Genuine Windows 7 Professional, 32-bit, w/ media, Latitude, English (421-1642)
Operating System:	Windows 7 XP Mode, Opti/PWS/Lat/Vost (421-2262)
Modem:	Internal MDC Modem, Dell Latitude E6400XFR (313-7709)
TBU:	90W 3-Pin, AC Adapter for Latitude E-Family (330-0876)
TBU:	US - 3-FT, 3-Pin Flat E-Family Power Cord for Latitude E-Family (330-0879)

CD-ROM or DVD-ROM Drive:	8X DVD+/-RW for Latitude E-Family (313-6513)
CD-ROM or DVD-ROM Drive:	Roxio Creator Starter,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4540)
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 9.5.1,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4822)
Processor Cable:	Dell WLAN 1397 (802.11b/g) 1/2MiniCard for Latitude E/MobilePrecision (430-3085)
Documentation Diskette:	No Intel vPro Technologys advanced management features for Latitude, Mobile Precision (330-0884)
Factory Installed Software:	Resource DVD with Diagnostics and Drivers for Latitude E6400Notebook (330-0895)
Feature	6-Cell/54-WHr Battery, Dell Latitude E6400XFR (312-0896)
Service:	Accidental Damage Service, 3 Year (992-3572)
Service:	Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (993-5898)
Service:	Dell Hardware Limited Warranty Plus Onsite Service Initial Year (993-5957)
Service:	Info, Complete Care Bundle (993-3389)
Service:	Info, Complete Care (988-7689)
Service:	ProSupport : Next Business Day Parts and Labor Onsite Response 2 Year Extended (992-3252)
Service:	ProSupport : Next Business Day Parts and Labor Onsite Response Initial Year (992-7090)
Service:	ProSupport : 7x24 Technical Support , 2 Year Extended (983-7582)
Service:	ProSupport : 7x24 Technical Support , Initial (984-3990)
Dirline:	Keep Your Hard Drive, 3 Year (984-1892)
ACCESSORY	
DE2045-1320 90 Watt DC Power Adapter with Cigarette Configuration Input to Vehicle (A0406008) -	

4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS

4.1 Proposal Guaranty - A Bid Bond, certified check, cashiers check, bank money order, bank draft on any national or state bank, or cash, in a sum of not less than 5% of the amount of the bid, made payable to the "City of Port St. Lucie", shall accompany each proposal as a guaranty that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement will be cause for the rejection of the bid. The Payment and Performance Bonds will be subject to the provisions and limitations of Section 255.05 of the Florida Statutes.

4.2 Return of Proposal Guaranty - After the bids have been reviewed, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgment would not likely be considered in making the award. All other proposal guaranties will be held until the

Purchase Order or leasing agreement has been executed, after which the proposal guaranty will be returned to the respective Bidder's whose proposals they accompanied.

5. INSURANCE REQUIREMENTS – Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder shall maintain insurance coverage reflecting the minimum amounts and conditions required by the City as follows:

5.1 Product Liability - Contractor will be required to carry and show proof of Product Liability insurance with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.

6. ADDITIONAL INFORMATION

6.1 Brand Names The City will **only** accept Dell Latitude E6400XFR Laptops.

6.2 Collusion - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

6.3 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the "Invitation to Bid."

6.4 Bid Information - For information concerning procedures for responding to this bid, contact Helen Quintana, CPPB, Contract Specialist, at (772) 871-5221; e-mail hquintana@cityofpsl.com. Such contact is to be for clarification purposes only. To ensure fair consideration for all Bidders, it must be clearly understood that Mrs. Quintana is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Bidder to **any** City Official or employee evaluating or considering the bids (**up to and including the Mayor and City Council**), prior to the time an award decision has been made.

It is the responsibility of the Bidder to receive any and all bid information and documents. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum by Onvia.com. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the Bid Reply Sheet with the Addendum number and the date of issuance. The City will not be responsible for any interpretation, other than those transmitted by Addendum to the bid, made or given prior to the bid award. The Bidder is responsible for verifying it has received all Bid Addenda.

If you have obtained this document from a source other than directly from the City or from DemandStar by Onvia.com you are not on record as a plan holder. The Office of Management & Budget takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package. The Bidder is responsible for verifying they have received all Bid Addenda.

Bid Reply Sheet
Sealed Bid # 20110084
Lease or Purchase of 140Dell Latitude E6400XFR Laptop Computers

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: () _____ FAX NO. () _____

CONTACT PERSON: _____ E-MAIL: _____

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

 President

 Vice President

 Treasurer

How long in present business: _____ How long at present location: _____

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
 If no, is your company planning to implement such a program? _____

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

4. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

5. BID RESPONSE:

5.1 Bidder will / will not accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

5.3 Bid Reply:

Double click on the table below to access the Excel Spreadsheet.

DIRECT PURCHASE PLUS LEASE PROGRAM							
VENDOR: _____							
Laptop Package Price (minus adapter)	Adapter Unit Price	Total Package Price for 140 Laptops & Adaptors	Total Finance Amount	Payment Frequency	Lease Term (months)	Lease Rate Factor	Lease Payments (in advance)
\$0.00	\$0.00	\$0.00	0.00				\$0.00

Double click on the table below to access the Excel Spreadsheet.

DIRECT PURCHASE PROGRAM		
VENDOR NAME: _____		
Laptop Package Price (minus Adapter)	Adapter Unit Price	Total Package Price 140 Laptops & Adaptors
\$0.00	\$0.00	\$0.00

Double click on the table below to access the Excel Spreadsheet.

LEASE PROGRAM				
LESSOR: _____				
Total Finance Amount based on estimated cost of \$616,000	Payment Frequency	Lease Term (36 months)	Lease Rate Factor	Lease Payments (in advance)
\$0.00				

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

6. **INSURANCE CERTIFICATES LICENSE** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. **CERTIFICATION**

This bid is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

Signature

Date

11. Is Bidder related to any City Employee? _____

10. **Bidder has read and accepts the terms and conditions of the City's standard Purchase Order:**

Signature

Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(seal)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that _____ does:

(Name of Business)

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

STATEMENT OF NO BID

To: City of Port St. Lucie
Office of Management & Budget
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

Bid: #20110084

Bid Title: **Lease or Purchase of 140Dell Latitude E6400XFR Laptop Computers**

We, the undersigned have declined to bid on the subject bid for the following reasons:

- Insufficient time to respond to the Invitation to Bid
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (Explain below).
- We are unable to meet insurance requirements.
- Other (Specify below).

Remarks: _____

Company Name: _____ Telephone: () _____

Division: _____

Address: _____

Signature: _____

Date: _____

CHECKLIST
Bid #20110084

Lease or Purchase of 140Dell Latitude E6400XFR Laptop Computers

Name of Bidder: _____

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

_____ Bid Reply Sheet with proper signature.

_____ Mailing envelope has been addressed to:
City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

_____ Mailing envelope must be sealed and identified on the front with:

- Bidders Name and Address
- Bid Number
- Bid Title
- Bid Opening Date & Time

_____ Drug-Free Workplace Form

_____ All pricing has been mathematically reviewed and all corrections have been initialed.

_____ All price extensions and totals have been thoroughly checked.

_____ Each Bid Addendum (when issued) is acknowledged.

_____ Required W-9 as per Section 1, 1.24.1.

_____ Copy of Insurance Certificate in accordance with Section

_____ Copy or all required licenses and certification

_____ MSDS in accordance with Specifications

_____ One (1) original and three (3) copies of required documents (**NO RINGED BINDERS**)

_____ For Leasing option – has provided a form lease agreement.

_____ Have reviewed and accept all City Terms and Conditions of the Standard Purchase Order.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

From: (512) 728-8179
Mitchell Duncan
Dell Computer
One Dell Way

Origin ID: BSMA



J11201108050225

SHIP TO: (772) 871-5221

BILL SENDER

Office of Management & Budget
City of Port St. Lucie
121 SW PORT ST LUCIE BLVD

PORT ST LUCIE, FL 34984

Ship Date: 31OCT11
ActWgt: 1.0 LB
CAD: 3495532/INET3210

Delivery Address Bar Code

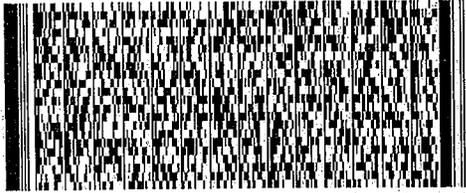


Ref #
Invoice #
PO #
Dept #

TUE - 01 NOV A4
PRIORITY OVERNIGHT

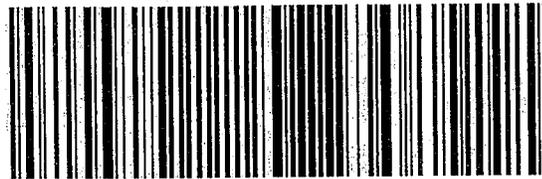
TRK# 7953 5335 9663

0201



XH FPRA

34984
FL-US
PBI



50FG1/A013/F5F4

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.



DO NOT OPEN - Sealed Bid

Dell Marketing L.P.
One Dell Way Round Rock, TX 78681
Bid #: 20110084
Bid Title: Lease or Purchase of 140 Dell Latitude E6400XFR
Laptop Computers
Due: November 2, 2011 @ 3pm

DO NOT OPEN - Sealed Bid

RECEIVED

1 NOV AM 10:00 47s

ORIGINAL



City of Port St. Lucie
Lease or Purchase of 140 Dell Latitude E6400XFR Laptop Computers
Bid# 20110084





Dell Marketing L.P.
One Dell Way
Round Rock, TX 78682, USA

www.dell.com

October 31, 2011

City of Port St. Lucie
1014 Grammont Street
Monroe, LA 71201

Attention: City of Port St. Lucie
Reference: Lease or Purchase of 140 Dell Latitude E6400XFR Laptop Computers Bid # 20110084
Subjects: Enclosure of Dell Response No. 2622596

Dell appreciates the opportunity to provide the City of Port St. Lucie our thorough response to your Request for Lease or Purchase of 140 Dell Latitude E6400XFR Laptop Computers Bid # 20110084. We believe our proposed products and services not only meet your criteria, they provide the best overall computing experience at the lowest total cost.

We are committed to providing cost-effective solutions consistent with your requirements - technology suited to the way you operate and designed to provide excellent performance with lower overall cost of ownership. Dell also offers you a program account team:

- Major Account Manager to ensure overall account satisfaction
- System Consultants to provide a seamless deployment experience
- Technical Sales Representatives to facilitate order management
- Customer Service Representatives to provide post-sale support

Dell's receipt of an Award or Purchase Order for Lease or Purchase of 140 Dell Latitude E6400XFR Laptop Computers Bid # 20110084 from City of Port St. Lucie and subsequent performance in relation to this response shall be governed by and understood to indicate City of Port St. Lucie's acceptance of the Florida, State of, Department of Management Services contract code # 250-040-08-01, Dell contract code #25AAQ. Any terms in Lease or Purchase of 140 Dell Latitude E6400XFR Laptop Computers Bid # 20110084 or on a resulting Purchase Order from City of Port St. Lucie to Dell shall not be applicable.

Should you have any questions regarding this response, please contact me at (888) 977-3355 ext. 7288179 or online at Mitchell_Duncan@Dell.com. Technical questions may be directed to your Sales Representative, Becky Mahon, at 866-537-0706 Ext 5139035 or online at Becky_Mahon@DELL.com. Please refer to Dell Response number 2622596 on all correspondence and orders.

Sincerely,

A handwritten signature in black ink that reads "Mitchell Duncan".

Mitchell Duncan
Regional Proposal Manager
Dell Marketing L.P.

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10 Bid Bond 16



1 Solicitation Documents

City of Port St. Lucie's solicitation documents are enclosed in the following pages.



City of Port St
Lucie_rfp wk v2_Final-



Bid Reply Sheet
Sealed Bid # 20110084
Lease or Purchase of 140Dell Latitude E6400XFR Laptop Computers

1. **COMPANY NAME:** Dell Marketing L.P.

DIVISION OF: Dell Inc

PHYSICAL ADDRESS: One Dell Way, Round Rock TX 78682

MAILING ADDRESS: One Dell Way

CITY, STATE, ZIP CODE: Round Rock, TX 78682

TELEPHONE NUMBER: (512) 728-8179 FAX NO. (877)248-3734

CONTACT PERSON: David Sak E-MAIL: David_Sak@Dell.com

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes No If yes, in what state? Delaware

See provided Management Structure

President

See provided Management Structure

Vice President

See provided Management Structure

Treasurer

How long in present business: 27 years How long at present location: 27 years

Is firm a minority business: Yes No Does firm have a drug-free workplace program: Yes No
 If no, is your company planning to implement such a program? _____

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued
Bid Addendum 1	October 18, 2011

4. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

5. BID RESPONSE:

5.1 Bidder will / will not accept the Purchasing Card (Visa).
 (please circle one)

5.2 Percentage of discount when payment is made with Visa: N/A %

5.3 Bid Reply:

Double click on the table below to access the Excel Spreadsheet.

DIRECT PURCHASE PLUS LEASE PROGRAM							
VENDOR: <u> Dell Marleting L.P. </u>							
Laptop Package Price (minus adapter)	Adapter Unit Price	Total Package Price for 140 Laptops & Adaptors	Total Finance Amount	Payment Frequency	Lease Term (months)	Lease Rate Factor	Lease Payments (in advance)
\$3,630.24	\$0.00	\$3,630.24	\$508,233.60	Annual	36	0.30395	\$154,477.60
\$3,727.10	\$0.00	\$3,727.10	\$521,794.00	Annual	36	0.30395	\$158,599.29

Double click on the table below to access the Excel Spreadsheet.

Laptop Package Price (minus Adapter)	Adapter Unit Price	Total Package Price 140 Laptops & Adaptors
\$3,518.45	\$111.79	\$508,233.60
\$3,615.31	\$111.79	\$521,794.00

Double click on the table below to access the Excel Spreadsheet.

Total Finance Amount based on estimated cost of \$616,000	Payment Frequency	Lease Term (36 months)	Lease Rate Factor	Lease Payments (in advance)
\$616,000.00	Annual	36	0.30395	\$ 187,233.20

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

6. **INSURANCE CERTIFICATES LICENSE** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. **CERTIFICATION**

This bid is submitted by: Name (print) Mitchell B. Duncan / Regional Proposal Manager who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.



10/31/11

Signature

Date

11. Is Bidder related to any City Employee? None to the best of my knowledge

10. **Bidder has read and accepts the terms and conditions of the City's standard Purchase Order:**



Regional Proposal Manager

Signature

Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(seal)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that
Dell Marketing L.P. does:

(Name of Business)

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

10/31/11

Date

CHECKLIST
Bid #20110084

Lease or Purchase of 140 Dell Latitude E6400XFR Laptop Computers

Name of Bidder: Dell Marketing L.P.

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

- Bid Reply Sheet with proper signature.

- Mailing envelope has been addressed to:
 - City of Port St. Lucie
 - Office of Management & Budget
 - 121 SW Port St. Lucie Boulevard
 - Port St. Lucie, FL 34984

- Mailing envelope must be sealed and identified on the front with:
 - Bidders Name and Address
 - Bid Number
 - Bid Title
 - Bid Opening Date & Time

- Drug-Free Workplace Form

- All pricing has been mathematically reviewed and all corrections have been initialed.

- All price extensions and totals have been thoroughly checked.

- Each Bid Addendum (when issued) is acknowledged.

- Required W-9 as per Section 1, 1.24.1.

- Copy of Insurance Certificate in accordance with Section

- n/a Copy or all required licenses and certification

- n/a MSDS in accordance with Specifications

- One (1) original and three (3) copies of required documents (**NO RINGED BINDERS**)

- For Leasing option – has provided a form lease agreement.

- * Have reviewed and accept all City Terms and Conditions of the Standard Purchase Order.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

*Dell's receipt of an Award or Purchase Order for Lease or Purchase of 140 Dell Latitude E6400XFR Laptop Computers Bid # 20110084 from City of Port St. Lucie and subsequent performance in relation to this response shall be governed by and understood to indicate City of Port St. Lucie's acceptance of the Florida, State of, Department of Management Services contract code # 250-040-08-01, Dell contract code #25AAQ. Any terms Lease or Purchase of 140 Dell Latitude E6400XFR Laptop Computers Bid # 20110084 or on a resulting Purchase Order from City of Port St. Lucie to Dell shall not be applicable.

2 Proposed Quotation

2.1 Dell Latitude E6420 XFR

QUOTE #: 601249985

Customer #: 92236685

Contract #: WN05ACA

Customer Agreement #: 250WSCA10ACS;B27160

Quote Date: 10/20/11

Date: 10/31/11
10:07:14 AM

Customer Name: PORT SAINT LUCIE POLICE
DEPT

TOTAL QUOTE AMOUNT:	\$508,233.60		
Product Subtotal:	\$508,233.60		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP:	QUANTITY:	SYSTEM PRICE:	GROUP TOTAL:
1	140	\$3,518.45	\$492,583.00
Base Unit:	Dell Latitude E6420 XFR (225-0809)		
Processor:	Intel Core i7-2620M, 2.70GHz, 4MB Cache, Dell Latitude E6X20 (317-5996)		
Memory:	4.0GB, DDR3-1333MHz SDRAM, 2 DIMM, Dell Latitude (317-6239)		
Keyboard:	Internal English Backlit Keyboard, Red, Dell Latitude E6420 XFR (331-2135)		
Keyboard:	Quick Reference Guide, English, Dell Latitude E6420 XFR (331-2141)		
Keyboard:	Documentation (English/French), Dell Latitude E-Family/Mobile Precision (331-2169)		
Video Card:	Intel HD Graphics 3000 without Fingerprint and Contactless Smartcard Reader, Dell Latitude E6420 XFR (318-0663)		
Hard Drive:	250GB Hard Drive 7200RPM, Dell Latitude E6420 XFR (342-2787)		
Floppy Disk Drive:	14.0 inch HD (1366x768) Outdoor Viewable with Direct View Touchscreen and Mic only (320-2237)		
Operating System:	Genuine Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks (330-6322)		
Operating System:	Genuine Windows 7 Professional, 32-bit, with Media, Latitude, English (421-8052)		
Operating System:	Windows 7 XP Mode, Opti/PWS/Lat/Vost (421-2262)		
TBU:	90W 3-Pin, AC Adapter, Dell Latitude E (331-1719)		
TBU:	US - 3 foot Flat Power Cord, Dell Latitude (330-4016)		
CD-ROM or DVD-ROM Drive:	8X DVD+/-RW, Dell Latitude E (318-0330)		



CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 9.5.1,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4822)
CD-ROM or DVD-ROM Drive:	Roxio Creator Starter,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4540)
CD-ROM or DVD-ROM Drive:	8X DVD+/-RW Bezel, Dell Latitude E6420 XFR (318-0712)
Sound Card:	No RF-Pass-Thru, Latitude E6420 XFR (331-2218)
Processor Cable:	Dell WLAN 1501 (802.11b/g/n) 1/2 MiniCard, Dell Latitude E (430-3973)
Documentation Diskette:	No Intel vPro Technology Advanced Management Features, Dell Latitude E6X20 (331-1226)
Bundled Software:	No Productivity Software,Dell OptiPlex,Precision and Latitude (421-3872)
Feature	6-Cell (60WH) Primary Lithium Ion Battery for Latitude E6420 XFR (312-1214)
Service:	Dell Limited Hardware Warranty Plus Service Extended Year(s) (935-8968)
Service:	Dell Limited Hardware Warranty Plus Service Initial Year (931-4567)
Service:	ProSupport: Next Business Day Limited Onsite Service After Remote Diagnosis 2 Year Extended (951-0782)
Service:	ProSupport: Next Business Day Limited Onsite Service After Remote Diagnosis Initial Year (954-7200)
Service:	CompleteCare Accidental Damage Protection, 3 Year (951-0902)
Service:	Info, Complete Care Bundle (993-3389)
Service:	Info, Complete Care (988-7689)
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-5 (989-3449)
Service:	ProSupport : 7x24 Technical Support, 2 Year Extended (953-5132)
Service:	ProSupport : 7x24 Technical Support, Initial (956-5210)
Dirline:	Keep Your Hard Drive, 3 Year (984-1892)
Misc:	Resource DVD with Drivers, Dell Latitude E6420 XFR (318-1028)
Misc:	CFI,Integration Fee,Order Ready,Prowc (365-0531)
Misc:	Energy Star Enabled/E-PEAT/Gold, Latitude E6420/ATG (331-1931)
	Intel Core i7 Processor (331-1640)

SOFTWARE & ACCESSORIES

Product	Quantity	Unit Price	Total
DE2045-1320 90 Watt DC Power Adapter with Cigarette Configuration Input to Vehicle (A0406008)	140	\$111.79	\$15,650.60

Number of S & A Items: 1

S&A Total Amount:
\$15,650.60



2.1 Dell Latitude E6420 XFR w/SSD Hard Drive

QUOTE #: 601250249

Customer #: 92236685

Contract #: WN05ACA

Customer Agreement #: 250WSCA10ACS;B27160

Quote Date: 10/20/11

**Date: 10/31/11
10:07:13 AM**

**Customer Name: PORT SAINT LUCIE POLICE
DEPT**

TOTAL QUOTE AMOUNT:	\$521,794.00		
Product Subtotal:	\$521,794.00		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP:	QUANTITY:	SYSTEM PRICE:	GROUP TOTAL:
1	140	\$3,615.31	\$506,143.40
Base Unit:	Dell Latitude E6420 XFR (225-0809)		
Processor:	Intel Core i7-2620M, 2.70GHz, 4MB Cache, Dell Latitude E6X20 (317-5996)		
Memory:	4.0GB, DDR3-1333MHz SDRAM, 2 DIMM, Dell Latitude (317-6239)		
Keyboard:	Internal English Backlit Keyboard, Red, Dell Latitude E6420 XFR (331-2135)		
Keyboard:	Quick Reference Guide, English, Dell Latitude E6420 XFR (331-2141)		
Keyboard:	Documentation (English/French), Dell Latitude E-Family/Mobile Precision (331-2169)		
Video Card:	Intel HD Graphics 3000 without Fingerprint and Contactless Smartcard Reader, Dell Latitude E6420 XFR (318-0663)		
Hard Drive:	128GB Dell Mobility Solid State Drive, 2.7MM, Dell Latitude E6420 XFR (342-2577)		
Floppy Disk Drive:	14.0 inch HD (1366x768) Outdoor Viewable with Direct View Touchscreen and Mic only (320-2237)		
Operating System:	Genuine Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks (330-6322)		
Operating System:	Genuine Windows 7 Professional, 32-bit, with Media, Latitude, English (421-8052)		
Operating System:	Windows 7 XP Mode, Opti/PWS/Lat/Vost (421-2262)		
TBU:	90W 3-Pin, AC Adapter, Dell Latitude E (331-1719)		
TBU:	US - 3 foot Flat Power Cord, Dell Latitude (330-4016)		
CD-ROM or DVD-ROM Drive:	8X DVD+/-RW, Dell Latitude E (318-0330)		
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 9.5.1, Media, Dell OptiPlex, Latitude and Precision		



	Workstation (421-4822)
CD-ROM or DVD-ROM Drive:	Roxio Creator Starter,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4540)
CD-ROM or DVD-ROM Drive:	8X DVD+/-RW Bezel, Dell Latitude E6420 XFR (318-0712)
Sound Card:	No RF-Pass-Thru, Latitude E6420 XFR (331-2218)
Processor Cable:	Dell WLAN 1501 (802.11b/g/n) 1/2 MiniCard, Dell Latitude E (430-3973)
Documentation Diskette:	No Intel vPro Technology Advanced Management Features, Dell Latitude E6X20 (331-1226)
Bundled Software:	No Productivity Software,Dell OptiPlex,Precision and Latitude (421-3872)
Feature	6-Cell (60WH) Primary Lithium Ion Battery for Latitude E6420 XFR (312-1214)
Service:	Dell Limited Hardware Warranty Plus Service Extended Year(s) (935-8968)
Service:	Dell Limited Hardware Warranty Plus Service Initial Year (931-4567)
Service:	ProSupport: Next Business Day Limited Onsite Service After Remote Diagnosis 2 Year Extended (951-0782)
Service:	ProSupport: Next Business Day Limited Onsite Service After Remote Diagnosis Initial Year (954-7200)
Service:	CompleteCare Accidental Damage Protection, 3 Year (951-0902)
Service:	Info, Complete Care Bundle (993-3389)
Service:	Info, Complete Care (988-7689)
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-5 (989-3449)
Service:	ProSupport : 7x24 Technical Support, 2 Year Extended (953-5132)
Service:	ProSupport : 7x24 Technical Support, Initial (956-5210)
Dirline:	Keep Your Hard Drive, 3 Year (984-1892)
Misc:	Resource DVD with Drivers, Dell Latitude E6420 XFR (318-1028)
Misc:	CFI,Integration Fee,Order Ready,Prowc (365-0531)
Misc:	Energy Star Enabled/E-PEAT/Gold, Latitude E6420/ATG (331-1931)
	Intel Core i7 Processor (331-1640)

SOFTWARE & ACCESSORIES

Product	Quantity	Unit Price	Total
DE2045-1320 90 Watt DC Power Adapter with Cigarette Configuration Input to Vehicle (A0406008)	140	\$111.79	\$15,650.60
Number of S & A Items: 1		S&A Total Amount: \$15,650.60	



Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Dell Marketing LP

Business name, if different from above

Check appropriate box: Individual/sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
C/O Dell USA LP P. O. Box 910916

City, state, and ZIP code
Pasadena, CA 91110-910916

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

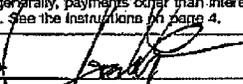
Social security number : : :	OR Employer identification number 74 2616805
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must check out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here:  Date: **1-5-11**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



4 Dell Management Structure

Dell's executive leadership guides the company's strategy across global, customer-centered organizations.

<p>Executive Leadership</p>  <p>Michael S. Dell Chairman of the Board and Chief Executive Officer</p>			
<p>Senior Officers</p>			
 <p>Stephen F. Schuckenbrock President Dell Services</p>	 <p>Brad R. Anderson Senior Vice President Enterprise Product Group</p>	 <p>Paul D. Bell President Public & Large Enterprise</p>	 <p>Ronald G. Garriques President Communication Solutions</p>
 <p>Jeffrey W. Clarke Vice Chairman Operations and Technology</p>	 <p>Stephen J. Felice President Consumer, Small and Medium Business</p>	 <p>David L. Johnson Senior Vice President Corporate Strategy</p>	 <p>Brian T. Gladden Senior Vice President Chief Financial Officer</p>
 <p>Steve H. Price Senior Vice President, Human Resources</p>	 <p>Karen H. Quintos Senior Vice President Chief Marketing Officer</p>	 <p>Lawrence P. Tu Senior Vice President, General Counsel</p>	

The executive leadership is responsible for the long-term direction and strategy of the business as well as being involved in the day-to-day operations. In doing so, they keep close to the needs of our customers and also to the rapid changes in the IT industry. The aim is to ensure that Dell offers a range of IT products and services which continue to meet or exceed the expectations of our customers.



Dell sells and supports products and services in over 190 countries, either directly or through a series of dedicated local partners. We have manufacturing facilities worldwide and provide technical support from Customer Support Centers across the globe, ensuring that we offer the best combination of excellent customer services, support and customer value.



5 DFS Master Lease Agreement



DFS_Master Lease Agreement_a.pdf



LESSOR: DELL FINANCIAL SERVICES L.L.C.

LESSEE: City of Port St. Lucie, Florida

Payment Address:
Payment Processing Center
4319 Collection Center Dr.
Chicago, IL 60693

Principal Address:
121 S.W. Port St. Lucie Blvd

Port St. Lucie, FL 34984

Fax: _____

Attention: _____

This Master Lease Agreement (this "Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller") named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term." The Lease is non-cancelable by Lessee, except as expressly provided in Section 5.

1. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent"), and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter

or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease ("collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent

beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force.

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Licensed Materials shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall (a) comply with all terms and conditions of any Licensed Materials and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider maintenance and operating manuals, documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location(s) specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, if any, Lessee will (a) remove all proprietary data from the Products; and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packaging and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the time the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted, (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly

repair any repairable damage to the Products. For the Lease Term, Lessee shall ensure that the Products are covered by a manufacturer approved maintenance agreement or, with Lessor's prior consent, are self-maintained in accordance with the standards set forth herein. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as a loss payee; (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to the Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to the Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement

against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

2. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY

ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Documents is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days;

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES; TERMINATION.

(a) Upon an Event of Default under any Schedule, all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be canceled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion ("Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including action for specific performance) to enforce the performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred or is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right

to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products. This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to the Products (other than the Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep the Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings upon Products by Lessor, Seller or any other supplier.

18. NON-PERFORMANCE BY LESSEE.

If Lessee shall fail to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective on the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY FLORIDA LAW WITHOUT REGARD TO ITS CONFLICTS OF LAW

PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN St. Lucie COUNTY, Florida AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

22. MISCELLANEOUS .

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the termination or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provision with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as that term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the

authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

City of Port St. Lucie, Florida

"Lessee"

BY: _____

NAME: _____

TITLE: _____

DELL FINANCIAL SERVICES L.L.C.

"Lessor"

BY: _____

NAME: _____

TITLE: _____

6 Dell's Limited Hardware Warranties

For a detailed description of Dell Limited Warranty, please follow the link below:

<http://www.dell.com/content/topics/global.aspx/policy/en/policy?c=us&l=en&s=gen&~section=010>



7 Memorandum of Insurance

The Memorandum of Insurance (MOI) in the attached link will provide you with current domestic casualty and umbrella insurance program for Dell Inc. and its subsidiaries. Please accept the MOI provided in lieu of the Certificate of Insurance required by your contractual agreement with Dell Inc.

Dell General MOI Link:

<https://www.lockton.com/netcert2/key/termsandConditions.aspx?ck=L15K35670Q9878E625085>



8 Transactional Information

8.1 Purchase Order Requirements

For optimal processing of your purchase orders, please include the following information on all Dell orders. Please contact your Dell Sales Representative, Becky Mahon, at 866-537-0706 Ext 5139035 or online at Becky_Mahon@DELL.com, for assistance with ordering.

Purchase Order Numbers - Purchase order numbers provide Dell a query capability to retrieve packing slips, bills of lading, and other reference documents necessary within your company's operating procedures for processing purchases and accepting deliveries. Purchase order numbers are also critical as reference points between your Account Payable system and Dell's Accounts Receivable system. *Note:* requisition numbers are not sufficient.

Dell's Response Number - The Dell response number for this solicitation is 2622596. The Dell response number is the number used to track the order in accordance with the pricing, information and proposed terms and conditions offered to City of Port St. Lucie.

Payment Terms - Dell's standard Terms of Payment are net thirty (30) days. This will ensure that your company's Accounts Payable and Dell's Accounts Receivable department understand the terms of your purchase. Any variations from standard terms must be approved by Dell's Credit Department and Pricing Committee in advance of acceptance of an order.

Billing and Shipping Address - Indicating the Bill To: and Ship To: addresses ensures all correspondence (e.g., invoices, service contracts, and shipments) are routed appropriately to minimize delays. Ship To: addresses are also required to ensure proper application of sales and use tax. Tax rates vary by city and state. Please note that Dell cannot send merchandise to Post Office Box addresses.

Description, Quantity, and Price - Dell custom configures and builds every system order, and offers various versions of software, media types, and parts; therefore, full-item descriptions, quantities, and prices are crucial to ensure that Dell accurately fulfills and invoices your purchase accordingly. Please reference your Dell Quotation Number on your purchase order.

Shipping and Handling Charges - Dell offers the flexibility of using a variety of carriers. Preferred shipping method and associated shipping and handling charges ensure Dell utilizes your preferred carrier and applies the quoted respective charges (e.g., Prepaid & Add, F.O.B. Origin, Freight Prepaid, List Specific Carrier, Specify Freight Cost).

Taxable or Tax-Exempt - Purchases are either taxable or tax exempt. In the event that the purchase is tax exempt from state sales tax, a current Exemption Certification must be on file with Dell's Tax Department and/or attached with the purchase order.

Company Authorization - To minimize risk of fraudulent activities to Dell, it is necessary for your purchase order to indicate that an Authorized Purchaser has issued the purchase order to Dell.

Point of Contact and Phone Numbers - In the event that any questions arise, a point of contact and telephone number will be necessary to assist Dell in promptly resolving any issues involved in processing your purchase.

Informal Purchase Orders - Informal purchase orders are acceptable with all the above information on your company's letterhead but only if your company does not utilize formal purchase orders.

Order Changes - Order changes require P.O. modifications or a letter from the buyer stating that the changes and related priced changes are in the process of being modified on the original P.O. This ensures that your company's Accounts Payable department is aware of these changes and should not hold up payments.

Dell appreciates your assistance in including these items on your purchase orders.



9 Certificate of Signature Authority

CERTIFICATE OF SIGNATURE AUTHORITY

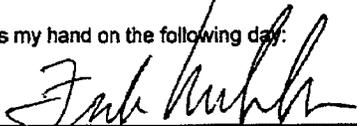
This is to certify that the below named individuals of Dell Federal Systems, L.P. are authorized to execute agreements, proposals, documents, certificates and representations on behalf of and in the name of Dell Federal Systems, L.P. or any other Dell entity in accordance with Dell's Contracts, Proposals and Statements of Work (SOW) US Signature Policy. This certification shall become effective upon execution and continue until rescinded in whole or in part. If the employment status, title or roles and responsibilities of any of the below named individuals changes then their authority will be revised according to their then current employment status, title or roles and responsibilities. This certification may be rescinded in whole or in part, at any time without prior notice. Interested parties may request an updated certificate by written request to the following address:

Dell Federal Systems, L.P.
Customer Engagement Management
Contracts, Proposals & SOW
Certificate of Authority Request
One Dell Way, Mailstop 8708
Round Rock, Texas 78682

John Lavorato, Executive Director – CEM
Bobbi Dangerfield, VP Global Relationship
Business Operations
Joe Ayers, AVP - Federal
Max Peterson, AVP - Federal
Barbara Tormaschy, VP - Finance
Scott Sanders, Executive Director - Finance
Josh Bashara, Operations Director
Kathleen Hines, Contracts Director
Glen McGuire, Proposals Director
Jane McKenzie, Contracts Director
Rich Walsh, Contracts Director
Kim James, Audit & Compliance
Cindy Waidelich, Proposals Sr. Manager
Dana Anderson, Contract Manager
Pamala Aschenbrenner, Contract Manager, SOW
Lorri Bailey, Contract Manager
John Billings, Proposal Manager
Dennis Brand, Proposal Manager
Kevin Bromley, Contracts Manager
Eric Bufkin, Proposal Manager
Solange Calo, Proposal Manager
Lisa Campos, Proposal Manager
Aimee Cantrell, Proposal Manager
Renee Carrasco, Proposal Manager
Daniela Chambless, Proposal Manager
Michelle Chaney, Proposal Manager
Len Collett, Contract Manager
Mary Collins, Proposal Manager
Chris Collinson, Proposal Manager
Dennis Daley, Contract Manager
Mitchell Duncan, Proposal Manager
Montana Duncan, Contract Manager
Greg Fletcher, Proposal Manager
Meghan Flisakowski, Proposal Manager
Ani Fox, Proposal Manager

Jody Hahn, Proposal Manager
Jill Henderson, Contract Manager
Brian Johnson, Proposal Manager
Beth Jordan, Proposal Manager
Kate Kauffman, Contract Manager, SOW
Brice Kelly, Contract Manager
Liz Killmer, Contract Manager
Ashleigh Lane, Contract Manager
Stephanie Lendecky, Contract Manager
Scott Loras, Contract Manager
Melanie Mack, Proposal Manager
Christina McColly, Contract Manager
Lauren McCosham, Contract Manager
Stacy McDonald, Proposal Manager
Felicia Middleton, Proposal Manager
Stephanie Miller, Contract Manager
Clare Mooney, Proposal Manager
Susan Morgan, Contract Manager
Jeannine Nagel, Proposal Manager
Kelly O'Shieles, Contract Manager
Stan Parish, Proposal Manager
Jennifer Parris, Contract Manager
Phyllis Pate, Contract Manager
Keon Robertson, Contract Manager, SOW
Tiffany Roper, Proposal Manager
Robert Saufferer, Contract Manager
Mary Shuman, Proposal Manager
Brian Sokoff, Proposal Manager
Susan Spalding, Contracts Advisor
Nicholas Stokes, Proposal Manager
Ted Thomas, Proposal Manager
Melissa Vaclavik, Proposal Manager
Christian von Wupperfeld, Contract Manager
Teresa Walden, Contract Manager
David White, Contract Manager
Diane Wigington, Contract Manager

Witness my hand on the following day:



Frank Muehleman
VP and General Manager – North America Public Business Group

6/16/2011

Date



10 Bid Bond



BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, Dell Marketing L.P. One Dell Way, Round Rock, Texas 78682

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

_____ a corporation duly organized under the laws of the State

of Connecticut

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Port St. Lucie

121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Greatest Amount Bid -----

----- Dollars (\$ 5% of G.A.B. -----),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Sealed Bid #20110084 Lease or Purchase of 140 Dell Latitude E6400XFR Laptop Computers

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of November, 2011

William Bong
(Witness)

Dell Marketing L.P.
(Principal) (Seal)

Regional Proposal MANAGER
(Title)

Karen Carr
(Witness)

Travelers Casualty and Surety Company of America
(Surety) (Seal)

James W. Baughman
James W. Baughman, Attorney in Fact (Title)

Printed in cooperation with the American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310, February, 1970 edition.

POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223328

Certificate No. 004230100

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James W. Baughman, Kelly A. Westbrook, and Karen Carr

of the City of Dallas, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of June, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 8th day of June, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of November, 20 11

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Thank you for considering Dell!



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GARY JONES
TD BANK
4061 POWDER MILL ROAD
CALVERTON MD 20795

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HELEN QUINTANA, CPPB
772-871-5221
CITY OF PORT ST. LUCIE
3RD FL, SUITE 390 OF BUILDING "A"
121 SW PORT ST. LUCIE BOULEVARD
PORT SAINT LUCIE FL 34984-5042

FL 334 3-01

UPS NEXT DAY AIR 1
TRACKING #: 1Z 401 3Y2 01 9866 9863

BILLING: P/P

Cost Center: 004 5250
First Name Last Name: Gary Jones CS 13.6.08. WXPHE60 21.0A 10/2011

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Gary D. Jones, Vice President
Regional Manager



Equipment Finance

TD Equipment Finance, Inc.
4061 Powder Mill Road, Suite 420
Calverton, MD 20705
T: 301-289-3532 F: 301-289-3515 C: 443-255-7630
gary.jones@td.com



October 28, 2011

4061 Powder Mill Road, Suite 420
Calverton, MD 20705

Mrs. Helen Quintana, CPPB
Office of Management & Budget
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

Request for Proposal RFP Bid# 20110084

Dear Mrs. Quintana,

TD Equipment Finance, Inc. is pleased to offer the following Tax Exempt Loan documented as a loan purchase financing as shown in this proposal of terms to the City of Port St. Lucie for Master Lease Services:

- 1) **LENDER:** TD Equipment Finance, Inc., its assigns or nominees. ("TDEF") (TDEF is a 100% owned subsidiary of TD Bank, NA.)
- 2) **BORROWER:** The City of Port St. Lucie ("City")
- 3) **EQUIPMENT:** Various Essential Use Lap Top Computers
- 4) **LOAN LINE AMOUNT:** Up to \$616,000.00 tax exempt loan facility.
- 5) **BASE LOAN COMMENCEMENT DATE:** The Loan Schedule will commence on the first day of the month following the funds disbursement and/or the acceptance of the Equipment.
- 6) **BASE TERMS:** Three (3) years from signing of Loan Documents and Commencement of the base loan term and schedules.
- 7) **BASE LOAN PAYMENTS:** Borrower will be required to make 36 monthly payments; in advance.
Interest will be calculated on the basis of a 360 day year of twelve 30 day months. Interest is compounded monthly.

**8) ADJUSTMENTS TO BASE
LOAN PAYMENTS:**

The interest rate on each lease will be fixed throughout its term. The Base Loan Rental Payments will be adjusted if the Lease does not close and fund by December 30, 2011. Once set, the Base Loan Rental Payments will be fixed for the duration of the Loan payment schedule term.

The interest rate if closed by December 30, 2011, would be 2.09% for 3 years.

9) END OF LOAN OPTIONS:

Upon the expiration of the Base Loan Term, assuming no event of default exists, the Borrower will continue to have full ownership of the equipment.

10) TITLE:

The title will always be for the account of the Borrower.

The Lender will not take a security interest in the equipment.

11) INSURANCE:

Borrower shall bear all risk of loss, damage and liability to the Equipment and Borrower shall be responsible to keep the Equipment insured in an amount and in a form acceptable to Lender.

12) WARRANTIES:

Lender shall finance the Equipment to the Borrower without representation or warranty on an AS IS BASIS. However, Lender shall assign to Borrower all warranties, guarantees and services provided by the manufacturer(s) and/or vendor(s) to the extent that they can be assigned. LENDER SHALL NOT BE RESPONSIBLE FOR PROVIDING ANY OF THE FOREGOING.

13) LOAN EXPENSES:

None

14) FINANCIAL COVENANT

City will use the Covenant to Budget and Appropriate ("CBA") method to fund leases

15) CREDIT APPROVAL:

Final Credit Approval is subject to receipt of any additional TD Bank, NA or TDEF internal approvals.

**15) ANTICIPATED FUNDING
PERIOD:**

None. The assumption is the City will commence lease at the funding date and the first monthly payments is due on the funding date. No later than 12/30/2011

16) PREPAYMENT: 3% for the first year, 2% the second year and 1% on the third year.

17) TAX STATUS: This agreement is a "qualified tax exempt obligation" under Section 265 (b) (3) of the Internal Revenue Code of 1986. The interest portion of the payments under this Loan Program will not be includable in the gross income of the Lender for federal income taxation purposes.

18) NONAPPROPRIATION: The obligation of the City to make payment under the loan agreement will be subject to a covenant to appropriation in the City's annual budget, from non-ad valorem revenues lawfully available to the City in each fiscal year, of amounts of sufficient to satisfy the repayment schedule required by the loan agreement. The Lender requires bona fide best efforts by the Borrower to include all payments under this Loan Program in all of its budget requests during the entire loan term. Term Loan shall be secured by a covenant to budget and appropriate from legally available non ad valorem revenues. ("CBA")

19) EQUIPMENT SPECIFICATIONS: The City will determine which equipment best meet its needs. The Lender has the right to review and approval any major change to the equipment to be purchased.

20) OTHER CONDITIONS: Other reasonable and customary conditions include, but are not limited to:

The loan Payments shall be settled via Auto Debit from an account at TD Bank.

The borrower and the Bank mutually agree that the borrower will maintain a certain level of deposit with the Bank during the term of the Loan. TD Bank also agrees to maintain its Qualified Depository status under State of Florida laws while holding such deposits.

Annual CAFR and Annual Budget Reporting: Within 210 days and 30 days after completion, respectively

The Loan will be a "Triple Net Loan" in which the Borrower will be responsible for all expenses relating to the Equipment including, but not limited to, Equipment maintenance, insurance coverage, and all taxes (e.g. sales, use and personal property). This proposal is not intended to and does not create any binding legal obligation on the part of either party. Lender shall not be required to enter into the proposed loan transaction until the execution and receipt of this proposal or the County's award notice and of all necessary loan documentation, and acceptance of the Equipment by Borrower.

TD Equipment Finance, Inc. complies with Section 326 of the USA Patriot Act. This law mandates that we verify certain information about the Borrower while processing any loan request.

If this Proposal meets with your approval, kindly indicate your acceptance by countersigning where indicated below and returning it to me. All other terms and conditions notwithstanding, this Proposal expires November 15, 2011, unless previously executed.

Sincerely,



Gary D. Jones
Vice President
TD Equipment Finance, Inc.
Phone (301) 289-3532
Cell (443) 255-7630

By: City of Port St. Lucie
APPROVED AND ACCEPTED:

By: _____

Print Name: _____

Title: _____

Date: _____

Bid Reply Sheet
Sealed Bid # 20110084
Lease or Purchase of 140 Dell Latitude E6400XFR Laptop Computers

1. **COMPANY NAME:** TD Equipment Finance Inc
DIVISION OF: TD Bank
PHYSICAL ADDRESS: 4001 Powder Mill Road 51420
MAILING ADDRESS: SAME
CITY, STATE, ZIP CODE: CALVERTON, MD 20705
TELEPHONE NUMBER: () 301-289-3532 **FAX NO.:** () 301-289-3515
CONTACT PERSON: GARY D. JONES **E-MAIL:** GARY.JONES@TD.COM

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? TD Bank, Maine

 President

 Vice President

 Treasurer

How long in present business: _____ How long at present location: _____

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
 If no, is your company planning to implement such a program? _____

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

4. **VENDOR'S LIST** - If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

5. BID RESPONSE:

N/A *[Signature]*

5.1 Bidder will / will not accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

5.3 Bid Reply:

Double click on the table below to access the Excel Spreadsheet.

N/A G.D.J.

DIRECT PURCHASE PLUS LEASE PROGRAM							
VENDOR:							
Laptop Package Price (minus adapter)	Adapter Unit Price	Total Package Price for 140 Laptops & Adaptors	Total Finance Amount	Payment Frequency	Lease Term (months)	Lease Rate Factor	Lease Payments (in advance)
\$0.00	\$0.00	\$0.00	0.00				\$0.00

Double click on the table below to access the Excel Spreadsheet.

DIRECT PURCHASE PROGRAM		
VENDOR NAME:		
Laptop Package Price (minus Adapter)	Adapter Unit Price	Total Package Price 140 Laptops & Adaptors
\$0.00	\$0.00	\$0.00

Double click on the table below to access the Excel Spreadsheet.

LEASE PROGRAM				
LESSOR: <u>TD Equipment Finance Inc</u>				
Total Finance Amount based on estimated cost of \$616,000	Payment Frequency	Lease Term (36 months)	Lease Rate Factor	Lease Payments (in advance)
\$0.00	<u>MONTHLY</u>	<u>36 months</u>	<u>2.8632%</u>	<u>\$17,637.32</u>

* This is a Tax-Exempt Rate. APR 2.09%

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

6. **INSURANCE CERTIFICATES LICENSE** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project. *NA*

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. **CERTIFICATION***

This bid is submitted by: Name (print) GARY D JONES who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

[Signature] Signature 11/1/11 Date

11. Is Bidder related to any City Employee? NO

10. **Bidder has read and accepts the terms and conditions of the City's standard Purchase Order:**

[Signature] Signature 11/1/11 Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(seal)

NA
* TD Equipment Finance is only bidding on the leasing of the equipment. The financing is tax-exempt.

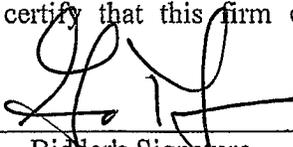
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that

TD EQUIPMENT TRADING does:
(Name of Business)

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature
4/2/11

Date

CHECKLIST
Bid #20110084

Lease or Purchase of 140 Dell Latitude E6400 XFR Laptop Computers

Name of Bidder: T D EQUIPMENT FINANCE INC

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

- Bid Reply Sheet with proper signature.
- Mailing envelope has been addressed to:
City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
- Mailing envelope must be sealed and identified on the front with:
 - Bidders Name and Address
 - Bid Number
 - Bid Title
 - Bid Opening Date & Time
- Drug-Free Workplace Form
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked. *N/A*
- Each Bid Addendum (when issued) is acknowledged.
- Required W-9 as per Section 1, 1.24.1. *N/A*
- Copy of Insurance Certificate in accordance with Section *N/A*
- Copy or all required licenses and certification *N/A*
- MSDS in accordance with Specifications *N/A*
- One (1) original and three (3) copies of required documents (NO RINGED BINDERS)
- For Leasing option – has provided a form lease agreement.
- Have reviewed and accept all City Terms and Conditions of the Standard Purchase Order.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

Compound Period: Monthly

Nominal Annual Rate: 2.090%

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	12/1/2011				616,000.00
1	12/1/2011	17,637.32	0.00	17,637.32	598,362.68
2	1/1/2012	17,637.32	1,042.15	16,595.17	581,767.51
3	2/1/2012	17,637.32	1,013.25	16,624.07	565,143.44
4	3/1/2012	17,637.32	984.29	16,653.03	548,490.41
5	4/1/2012	17,637.32	955.29	16,682.03	531,808.38
6	5/1/2012	17,637.32	926.23	16,711.09	515,097.29
7	6/1/2012	17,637.32	897.13	16,740.19	498,357.10
8	7/1/2012	17,637.32	867.97	16,769.35	481,587.75
9	8/1/2012	17,637.32	838.77	16,798.55	464,789.20
10	9/1/2012	17,637.32	809.51	16,827.81	447,961.39
11	10/1/2012	17,637.32	780.20	16,857.12	431,104.27
12	11/1/2012	17,637.32	750.84	16,886.48	414,217.79
13	12/1/2012	17,637.32	721.43	16,915.89	397,301.90
14	1/1/2013	17,637.32	691.97	16,945.35	380,356.55
15	2/1/2013	17,637.32	662.45	16,974.87	363,381.68
16	3/1/2013	17,637.32	632.89	17,004.43	346,377.25
17	4/1/2013	17,637.32	603.27	17,034.05	329,343.20
18	5/1/2013	17,637.32	573.61	17,063.71	312,279.49
19	6/1/2013	17,637.32	543.89	17,093.43	295,186.06
20	7/1/2013	17,637.32	514.12	17,123.20	278,062.86
21	8/1/2013	17,637.32	484.29	17,153.03	260,909.83
22	9/1/2013	17,637.32	454.42	17,182.90	243,726.93
23	10/1/2013	17,637.32	424.49	17,212.83	226,514.10
24	11/1/2013	17,637.32	394.51	17,242.81	209,271.29
25	12/1/2013	17,637.32	364.48	17,272.84	191,998.45
26	1/1/2014	17,637.32	334.40	17,302.92	174,695.53
27	2/1/2014	17,637.32	304.26	17,333.06	157,362.47
28	3/1/2014	17,637.32	274.07	17,363.25	139,999.22
29	4/1/2014	17,637.32	243.83	17,393.49	122,605.73
30	5/1/2014	17,637.32	213.54	17,423.78	105,181.95
31	6/1/2014	17,637.32	183.19	17,454.13	87,727.82
32	7/1/2014	17,637.32	152.79	17,484.53	70,243.29
33	8/1/2014	17,637.32	122.34	17,514.98	52,728.31
34	9/1/2014	17,637.32	91.84	17,545.48	35,182.83
35	10/1/2014	17,637.32	61.28	17,576.04	17,606.79
36	11/1/2014	17,637.32	30.53	17,606.79	0.00
Grand Totals		634,943.52	18,943.52	616,000.00	

Last interest amount decreased by 0.14 due to rounding.

Sample Only!

**LEASE PURCHASE AGREEMENT
BETWEEN TD EQUIPMENT FINANCE, INC., AS LESSOR,
AND [CITY/COUNTY NAME], AS LESSEE**

Dated _____, 20__

TRANSCRIPT INDEX

1. Lease Purchase Agreement dated _____ among TD Equipment Finance, Inc. and [City/County Name]
Exhibit A – Equipment List
Exhibit B – Terms
Exhibit C – Insurance Coverage Requirements Certificate
Exhibit D – Acceptance Certificate
Exhibit E – See Item #3
Exhibit F – Certificate of Lessee
Exhibit G – Arbitrage and Tax Certificate
Exhibit H – See Item #7
2. Escrow Agreement [Insert]
3. Certified copy of Ordinance/Resolution No. _____ duly adopted by the [City/County] [Council/Commission] of _____ on _____, 20__
4. IRS Form 8038-G
5. Certificate Regarding Interest Rate
6. Truth-in-Bonding Statement
7. Opinion of [City/County] Attorney
8. Opinion of Special Counsel
9. Closing Memorandum

DISTRIBUTION LIST

[City/County Name] - 2 bound (1 to Finance Director, 1 to [City/County] Attorney)
TD Equipment Finance, Inc. - 2 unbound, 1 CD
Bryant Miller Olive P.A. - 1 CD

TD EQUIPMENT FINANCE, INC.
1006 Astoria Boulevard
Cherry Hill, New Jersey 08034

LEASE PURCHASE AGREEMENT

LESSEE:

AGREEMENT #:

DATED:

This Lease Purchase Agreement (the "Agreement") is a binding contract between TD Equipment Finance, Inc., its successors and assigns ("Lessor") and the _____ (the "Lessee," when referring to the governing body, and the "[City/County]," when referring to the territorial boundaries and the legal entity governed by the Lessee).

1. Agreement: In executing this Agreement, Lessee agrees to rent the equipment described in Exhibit A (the "Equipment"). Exhibit B sets forth the terms of the Agreement, including the commencement date (the "Dated Date"), which is the date when the term begins and Lessee's obligation to pay rent accrues. Rental payments (the "Rental Payments") consist of both principal and interest components, must be paid to Lessor as instructed, and must be paid only out of legally available non-ad valorem revenues budgeted and appropriated by the Lessee for such purpose. A portion of each Rental Payment represents interest and the balance of each Rental Payment represents principal, as shown on Exhibit B. To maintain the interest rate set forth in Exhibit B attached hereto, Lessee must comply with the tax covenants as set forth in Section 7 below and file informational federal tax Form 8038-G in a timely manner. If not, each Rental Payment will be increased to the Taxable Rate (as defined herein) to compensate for the loss of the tax exemption status which was assumed in the initial interest rate. The Form 8038-G is an informational return only and will not require Lessee to pay a tax. Lessee agrees to accept the Equipment when delivered, installed and operating to manufacturer's specifications and to execute the Acceptance Certificate, attached hereto as Exhibit D (the "Acceptance Certificate") supplied by Lessor as evidence thereof. Lessee agrees to hold Lessor harmless from damages, if for any reason, the Equipment Vendor (as defined herein) fails to deliver, or delays in the delivery of, the Equipment so ordered or if the Equipment is unsatisfactory for any reason whatsoever. Lessee agrees that any delay in the delivery of the Equipment shall not affect the validity of this Agreement or the obligation to make Rental Payments hereunder. Lessee's execution of the Acceptance Certificate shall conclusively establish that the Equipment covered thereby is acceptable to Lessee for all purposes of this Agreement. If Lessee fails or refuses to sign the Acceptance Certificate within a reasonable time, not to exceed five (5) business days, after the Equipment has been delivered, installed and is operating to manufacturer's specifications, Lessor shall have the option of treating this Agreement as cancelled by Lessee and Lessee shall automatically assume all of Lessor's rights and obligations as purchaser of the Equipment.

2. The Obligation to Make Payments: Rental Payments shall be due and payable as set forth in Exhibit B hereto. The obligation of Lessee to pay Rental Payments hereunder is a current expense of Lessee and not a debt. This obligation shall not be or constitute a general obligation or indebtedness of Lessee or be a "bond" within the meaning of the Constitution of the State of Florida (the "State") but shall be a special, limited obligation of Lessee payable from legally available non-ad valorem revenues annually budgeted and appropriated for such purpose during the then current fiscal period ("Appropriation Period") provided herein. All payments made by or on behalf of Lessee hereunder shall be nonrefundable. Except in the Event of Nonappropriation (hereinafter defined) as set forth in this paragraph, Lessee's obligation to pay such Rental Payments shall be absolute and unconditional and is not subject to any abatement, set-off, defense or counter-claim for any reason whatsoever. Lessee hereby represents and warrants that it has funds available to pay the Rental Payments set forth on Exhibit B through the end of the current fiscal year ("First Appropriation Period"). The [City/County] [Manager/Administrator], in such capacity, agrees to annually include funding for the rental payments under this Lease Purchase Agreement in the final budget submitted to the [City/County] [Commission/Council] and agrees to do all things legally within the power of the [City/County] [Manager/Administrator] to obtain appropriation of funds to pay the rents, it being understood that the [City/County] [Manager/Administrator's] agreement on this point is not binding on the [City/County] [Commission/Council] and shall not be construed to require any action in violation of law. Notwithstanding the foregoing, the obligation of Lessee to make payments hereunder is subject to the annual appropriation by Lessee in each successive Appropriation Period of funds sufficient to make the required Rental Payments hereunder for such Appropriation Period. Hence, after the First Appropriation Period, if Lessee has not appropriated sufficient funds to pay Lessor the Rental Payments due for the then current Appropriation Period an Event of Nonappropriation (an "Event of Nonappropriation") shall be deemed to have occurred. Lessee shall promptly deliver notice thereof to Lessor and shall endeavor to give such notice as soon as a decision of non-appropriation is made. Such notice shall state that the termination of this Agreement was caused by the failure of the Lessee to appropriate moneys to make Rental Payments due hereunder and that Lessee shall promptly, upon the effective date of such termination, return the Equipment at the expense of the Lessee, and as instructed by Lessor, as hereinafter provided. If an Event of Nonappropriation has occurred, this Lease shall terminate, in whole, but not in part, as to all Equipment, effective upon the last day of the fiscal year for which funds were appropriated. Upon termination of this Lease as provided in this Section, Lessee shall not be responsible for the payment of any additional Rental Payments coming due in succeeding fiscal years. Lessee shall then, at Lessee's expense, promptly return the Equipment to Lessor to such location as shall be specified by Lessor. Lessor may then sell or re-lease the Equipment with or without advertisement, at public or private sale or leasing, without notice to Lessee, free of any of Lessee's interest, without any duty to account to Lessee for Lessor's actions or inaction or for any sale or re-lease proceeds. Any net proceeds of any sale or re-lease of the Equipment upon the occurrence of an Event of Non-Appropriation or as may otherwise be provided under this Agreement shall be applied in the following order of priority: first, to pay all of Lessor's costs, charges and expenses incurred in taking, holding, repairing, selling, leasing or otherwise disposing of the Equipment; then

second, to the extent not previously paid by the Lessee, to pay Lessor all Rental Payments due under this Agreement through the termination date; then third, to pay the purchase option amount applicable as of the date of the then current Appropriation Period, as shown in the balance column on the debt service table set forth in Exhibit B; then fourth, to pay any remainder to Lessee.

THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM LESSEE'S LEGALLY AVAILABLE NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE UNDER THIS AGREEMENT FROM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED BY LESSEE ON AN ANNUAL BASIS, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF LESSEE, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF ARE PLEDGED FOR PAYMENT OF SUCH SUMS DUE UNDER THIS AGREEMENT.

3. The Equipment: Lessee agrees and acknowledges that (i) Lessee has selected the Equipment to be acquired by Lessor and rented to Lessee, (ii) the Equipment is, and during the period of this Agreement shall remain, personal property to the Lessee, (iii) the Equipment will have a useful life in Lessee's hands that is substantially in excess of the initial term of this Agreement, and (iv) Lessee does not intend to sell, or otherwise dispose of, the Equipment during the term of the Agreement. Lessee may contact the seller of the Equipment directly, as Lessor's agent, to effect the acquisition of the Equipment. When Lessee accepts the Equipment, Lessee must deliver to Lessor an Acceptance Certificate. If the Equipment has not been identified on the date of this Agreement, the purchase amount shown in the balance column shown on Exhibit B shall be deposited in an account held pursuant to an escrow agreement to be entered into among Lessor, Lessee, and TD Bank, National Association, as escrow agent ("Escrow Fund"). The Lessee shall submit an invoice for the Equipment to Lessor and upon Lessor's approval of such invoice, Lessor shall cause the acquisition of the Equipment to be funded directly to the Equipment Vendor (as defined herein) out of moneys in the Escrow Fund. Alternatively, the Lessee shall submit to the Lessor an invoice for the Equipment and a check evidencing payment to the Equipment Vendor by the Lessee for such Equipment and upon Lessor's approval of such invoice and such evidence of payment, Lessor shall cause the Lessee to be reimbursed for the acquisition of the Equipment out of moneys in the Escrow Fund. However, upon acquisition of the Equipment, Lessee must execute and deliver to Lessor, an Acceptance Certificate, according to the provisions set forth in Section 1. Lessee may assert claims and rights that Lessor may have against any manufacturer of the Equipment as well as the agents or dealers of the manufacturer of any portion of the Equipment (the "Equipment Vendor").

4. Title to the Equipment: During the term of this Agreement, legal title to all Equipment and any and all repairs, replacements, substitutions and modifications thereto for federal income tax and accounting purposes, for purposes of Section 7 hereof, and for all other

purposes shall be in the name of Lessee. By paying the final rental payment due hereunder, Lessee shall be deemed to have exercised Lessee's option to maintain ownership of the Equipment after the term of this Lease, and upon such payment, Lessor shall be obligated to take any actions necessary to evidence the termination of any obligations of Lessee to Lessor hereunder. Following an Event of Default or an Event of Nonappropriation or upon other termination of this Agreement for any reason other than Lessee's rights under Section 5, title to the Equipment will immediately vest in Lessor and Lessee will surrender possession of the Equipment to Lessor. Lessee will promptly execute, or otherwise authenticate, and deliver to Lessor such further documents, instruments, assurances and other records, and take such further action as Lessor from time to time may reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor under such documents.

5. Refinance/Option to Purchase: Lessee, at its sole discretion, may refinance this Agreement at any time during the lease term. Lessee shall be entitled and shall have exercised its option to retain title to the Equipment: (a) upon payment in full of all Rental Payments in accordance with Exhibit B hereof and all other amounts due hereunder, or (b) upon written notice delivered at least thirty (30) days in advance of a proposed date (which shall be a date scheduled for payment of a Rental Payment) for payment and upon payment on such date of the prepayment price equal to all principal due and remaining unpaid and interest accrued to such date of prepayment, plus a prepayment fee of two percent (2%) of such principal due and remaining unpaid.

When Lessee exercises its rights hereunder to retain title to the Equipment and Lessor shall have received all amounts due under this Agreement, then this Agreement shall terminate, and Lessee shall be deemed to have accepted such Equipment AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to further obligations of Lessee created by or arising through this Agreement.

6. Responsibilities for Repair and Maintenance: Lessee agrees to maintain the Equipment in good condition and make all necessary repairs and replacements at Lessee's expense. Lessee agrees to maintain a maintenance log for the Equipment and permit Lessor to inspect the Equipment and the maintenance log(s). Lessee must have the Equipment serviced and repaired at Lessee's expense when servicing or repair is required within intervals not exceeding 125% of those recommended in the Equipment's owner's manual(s).

7. Tax Covenants: Lessee will not make or direct any use of the proceeds of the obligation provided herein or any other funds which will cause such obligation to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended and the treasury regulations promulgated thereunder (the "Code"), to be "federally guaranteed" within the meaning of Section 149 of the Code or to be a "private activity bond" within the meaning of Section 141(a) of the Code. To that end, so long as any Rental Payments

are unpaid, Lessee, with respect to such proceeds and such other funds, will comply with all requirements of such Code sections and all regulations of the United States Department of the Treasury issued thereunder to the extent that such requirements are, at the time, applicable and in effect. Furthermore, to the extent applicable pursuant to Section 148(f) of the Code, Lessee covenants to complete or cause to be completed all reporting requirements and rebate all positive arbitrage to the United States of America. Lessee covenants that the Equipment will be used only for the purpose of performing one or more of Lessee's governmental or proprietary functions, and that the Equipment will not be used in a trade or business of any person or entity other than Lessee on a basis different from the general public. Lessee will not use or permit the use of the Equipment by any person for a "private business use" within the meaning of Section 141(b) of the Code in such matter or to such extent as would result in the inclusion of interest received hereunder in gross income for federal income tax purposes under Section 103 of the Code.

Lessor and the Lessee agree to cooperate in performing all acts and things legally required or desirable in order to assure that the interest component of the Rental Payments will not be included in the gross income of Lessor or its assigns for federal income tax purposes.

If any event shall occur so that the interest component of the Rental Payments become includible in the gross income for federal income tax purposes of the recipient of such Rental Payments (an "Event of Taxability"), the interest rate on the lease payments shall increase to the prime rate as published on the first day of the month in the Wall Street Journal plus two percent (2%) (the "Taxable Rate") from the date of the occurrence of the Event of Taxability. Lessee agrees to pay and indemnify Lessor for all interest, penalties, fines, additions to taxes, levied or assessed on the lease or Lessor as a result of the Event of Taxability.

8. Lessee's Risk of Loss or Damage: Lessee agrees to bear all risk of loss, damage, destruction or theft of the Equipment. Lessee must maintain insurance of the types and in the amounts not less than that set forth on Exhibit C, directing Lessee's insurance company to give Lessor a certificate showing Lessor as lender loss payee and an additional named insured. If Lessee does not maintain the required insurance, Lessor may obtain it and charge Lessee for it. Upon demand therefor from Lessor, Lessee agrees to immediately reimburse Lessor for all such costs and expenses of Lessor for obtaining said insurance. Lessee must give Lessor prompt notice of (1) the loss, theft or destruction of any part of the Equipment, (2) any damage to the Equipment exceeding \$500, or (3) any claim arising out of the ownership, maintenance, storage or use of the Equipment. The parties will cooperate in deciding if insurance proceeds will be applied to the repair of the Equipment or to its purchase price. If Lessor receives insurance proceeds exceeding the amount of the purchase price shown on Exhibit B, plus the interest due thereon, or the amount required to complete agreed upon repairs to the Equipment, Lessor agrees to forward the excess proceeds to Lessee.

9. Indemnification: Except for the negligent acts or omissions of Lessor arising out of entering into this Agreement, including any misstatements of material fact, in connection with any transfer of this Agreement, because Lessee has selected the Equipment for Lessee's use and

purposes, and because Lessee operates and maintains the Equipment, Lessee agrees, to the extent permitted by law of the State of Florida, to indemnify Lessor against any and all loss, damage, injury, claims, taxes (excluding Lessor's income taxes), fees, fines, penalties and expenses (including legal fees and expenses) of every kind that relate to the use, operation, ownership, condition or maintenance of the Equipment by Lessee. Lessee's obligation to indemnify Lessor will continue after termination of the Agreement as to all matters, except those which arise from Lessor's (or anyone Lessor sells or re-leases the Equipment to) use, operation, ownership, condition or maintenance of the Equipment following termination.

10. No Warranty: LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE. THIS SECTION IN NO EVENT IS INTENDED TO AFFECT THE WARRANTIES OR REPRESENTATIONS CONTAINED IN ANY CONTRACT ENTERED INTO FOR THE ACQUISITION OF THE EQUIPMENT.

11. Termination: This Agreement will terminate: (1) upon payment of all amounts due hereunder by Lessee to Lessor for the term of this Agreement, (2) if there shall occur an Event of Nonappropriation, at the time set forth in Section 2, provided that Lessee has returned the Equipment and paid all amounts including interest thereon due and unpaid deriving from the Appropriation Period then in effect for which the Lessee has appropriated adequate funds, (3) upon Lessee's purchase or refinance of the Equipment under Section 5 and Lessee's payment of all amounts due including interest and any prepayment fee due hereunder, (4) at Lessor's option if Lessee defaults as described in Section 12, or (5) if all or any portion of the Equipment has been lost, stolen or damaged beyond repair, upon Lessor's receipt of insurance proceeds covering the purchase price of the lost, stolen or damaged Equipment and the remittance of any excess proceeds as indicated in Section 8 above. When this Agreement terminates, if Lessee has not paid to Lessor all amounts due hereunder, Lessee must, at Lessee's expense, return the Equipment to Lessor at the address specified by Lessor, in as good condition as when Lessee received it, ordinary wear excepted. Lessee must remove all signs and markings and make all repairs (other than for ordinary wear) requested by Lessor. If Lessee does not, Lessor may do so and charge Lessee for it. Lessor may sell or re-lease the Equipment with or without advertisement, at public or private sale or leasing, without notice to Lessee, free of any of Lessee's interest, without any duty to account to Lessee for Lessor's actions or inaction or for any sale or re-lease proceeds. Any net proceeds of any sale or re-lease of the Equipment upon the occurrence of an Event of Non-Appropriation or as may otherwise be provided under this Agreement shall be applied in the following order of priority: first, to pay all of Lessor's costs, charges and expenses incurred in taking, holding, repairing, selling, leasing or otherwise disposing of the Equipment; then second, to the extent not previously paid by the Lessee, to pay Lessor all Rental Payments due under this Agreement through the termination date; then third, to pay the purchase option amount applicable as of the date of the then current Appropriation Period, as set forth in Exhibit B; then fourth, to pay any remainder to Lessee. No prepaid interest will be rebated to Lessee upon termination.

12. Default: The following constitute "Events of Default" under this Agreement: (a) failure by Lessee, other than due to an Event of Non-Appropriation, to pay any Rental Payment or other payment required to be paid hereunder within three days of when such amounts are due; or (b) failure by Lessee to maintain insurance on the Equipment in accordance with Section 8; or (c) failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of fifteen (15) days after written notice is given to Lessee by Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice is capable of being cured but cannot be corrected within such fifteen (15) day period, Lessor will not unreasonably withhold its consent to an extension of such time for so long as Lessor shall deem reasonable if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or (d) initiation by Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning its indebtedness; or (e) the determination by Lessor that any representation or warranty made by Lessee in this Lease was untrue in any material respect upon the execution hereof. If any such Event of Default occurs, Lessor, by written notice to Lessee, may declare this Agreement in default and demand that Lessee pay all unpaid Rental Payments payable by Lessee pursuant to the Agreement and other amounts payable by Lessee due hereunder to the end of the then current Appropriation Period. The Equipment must then be returned to Lessor (as directed and at the address specified by Lessor) at Lessee's expense, and the Equipment and all Lessee's rights therein shall be deemed surrendered to Lessor. Upon declaration of an Event of Default, Lessor may repossess the Equipment with or without process of law, and for the purposes may enter upon any of Lessee's premises or other's premises, wherever the Equipment may be found, without liability therefor. Lessor may recover from Lessee any unpaid amounts due or to become due for the remainder of the then current Appropriation Period, together with all expenses, including attorney's fees and legal expenses (to the extent permitted by law) incurred by Lessor to enforce its rights hereunder. The repossession and sale of the Equipment shall not affect Lessor's right to recover from Lessee all damages which Lessor has suffered because of Lessee's breach. Lessor may sell or release the Equipment with or without advertisement, at public or private sale or leasing, without notice to Lessee, free of any of Lessee's interest, without any duty to account to Lessee for Lessor's actions or inaction or for any sale or re-lease proceeds. Any net proceeds of any sale or re-lease of the Equipment upon the occurrence of an Event of Non-Appropriation or as may otherwise be provided under this Agreement shall be applied in the following order of priority: first, to pay all of Lessor's costs, charges and expenses incurred in taking, holding, repairing, selling, leasing or otherwise disposing of the Equipment; then second, to the extent not previously paid by the Lessee, to pay Lessor all Rental Payments due under this Agreement through the termination date; then third, to pay the purchase option amount applicable as of the date of the then current Appropriation Period, as set forth in Exhibit B; then fourth, to pay any remainder to Lessee. If Lessor is unable to repossess any Equipment after a default, the Equipment shall be deemed to have suffered a total loss compensable under Section 8. Subject to the next sentence, Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease.

Lessor and the Lessee acknowledge that: (i) this Agreement is not intended to create a mortgage of or a security interest in the Equipment as proscribed by Nohrr v. Brevard County Educational Facilities Authority, 247 So. 2d 304 (Fla. 1971); and (ii) Lessor may not exercise any foreclosure-type remedies if an Event of Default occurs, State v. Brevard County, 539 So. 2d 461 (Fla. 1989), notwithstanding any provisions to the contrary in this Agreement.

13. **Liens:** This Equipment must be kept free of all liens and encumbrances at all times.

14. **Limitation on Assignment:** The Lessee may not assign or sublease this Agreement or any interest in it or the Equipment without Lessor's prior written consent and a written opinion of nationally recognized bond counsel to the effect that any such assignment or sublease of this Agreement or any interest in it or the Equipment will not adversely effect the exclusion of the interest component of the Rental Payments from gross income for federal income tax purposes. In no event may Lessee assign or sublet this Agreement or any interest in it or the Equipment to a non-governmental entity. Lessor may assign or sell its interest under this Agreement, in whole or in part, without Lessee's consent, but the assignment will not be effective until Lessee has received notice disclosing the name and address of assignee and information sufficient to enable Lessee to meet the requirements of Section 149(a) of the Code. Lessee shall be provided with written notice of Lessor's assignment; provided, however, Lessee shall continue to submit Rental Payments to Lessor until it receives such notice. During the term of this Agreement, Lessee shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Code.

15. **Late Charges:** If Lessee does not pay Rental Payments due under this Agreement on their due date, Lessor may charge Lessee a late fee of \$5.00 or 5% of the amount that is late, whichever is more; provided that, in no case shall amounts be charged hereunder if such amounts are treated as interest and the rate of such interest exceeds the maximum amount allowable by law.

16. **Exhibits:** Exhibits A through H attached hereto are part of this Agreement, incorporated herein by reference, and must be executed by Lessee, where applicable.

17. **Other Terms:** This Agreement constitutes the entire agreement between the parties as to the subject matter it covers and may not be changed except by a written agreement signed by Lessee and Lessor. If any part of this Agreement is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect the other or remaining provisions hereof. This Agreement and all rights and actions arising under it shall be governed by the laws of the State of Florida. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless received in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. This Agreement may be executed in several counterparts. All notices must be addressed to the parties at their addresses shown on Exhibit B, or at another address specified by either party in writing and shall be deemed given when delivered or mailed by registered mail, postage prepaid. To the extent applicable, Lessee hereby

waives any and all rights and remedies granted Lessee by Sections 508 through 522 of Article 2A of the Uniform Commercial Code including, by way of example only and not as a limitation, the right to repudiate this Agreement and reject the Equipment; the right to cancel this Agreement; the right to revoke acceptance of the Equipment; the right to grant a security interest in the Equipment in Lessee's possession and control for any reason; the right to recover damages thereunder for any breach of warranty or for any other reason deduct all or any part of the claimed damages resulting from Lessor's default, if any, under this Agreement; the right to accept partial delivery of the Equipment; the right to "cover" by making any purchase or leases of or contract to purchase or lease Equipment in substitution for those due from Lessor; the right to recover any general, special, incidental or consequential damages, for any reason whatsoever; and the right to specific performance, replevin, detinue, sequestration, claim and delivery and the like for the Equipment. The waivers contained herein shall not constitute a waiver by Lessee of any of its rights or remedies against the Equipment Vendor and/or manufacturer of the Equipment.

18. Lessee Representations and Warranties: Lessee hereby represents, warrants and covenants to Lessor the following with respect to this Agreement as of the date Lessee executes the Acceptance Certificate: (a) Lessee is duly organized and validly existing under the laws of the State of Florida, with adequate power and capacity to enter into this Agreement, all documents related to the purchase of the Equipment and any other documents required to be delivered in connection with this Agreement or the Equipment (hereinafter "Documents"); (b) the Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their respective terms, except to the extent that the enforcement of remedies therein provided may be limited under applicable bankruptcy and insolvency laws; (c) no approval, consent or withholding of objections is required from any federal, state or local governmental authority or instrumentality with respect to the entry into or performance by Lessee of the Documents, except such as have already been obtained; (d) the entry into and performance by Lessee of its obligations under the Documents will not (i) violate any judgment, order, law or regulation applicable to Lessee or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any item of the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than this Agreement or any purchase money security interest retained by any supplier) to which Lessee is a party; and (e) there are no suits or proceedings pending or threatened in court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee, which will have a material adverse effect on the ability of Lessee to fulfill its obligations under this Agreement; and (f) lessee has complied with all statutes, laws, regulations and procedures in entering into this Agreement and the matters contemplated hereby.

19. Lessor Representations and Warranties: Lessor represents, covenants and warrants as following:

- a) Lessor is a corporation duly organized, existing and in good standing under the laws of the State of Maine and is authorized to do business in the State of Florida; has full and complete power to enter into this Agreement, to enter into and to carry out the transactions contemplated by it hereby and thereby and to carry out its obligations under this Agreement, is possessed of full power to own and to hold real and personal property and to lease the same, and has duly authorized the execution and the delivery of this Agreement, and all other agreements, certificates and documents contemplated hereby and thereby.
- b) Neither the execution and the delivery of this Agreement, nor the fulfillment of or the compliance with the terms and the conditions thereof, nor the consummation of the transactions contemplated hereby and thereby conflicts with or results in a breach of the terms, the conditions or the provisions of any restriction, any agreement or any instrument to which Lessor is now a party or by which Lessor or its property is bound, constitutes a default under any of the foregoing that results in the creation or the imposition of any lien, charge or encumbrance whatsoever upon any of the property or the assets of Lessor or upon the Equipment.

20. Financing: In consideration for and upon the execution of this Agreement, Lessor hereby agrees to pay to the Lessee the amount of \$_____ which will be deposited in a separate project account which will be maintained by the Lessee (subject to the provisions of Section 3 hereof) for the purchase of the Equipment and related costs.

21. Conditions of Closing: Prior to payment to Lessee as stated in Section 20, Lessor shall receive the following:

- a) this Agreement executed by Lessee and Lessor;
- b) an executed Exhibit B to this Agreement;
- c) an executed Insurance Coverage Requirements Certificate, a form of which is attached hereto as Exhibit C;
- d) an executed Acceptance Certificate, a form of which is attached hereto as Exhibit D;
- e) a duly adopted resolution of Lessee, in form and substance acceptable to Lessor and including those matters set forth in Exhibit E hereof;
- f) an executed Certificate of Lessee, a form of which is attached hereto as Exhibit F;
- g) an executed Arbitrage and Tax Certificate, a form of which is attached hereto as Exhibit G for New Money Projects;
- h) an opinion of counsel to Lessee, substantially in the form of the opinions set forth in Exhibit H;

- i) for any Equipment that is a motor vehicle, properly completed certificates of title for such vehicle;
- j) an executed Form 8038-G;
- k) an executed escrow agreement, if required under the provisions of Section 3 hereof; and
- l) any and all opinions, certificates, instruments, financing statements or other documents as Lessor may request to evidence compliance with the agreements to be performed and all conditions to be satisfied under this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first set forth above.

LESSOR: TD EQUIPMENT FINANCE, INC.

By: _____

Name:

Title:

LESSEE: _____

By: _____

Name:

Title:

JURISDICTION: County of _____, State of Florida

EXHIBIT A
EQUIPMENT

<u>Qty.</u>	<u>Description</u>	<u>Value</u>
-------------	--------------------	--------------

Total:

EXHIBIT B

TERMS

1. The Equipment which is the subject of the Lease Purchase Agreement is more fully described in Exhibit "A" to the Lease Purchase Agreement.
2. Fixed Interest Rate: _____% calculated on a 30-day/360 year basis
3. Principal Amount: \$_____
4. Dated Date: _____
5. Debt Service:

[Insert Debt Service Table]

6. The Equipment will be located at:

7. Address of Lessee, for notification purposes, is:

With a copy to:

8. Address of TD for notification purposes, is:

TD Equipment Finance, Inc.
1006 Astoria Boulevard
Cherry Hill, New Jersey 08034

Acknowledged and Accepted:

LESSEE: _____

By: _____

Name:

Title:

EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS CERTIFICATE

9. In accordance with Section 8 of the Lease Purchase Agreement, we have instructed the insurance agent named below (please fill in name, address, contact person, telephone and facsimile numbers).

[INSERT]

to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment (as defined in the Agreement) evidenced by a certificate of Insurance and Long Form Lender Loss Payable Clause naming Lessor "and/or its assigns" as Lender Loss Payee.
- b. Public Coverage Required:
\$1,000,000.00 per person
\$1,000,000.00 aggregate bodily injury liability
\$1,000,000.00 property damage liability

OR

10. We are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.
11. Proof of insurance coverage as provided in Section 1 or 2 of this Exhibit C will be provided to TD prior to the time that the Equipment or Unit thereof is delivered to us.

Certified this ____ day of _____, 20__

LESSEE: _____

By: _____

Name:

Title:

EXHIBIT D

ACCEPTANCE CERTIFICATE

The undersigned, _____, as Lessee under the Lease Purchase Agreement (the "Agreement") numbered _____, with TD EQUIPMENT FINANCE, INC., Lessor, acknowledges receipt in good condition of a _____ described in Exhibit "A" attached to the Agreement, a copy of which is attached hereto.

The undersigned officer of Lessee hereby reaffirms in all respects the provisions relating to arbitration contained in the Agreement, and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the date on which they were made, and are reasonable as of this date, and that there were, and are as of this date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

Certified this ___ day of ___, 20__:

LESSEE:

By: _____

Name:

Title:

EXHIBIT E

MATTERS TO BE INCLUDED IN RESOLUTION OF GOVERNING BODY

Name: _____

Date: _____

At a duly called meeting of the governing body of Lessee (as defined in the Agreement) held on _____, 20__ the following resolution was introduced and adopted.

WHEREAS the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease Purchase Agreement presented at this meeting, and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

WHEREAS, the Lessee does not reasonably anticipate that the amount of qualified tax-exempt obligations to be issued by it in the calendar year ending December 31, 2011, will exceed \$10,000,000;

BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease Purchase Agreement are in the best interests of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to witness (or attest), respectively, the Lease Purchase Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease Purchase Agreement.

By: _____

_____ Title

By: _____

_____ Title

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease Purchase Agreement is the same as presented at said meeting of the governing body of Lessee.

Clerk

Date

[SEE RESOLUTION]

EXHIBIT F

CERTIFICATE OF LESSEE

The undersigned, _____, duly authorized representative of the named Lessee under that certain Lease Purchase Agreement dated _____ with TD EQUIPMENT FINANCE, INC. as Lessor (the "Agreement") hereby certifies as follows and in accordance with the requirements of the Agreement. Capitalized terms used herein have the same meaning as in the Agreement:

A. INCUMBENCY OF OFFICERS AND SIGNATURES:

I hold the position noted under my signature, and I have all the authority necessary to execute and deliver this Certificate. The following officers of Lessee are duly elected or appointed, and their signatures are true and correct, and where required, have been filed with the appropriate officials of the State:

Signature

Name:
Title:

Signature

Name:
Title:

B. ESSENTIAL USE:

1. The Equipment will be used by the Lessee for the specific purpose of: _____.
2. The Equipment is essential for the functioning of Lessee and is immediately needed by Lessee. Such need is neither temporary nor expected to diminish during the term of the Lease. The Equipment is expected to be used by Lessee for a period in excess of the term of the Lease.
3. Funds are expected to come from the General Fund of Lessee.

This certificate is based upon facts, circumstances, estimates and expectations of Lessee as of the date on which the Agreement was executed, and to the best of my knowledge and belief, as of this date, such facts, circumstances and estimates are true and correct and such expectations are reasonable.

IN WITNESS WHEREOF, I have executed and delivered this certificate as of the ___ day
of _____, 20__.

WITNESS:

Signature

Name & Title

EXHIBIT G

ARBITRAGE AND TAX CERTIFICATE

I, _____, hereby certify that I am the duly qualified _____ of the _____ in the County of _____, Florida ("Lessee"), and HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF as follows:

I. GENERAL.

1.1. The Lease. I am charged with the responsibility of executing a Lease Purchase Agreement (the "Lease") with TD Equipment Finance, Inc. ("Lessor"), dated as of ____, 20__ in the principal amount of \$_____. The Lease provides the Lessor with certain rights to receive Rental Payments, consisting of a principal portion and an interest portion, and with certain other rights under the lease. All initially capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

1.2. Amount Deemed Received Under the Lease. The Lessee is deemed to have received \$_____.

1.3. The Lease Approval. The Lessee is authorized to enter into the Lease pursuant to the Constitution and Laws of the State of Florida and certain proceedings of the governing body of the Lessee.

1.4. Types of Proceeds. The proceeds from the Lease will consist of sale proceeds.

1.5. Regulations. References to Regulations mean the Treasury Regulations promulgated under Section 103, and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code").

1.6. Defined Terms. The following terms have the meanings ascribed to them in the Regulations (and the Code, where indicated) unless the context hereof clearly required otherwise:

- (a) available amount, §1.148-1(b);
- (b) bona fide debt service fund, §1.148-1(b);
- (c) bond year, §1.148-1(b);
- (d) capital expenditure, §1.150-1(b);
- (e) computation date, §1.148-3(e);
- (f) fair market value, §1.148-5(d)(6);

- (g) gross proceeds, §1.148-1(b);
- (h) investment, §1.148-1(b);
- (i) investment proceeds, §1.148-1(b);
- (j) investment property, §148(b)(2);
- (k) investment-type property, §1.148-1(e)(2);
- (l) issue, §1.150-1(c);
- (m) net sale proceeds, §1.148-1(b);
- (n) nonpurpose investment, §1.148-1(b);
- (o) nonpurpose receipts, §1.148-3(d)(2);
- (p) proceeds, §1.148-1(b);
- (q) rebate amount, §1.148-3(b);
- (r) rebate requirements, §1.148-3;
- (s) related party, §1.150-1(b);
- (t) replacement proceeds, §1.148-1(c);
- (u) sale proceeds, §1.148-1(b);
- (v) sinking fund, §1.148-1(c)(2); and
- (w) yield, §1.148-1(b).

II. PURPOSE OF ISSUE.

2.1. Purpose of the Lease. The Lease is being executed to provide \$_____ to finance the Equipment set forth in Exhibit A to the Lease (the "Project").

2.2. No Investment-Type Property. Unless expressly permitted herein, no portion of the proceeds derived from the Lease will be used to finance "investment property" or "investment-type property" with a yield in excess of the yield under the Lease.

2.3. No Overissuance. The proceeds derived from the Lease do not exceed the amount that is required for the purposes described in Section 2.1 above.

2.4. No Reimbursement. None of the proceeds derived from the Lease will be used to reimburse the Lessee for any costs paid 60 days prior to ____ , 20__ , which is the date that the [City Commission] declared the Lessee's official intent to reimburse itself for certain costs of the Project from the proceeds of a lease purchase financing.

2.5. No Refunding. No portion of the proceeds of the Lease will be used, directly or indirectly, to refund another issue.

2.6. No Hedge Bonds. Not more than 50% of the proceeds of the Lease will be invested in nonpurpose investments having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A) of the Code, and at least 85% of the spendable proceeds of the Lease will be used to carry out the governmental purposes of such issue within the three year period beginning on the date hereof. The Lease does not constitute a "hedge bond" within the meaning of Section 149(g) of the Code.

2.7. No Replacement Proceeds.

(a) Other than the proceeds of the Lease, the Lessee has on hand no funds that (i) could legally and practically be used for the governmental purposes for which the Lease is being issued that are not pledged, budgeted, earmarked or otherwise necessary to be used for other purposes, or (ii) would be used for the governmental purposes of the Lease if the proceeds of the Lease were not used or to be used for such purpose.

(b) The Lessee does not reasonably expect that (i) the term of the Lease (which has a weighted average maturity of [____] years) will be longer than reasonably necessary for the governmental purposes of the Lease, and (ii) there will be available amounts during the period that the Lease remains outstanding longer than necessary.

(c) No portion of the proceeds of the Lease will be used directly or indirectly (i) to replace funds of the Lessee or other agency, department, or division of the Lessee that could be used for the Project, or (ii) to replace any proceeds of any prior issuance of obligations by the Lessee or other agency, department or division of the Lessee.

2.8. No Private Business Use of Project.

(a) Not more than five percent (5%) of the proceeds of the Lease will be used, directly or indirectly, in whole or in part, in any activity carried on by any person other than a state or local governmental unit. Use of the proceeds includes (i) ownership of the Project, (ii) actual or beneficial use of the Project pursuant to a lease or a management, incentive payment or output contract, or (iii) any other similar arrangement, agreement or understanding, whether written or oral. The payment of the principal of or the interest on more than five percent (5%) of the Lease will not be, directly or indirectly, (i) secured by any interest in (A) property used or to be used in any activity carried on by any person other than a state or local governmental unit, or (B) payments in respect of such property; or (ii) derived from payments (whether or not by or to the Lessee), in respect of property, or borrower money, used or to be used in any activity

carried on by any person other than a state or local governmental unit. For purposes of this paragraph (a), persons (other than a state or local governmental unit) using such proceeds on the same basis as the general public shall not be taken into account.

(b) None of the proceeds of the Lease will be used, directly or indirectly, to make a finance loans to persons other than a state or local governmental unit.

(c) No proceeds of the Lease will be used to make grants to any person.

III. SOURCE AND DISTRIBUTION OF FUNDS.

3.1. Proceeds Derived from the Lease. The proceeds derived from the Lease are \$_____ which constitute the "proceeds" for purposes of this Certificate.

3.2. Deposit of Proceeds to the Purchase Fund. The proceeds will be deposited in an account of the Lessee and will be applied for the costs of the Project.

3.3. Use of Proceeds. The Lessee will use the proceeds only for capital expenditures in connection with the Project. Such proceeds are not expected to be used to repay, at maturity or otherwise, any indebtedness of the Lessee. The proceeds will be used to pay all or a portion of the costs of the Project within three (3) years from the date hereof. The Lessee certifies that:

(a) It reasonably expects that at least 85% of the net sale proceeds of the Lease will be expended on the Project within three years after the date hereof;

(b) It reasonably expects to incur within 6 months from the date of issue hereof a substantial binding obligation (not subject to contingencies within the Lessee's or a related party's control) to a third party to expend at least 5% of the net sale proceeds of the Lease on the Project; and

(c) It reasonably expects the completion of the Project, and the allocation of net sale proceeds of the Lease to expenditures, to proceed with due diligence.

The proceeds of the Lease deposited into the account of the Lessee may be invested without regard to yield restriction until three years from the date hereof in accordance with Regulations Section 1.148-2(e)(2) and thereafter at a yield not materially higher (1/8 of one percentage point) than yield on the Lease, unless the requirements of Treas. Reg. § 1.148-5(c) are met with respect to yield reduction payments.

3.4. No Reserves. No reserve account has been established by the Lessee.

3.5. No Costs of Issuance. None of the proceeds will be used to pay the costs incurred by the Lessee in connection with the authorization of the Lease.

3.6. Investment Limitation on Sinking Fund Proceeds. Amounts treated as proceeds of the Lease because they are accumulated in any sinking fund for the Lease shall be invested

without regard to yield restriction for a period of thirty (30) days beginning on the date of accumulation, and thereafter shall be invested at a yield not in excess of the yield on the Lease.

3.7. No Other Funds or Accounts. There are no other funds or accounts that are reasonably expected to be used to pay rents under the Lease or that are pledged to the Lease, and for which there is reasonable assurance that amounts on deposit therein will be available to pay rents on the lease if the Lessee encounters financial difficulty.

3.8. Investment of Proceeds Derived from the Lease. The Lessee covenants that any and all investment proceeds earned on gross proceeds in excess of the yield under the Lease will be held and set aside for rebate to the federal government. Such amount shall be calculated in the manner and paid at the times required by the provisions of the Regulations.

IV. TERMS OF THE LEASE AND CALCULATION OF YIELD.

4.1. Terms of the Lease and Method for Computing Yield. The dated date, the date of maturity and the rate of interest of the Lease are as shown in the Lease, which by this reference is made a part hereof as if set forth in full herein. When used in computing the present worth of all payments of principal and interest to be paid on the Lease, produces an amount equal to the purchase price thereof.

4.2. Computation of Purchase Price. The Purchase Price of the Lease (as defined in section 4.4 below) is the product of arm's length negotiations between the Lessor and the Lessee, who are unrelated parties. The Lessor has indicated that it does not intend to reoffer the Lease.

4.3. No Insurance. No insurance has been obtained for the Lease.

4.4. The Purchase Price. The Purchase Price under the Lease is \$_____ ("Purchase Price").

4.5. Computation of Yield. The yield under the Lease, as computed in accordance with the method described in Section 4.1 above, using the Purchase Price that is specified in Section 4.4 above, is [_____] %.

V. REBATE.

5.1. Unless the Lessee qualifies for an exemption from the application of the rebate requirements of Code Section 148, the Lessee will comply with the rebate requirements. Regulation Sections 1.148-7 and -8 sets forth the exemptions from rebate available to the Lessee.

VI. MISCELLANEOUS.

6.1. Single Obligation. Except as discussed herein, there are no other issues of governmental obligations which (i) will be paid out of substantially the same source of funds,

determined without regard to guarantees from unrelated parties, (ii) are being sold at substantially the same time as the Lease (*i.e.*, less than 15 days from the date of the execution of the Lease), and (iii) are being sold pursuant to the same plan of financing in connection with the Lease.

6.2. No Federal Guarantee. Except for the investments of the type described in the last sentence of this Section 6.2, no portion of the payment of the principal portion or interest portion of the rental payments or any credit enhancement or liquidity device relating to the foregoing is or will be guaranteed, directly or indirectly (in whole or in part), by the United States (or any agency or instrumentality thereof). No portion of the Lease has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof), or invested (directly or indirectly) in federally insured deposits or accounts. The foregoing provisions shall not apply to (a) proceeds of the Lease invested for an initial temporary period, as described in section 148(c) of the Code, until such proceeds are needed for the purpose for which said Lease was issued, (b) investments in a bona fide debt service fund, as described in Regulation Section 1.148-1(b), (c) investments in a reserve fund that meets the requirements of Section 148(d), (d) investments in obligations issued by the United States Treasury, or (e) any other investments permitted under regulations promulgated by the Secretary of the Department of the Treasury.

6.3. No Investments to Reduce Yield. The Lessee has not entered into and will not enter into any transaction to reduce the yield on the investment of the proceeds of the Lease in such a manner that the amount to be rebated to the Federal government is less than it would have been had the transaction been at arm's length and had the yield on the issue not been relevant to either party.

6.4. Basis for Statements as to Expectations. The statements as to the expectations of the Lessee made herein are reasonable as of the date of this certificate, and there are no facts, estimates or circumstances that would materially change the expectations expressed in this certificate.

6.5. Management Contract Limitations. The Lessee shall not enter into, materially modify or extend a management or service agreement with respect to any portion of the Project financed with proceeds of the Lease with any entity other than a state or a local governmental unit unless such agreement complies with Rev. Proc. 97-13 issued January 10, 1997, as supplemented by Rev. Proc. 2001-39 issued June 18, 2001, or any successor revenue procedure or regulation thereto.

6.6. Filing of Form 8038-G. On the date hereof, or within the time prescribed for filing such report, the Lessee has caused (or will cause) the filing of a true and complete information report on Form 8038-G with the Internal Revenue Service.

6.7. No Abusive Arbitrage Device. The Lease is not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations thereunder (i) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage and (ii) overburdening the tax-exempt bond market. The Lessee shall not intentionally use any portion of the proceeds from the Lease to acquire higher yield investments or to replace funds which were used, directly or indirectly, to acquire higher yielding investments except as otherwise described herein.

6.8. No Sale of Project. No portion of the Project financed by the Lease is expected to be sold, encumbered or otherwise disposed of prior to the last Rental Payment date without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Lease from gross income for Federal income tax purposes.

6.9. Alteration or Nonobservance of Restrictions. The yield restrictions and any other restriction or covenant contained herein may be altered or ignored if the Lessee receives an opinion of nationally recognized bond counsel to the effect that such alteration or nonobservance will not adversely affect the tax exemption of interest under the Lease to which it is otherwise entitled.

6.10. Changes in Facts and Expectations. The Lessee acknowledges that any changes in facts or expectations from those set forth herein may result in different yield restrictions or rebate requirements from those set forth herein and that a nationally recognized bond counsel should be contracted if such changes do occur.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, I have hereunto set my hand to this Arbitrage and Tax Certificate as of the ___ day of _____, 20__.

LESSEE:

County of _____, State of Florida

By: _____

Name:

Title:

EXHIBIT H

OPINION OF LESSEE'S COUNSEL

1. Lessee is duly organized and validly existing under the Constitution and laws of the State of Florida, with full power and authority to enter into the Lease Purchase Agreement dated _____, 20__ between the Lessee and TD Equipment Finance, Inc. (the "Agreement"), the Escrow Agreement dated _____, 20__ by and among the Lessor, the Lessee, and TD Bank, National Association, as Escrow Agent (the "Escrow Agreement") and all documents related to the purchase of the Equipment and any other documents required to be delivered in connection with the Agreement, the Escrow Agreement or the Equipment (hereinafter "Documents").
2. The Documents, including without limitation, the Agreement and the Escrow Agreement have been duly authorized and executed and are legal, valid and binding obligations of Lessee, enforceable in accordance with the respective terms thereof, except as enforcement may be affected by any applicable bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws or legal or equitable principles relating to the enforcement of creditors rights.
3. The transactions contemplated by and under the Agreement and the Escrow Agreement are in compliance with all local, state and federal law.
4. No approval, consent or withholding of objections is required from any federal, state or local governmental authority or instrumentality with respect to the entry into or performance by Lessee of its obligations under the Documents, except such as have already been obtained.
5. The entry into and performance by Lessee of its obligations under the Documents will not (i) violate any judgment, order, law or regulation applicable to Lessee or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any item of the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than the Agreement or any purchase money security interest retained by any supplier) to which Lessee is a party.
6. There are no suits or proceedings pending or threatened in court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee, which will have a material adverse affect on the ability of Lessee to fulfill its obligations under the Agreement or the Escrow Agreement.

Sample Only!

LEASE PURCHASE AGREEMENT
BETWEEN TD EQUIPMENT FINANCE, INC., AS LESSOR,
AND [CITY/COUNTY NAME], AS LESSEE

Dated _____, 20__

TRANSCRIPT INDEX

1. Lease Purchase Agreement dated _____ among TD Equipment Finance, Inc. and [City/County Name]
Exhibit A – Equipment List
Exhibit B – Terms
Exhibit C – Insurance Coverage Requirements Certificate
Exhibit D – Acceptance Certificate
Exhibit E – See Item #3
Exhibit F – Certificate of Lessee
Exhibit G – Arbitrage and Tax Certificate
Exhibit H – See Item #7
2. Escrow Agreement [Insert]
3. Certified copy of Ordinance/Resolution No. _____ duly adopted by the [City/County] [Council/Commission] of _____ on _____, 20__
4. IRS Form 8038-G
5. Certificate Regarding Interest Rate
6. Truth-in-Bonding Statement
7. Opinion of [City/County] Attorney
8. Opinion of Special Counsel
9. Closing Memorandum

DISTRIBUTION LIST

[City/County Name] - 2 bound (1 to Finance Director, 1 to [City/County] Attorney)
TD Equipment Finance, Inc. - 2 unbound, 1 CD
Bryant Miller Olive P.A. - 1 CD

TD EQUIPMENT FINANCE, INC.
1006 Astoria Boulevard
Cherry Hill, New Jersey 08034

LEASE PURCHASE AGREEMENT

LESSEE:

AGREEMENT #:

DATED:

This Lease Purchase Agreement (the "Agreement") is a binding contract between TD Equipment Finance, Inc., its successors and assigns ("Lessor") and the _____ (the "Lessee," when referring to the governing body, and the "[City/County]," when referring to the territorial boundaries and the legal entity governed by the Lessee).

1. Agreement: In executing this Agreement, Lessee agrees to rent the equipment described in Exhibit A (the "Equipment"). Exhibit B sets forth the terms of the Agreement, including the commencement date (the "Dated Date"), which is the date when the term begins and Lessee's obligation to pay rent accrues. Rental payments (the "Rental Payments") consist of both principal and interest components, must be paid to Lessor as instructed, and must be paid only out of legally available non-ad valorem revenues budgeted and appropriated by the Lessee for such purpose. A portion of each Rental Payment represents interest and the balance of each Rental Payment represents principal, as shown on Exhibit B. To maintain the interest rate set forth in Exhibit B attached hereto, Lessee must comply with the tax covenants as set forth in Section 7 below and file informational federal tax Form 8038-G in a timely manner. If not, each Rental Payment will be increased to the Taxable Rate (as defined herein) to compensate for the loss of the tax exemption status which was assumed in the initial interest rate. The Form 8038-G is an informational return only and will not require Lessee to pay a tax. Lessee agrees to accept the Equipment when delivered, installed and operating to manufacturer's specifications and to execute the Acceptance Certificate, attached hereto as Exhibit D (the "Acceptance Certificate") supplied by Lessor as evidence thereof. Lessee agrees to hold Lessor harmless from damages, if for any reason, the Equipment Vendor (as defined herein) fails to deliver, or delays in the delivery of, the Equipment so ordered or if the Equipment is unsatisfactory for any reason whatsoever. Lessee agrees that any delay in the delivery of the Equipment shall not affect the validity of this Agreement or the obligation to make Rental Payments hereunder. Lessee's execution of the Acceptance Certificate shall conclusively establish that the Equipment covered thereby is acceptable to Lessee for all purposes of this Agreement. If Lessee fails or refuses to sign the Acceptance Certificate within a reasonable time, not to exceed five (5) business days, after the Equipment has been delivered, installed and is operating to manufacturer's specifications, Lessor shall have the option of treating this Agreement as cancelled by Lessee and Lessee shall automatically assume all of Lessor's rights and obligations as purchaser of the Equipment.

2. The Obligation to Make Payments: Rental Payments shall be due and payable as set forth in Exhibit B hereto. The obligation of Lessee to pay Rental Payments hereunder is a current expense of Lessee and not a debt. This obligation shall not be or constitute a general obligation or indebtedness of Lessee or be a "bond" within the meaning of the Constitution of the State of Florida (the "State") but shall be a special, limited obligation of Lessee payable from legally available non-ad valorem revenues annually budgeted and appropriated for such purpose during the then current fiscal period ("Appropriation Period") provided herein. All payments made by or on behalf of Lessee hereunder shall be nonrefundable. Except in the Event of Nonappropriation (hereinafter defined) as set forth in this paragraph, Lessee's obligation to pay such Rental Payments shall be absolute and unconditional and is not subject to any abatement, set-off, defense or counter-claim for any reason whatsoever. Lessee hereby represents and warrants that it has funds available to pay the Rental Payments set forth on Exhibit B through the end of the current fiscal year ("First Appropriation Period"). The [City/County] [Manager/Administrator], in such capacity, agrees to annually include funding for the rental payments under this Lease Purchase Agreement in the final budget submitted to the [City/County] [Commission/Council] and agrees to do all things legally within the power of the [City/County] [Manager/Administrator] to obtain appropriation of funds to pay the rents, it being understood that the [City/County] [Manager/Administrator's] agreement on this point is not binding on the [City/County] [Commission/Council] and shall not be construed to require any action in violation of law. Notwithstanding the foregoing, the obligation of Lessee to make payments hereunder is subject to the annual appropriation by Lessee in each successive Appropriation Period of funds sufficient to make the required Rental Payments hereunder for such Appropriation Period. Hence, after the First Appropriation Period, if Lessee has not appropriated sufficient funds to pay Lessor the Rental Payments due for the then current Appropriation Period an Event of Nonappropriation (an "Event of Nonappropriation") shall be deemed to have occurred. Lessee shall promptly deliver notice thereof to Lessor and shall endeavor to give such notice as soon as a decision of non-appropriation is made. Such notice shall state that the termination of this Agreement was caused by the failure of the Lessee to appropriate moneys to make Rental Payments due hereunder and that Lessee shall promptly, upon the effective date of such termination, return the Equipment at the expense of the Lessee, and as instructed by Lessor, as hereinafter provided. If an Event of Nonappropriation has occurred, this Lease shall terminate, in whole, but not in part, as to all Equipment, effective upon the last day of the fiscal year for which funds were appropriated. Upon termination of this Lease as provided in this Section, Lessee shall not be responsible for the payment of any additional Rental Payments coming due in succeeding fiscal years. Lessee shall then, at Lessee's expense, promptly return the Equipment to Lessor to such location as shall be specified by Lessor. Lessor may then sell or re-lease the Equipment with or without advertisement, at public or private sale or leasing, without notice to Lessee, free of any of Lessee's interest, without any duty to account to Lessee for Lessor's actions or inaction or for any sale or re-lease proceeds. Any net proceeds of any sale or re-lease of the Equipment upon the occurrence of an Event of Non-Appropriation or as may otherwise be provided under this Agreement shall be applied in the following order of priority: first, to pay all of Lessor's costs, charges and expenses incurred in taking, holding, repairing, selling, leasing or otherwise disposing of the Equipment; then

second, to the extent not previously paid by the Lessee, to pay Lessor all Rental Payments due under this Agreement through the termination date; then third, to pay the purchase option amount applicable as of the date of the then current Appropriation Period, as shown in the balance column on the debt service table set forth in Exhibit B; then fourth, to pay any remainder to Lessee.

THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM LESSEE'S LEGALLY AVAILABLE NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE UNDER THIS AGREEMENT FROM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED BY LESSEE ON AN ANNUAL BASIS, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF LESSEE, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF ARE PLEDGED FOR PAYMENT OF SUCH SUMS DUE UNDER THIS AGREEMENT.

3. The Equipment: Lessee agrees and acknowledges that (i) Lessee has selected the Equipment to be acquired by Lessor and rented to Lessee, (ii) the Equipment is, and during the period of this Agreement shall remain, personal property to the Lessee, (iii) the Equipment will have a useful life in Lessee's hands that is substantially in excess of the initial term of this Agreement, and (iv) Lessee does not intend to sell, or otherwise dispose of, the Equipment during the term of the Agreement. Lessee may contact the seller of the Equipment directly, as Lessor's agent, to effect the acquisition of the Equipment. When Lessee accepts the Equipment, Lessee must deliver to Lessor an Acceptance Certificate. If the Equipment has not been identified on the date of this Agreement, the purchase amount shown in the balance column shown on Exhibit B shall be deposited in an account held pursuant to an escrow agreement to be entered into among Lessor, Lessee, and TD Bank, National Association, as escrow agent ("Escrow Fund"). The Lessee shall submit an invoice for the Equipment to Lessor and upon Lessor's approval of such invoice, Lessor shall cause the acquisition of the Equipment to be funded directly to the Equipment Vendor (as defined herein) out of moneys in the Escrow Fund. Alternatively, the Lessee shall submit to the Lessor an invoice for the Equipment and a check evidencing payment to the Equipment Vendor by the Lessee for such Equipment and upon Lessor's approval of such invoice and such evidence of payment, Lessor shall cause the Lessee to be reimbursed for the acquisition of the Equipment out of moneys in the Escrow Fund. However, upon acquisition of the Equipment, Lessee must execute and deliver to Lessor, an Acceptance Certificate, according to the provisions set forth in Section 1. Lessee may assert claims and rights that Lessor may have against any manufacturer of the Equipment as well as the agents or dealers of the manufacturer of any portion of the Equipment (the "Equipment Vendor").

4. Title to the Equipment: During the term of this Agreement, legal title to all Equipment and any and all repairs, replacements, substitutions and modifications thereto for federal income tax and accounting purposes, for purposes of Section 7 hereof, and for all other

purposes shall be in the name of Lessee. By paying the final rental payment due hereunder, Lessee shall be deemed to have exercised Lessee's option to maintain ownership of the Equipment after the term of this Lease, and upon such payment, Lessor shall be obligated to take any actions necessary to evidence the termination of any obligations of Lessee to Lessor hereunder. Following an Event of Default or an Event of Nonappropriation or upon other termination of this Agreement for any reason other than Lessee's rights under Section 5, title to the Equipment will immediately vest in Lessor and Lessee will surrender possession of the Equipment to Lessor. Lessee will promptly execute, or otherwise authenticate, and deliver to Lessor such further documents, instruments, assurances and other records, and take such further action as Lessor from time to time may reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor under such documents.

5. Refinance/Option to Purchase: Lessee, at its sole discretion, may refinance this Agreement at any time during the lease term. Lessee shall be entitled and shall have exercised its option to retain title to the Equipment: (a) upon payment in full of all Rental Payments in accordance with Exhibit B hereof and all other amounts due hereunder, or (b) upon written notice delivered at least thirty (30) days in advance of a proposed date (which shall be a date scheduled for payment of a Rental Payment) for payment and upon payment on such date of the prepayment price equal to all principal due and remaining unpaid and interest accrued to such date of prepayment, plus a prepayment fee of two percent (2%) of such principal due and remaining unpaid.

When Lessee exercises its rights hereunder to retain title to the Equipment and Lessor shall have received all amounts due under this Agreement, then this Agreement shall terminate, and Lessee shall be deemed to have accepted such Equipment AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to further obligations of Lessee created by or arising through this Agreement.

6. Responsibilities for Repair and Maintenance: Lessee agrees to maintain the Equipment in good condition and make all necessary repairs and replacements at Lessee's expense. Lessee agrees to maintain a maintenance log for the Equipment and permit Lessor to inspect the Equipment and the maintenance log(s). Lessee must have the Equipment serviced and repaired at Lessee's expense when servicing or repair is required within intervals not exceeding 125% of those recommended in the Equipment's owner's manual(s).

7. Tax Covenants: Lessee will not make or direct any use of the proceeds of the obligation provided herein or any other funds which will cause such obligation to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended and the treasury regulations promulgated thereunder (the "Code"), to be "federally guaranteed" within the meaning of Section 149 of the Code or to be a "private activity bond" within the meaning of Section 141(a) of the Code. To that end, so long as any Rental Payments

are unpaid, Lessee, with respect to such proceeds and such other funds, will comply with all requirements of such Code sections and all regulations of the United States Department of the Treasury issued thereunder to the extent that such requirements are, at the time, applicable and in effect. Furthermore, to the extent applicable pursuant to Section 148(f) of the Code, Lessee covenants to complete or cause to be completed all reporting requirements and rebate all positive arbitrage to the United States of America. Lessee covenants that the Equipment will be used only for the purpose of performing one or more of Lessee's governmental or proprietary functions, and that the Equipment will not be used in a trade or business of any person or entity other than Lessee on a basis different from the general public. Lessee will not use or permit the use of the Equipment by any person for a "private business use" within the meaning of Section 141(b) of the Code in such matter or to such extent as would result in the inclusion of interest received hereunder in gross income for federal income tax purposes under Section 103 of the Code.

Lessor and the Lessee agree to cooperate in performing all acts and things legally required or desirable in order to assure that the interest component of the Rental Payments will not be included in the gross income of Lessor or its assigns for federal income tax purposes.

If any event shall occur so that the interest component of the Rental Payments become includible in the gross income for federal income tax purposes of the recipient of such Rental Payments (an "Event of Taxability"), the interest rate on the lease payments shall increase to the prime rate as published on the first day of the month in the Wall Street Journal plus two percent (2%) (the "Taxable Rate") from the date of the occurrence of the Event of Taxability. Lessee agrees to pay and indemnify Lessor for all interest, penalties, fines, additions to taxes, levied or assessed on the lease or Lessor as a result of the Event of Taxability.

8. Lessee's Risk of Loss or Damage: Lessee agrees to bear all risk of loss, damage, destruction or theft of the Equipment. Lessee must maintain insurance of the types and in the amounts not less than that set forth on Exhibit C, directing Lessee's insurance company to give Lessor a certificate showing Lessor as lender loss payee and an additional named insured. If Lessee does not maintain the required insurance, Lessor may obtain it and charge Lessee for it. Upon demand therefor from Lessor, Lessee agrees to immediately reimburse Lessor for all such costs and expenses of Lessor for obtaining said insurance. Lessee must give Lessor prompt notice of (1) the loss, theft or destruction of any part of the Equipment, (2) any damage to the Equipment exceeding \$500, or (3) any claim arising out of the ownership, maintenance, storage or use of the Equipment. The parties will cooperate in deciding if insurance proceeds will be applied to the repair of the Equipment or to its purchase price. If Lessor receives insurance proceeds exceeding the amount of the purchase price shown on Exhibit B, plus the interest due thereon, or the amount required to complete agreed upon repairs to the Equipment, Lessor agrees to forward the excess proceeds to Lessee.

9. Indemnification: Except for the negligent acts or omissions of Lessor arising out of entering into this Agreement, including any misstatements of material fact, in connection with any transfer of this Agreement, because Lessee has selected the Equipment for Lessee's use and

purposes, and because Lessee operates and maintains the Equipment, Lessee agrees, to the extent permitted by law of the State of Florida, to indemnify Lessor against any and all loss, damage, injury, claims, taxes (excluding Lessor's income taxes), fees, fines, penalties and expenses (including legal fees and expenses) of every kind that relate to the use, operation, ownership, condition or maintenance of the Equipment by Lessee. Lessee's obligation to indemnify Lessor will continue after termination of the Agreement as to all matters, except those which arise from Lessor's (or anyone Lessor sells or re-leases the Equipment to) use, operation, ownership, condition or maintenance of the Equipment following termination.

10. No Warranty: LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE. THIS SECTION IN NO EVENT IS INTENDED TO AFFECT THE WARRANTIES OR REPRESENTATIONS CONTAINED IN ANY CONTRACT ENTERED INTO FOR THE ACQUISITION OF THE EQUIPMENT.

11. Termination: This Agreement will terminate: (1) upon payment of all amounts due hereunder by Lessee to Lessor for the term of this Agreement, (2) if there shall occur an Event of Nonappropriation, at the time set forth in Section 2, provided that Lessee has returned the Equipment and paid all amounts including interest thereon due and unpaid deriving from the Appropriation Period then in effect for which the Lessee has appropriated adequate funds, (3) upon Lessee's purchase or refinance of the Equipment under Section 5 and Lessee's payment of all amounts due including interest and any prepayment fee due hereunder, (4) at Lessor's option if Lessee defaults as described in Section 12, or (5) if all or any portion of the Equipment has been lost, stolen or damaged beyond repair, upon Lessor's receipt of insurance proceeds covering the purchase price of the lost, stolen or damaged Equipment and the remittance of any excess proceeds as indicated in Section 8 above. When this Agreement terminates, if Lessee has not paid to Lessor all amounts due hereunder, Lessee must, at Lessee's expense, return the Equipment to Lessor at the address specified by Lessor, in as good condition as when Lessee received it, ordinary wear excepted. Lessee must remove all signs and markings and make all repairs (other than for ordinary wear) requested by Lessor. If Lessee does not, Lessor may do so and charge Lessee for it. Lessor may sell or re-lease the Equipment with or without advertisement, at public or private sale or leasing, without notice to Lessee, free of any of Lessee's interest, without any duty to account to Lessee for Lessor's actions or inaction or for any sale or re-lease proceeds. Any net proceeds of any sale or re-lease of the Equipment upon the occurrence of an Event of Non-Appropriation or as may otherwise be provided under this Agreement shall be applied in the following order of priority: first, to pay all of Lessor's costs, charges and expenses incurred in taking, holding, repairing, selling, leasing or otherwise disposing of the Equipment; then second, to the extent not previously paid by the Lessee, to pay Lessor all Rental Payments due under this Agreement through the termination date; then third, to pay the purchase option amount applicable as of the date of the then current Appropriation Period, as set forth in Exhibit B; then fourth, to pay any remainder to Lessee. No prepaid interest will be rebated to Lessee upon termination.

12. Default: The following constitute "Events of Default" under this Agreement: (a) failure by Lessee, other than due to an Event of Non-Appropriation, to pay any Rental Payment or other payment required to be paid hereunder within three days of when such amounts are due; or (b) failure by Lessee to maintain insurance on the Equipment in accordance with Section 8; or (c) failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of fifteen (15) days after written notice is given to Lessee by Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice is capable of being cured but cannot be corrected within such fifteen (15) day period, Lessor will not unreasonably withhold its consent to an extension of such time for so long as Lessor shall deem reasonable if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or (d) initiation by Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning its indebtedness; or (e) the determination by Lessor that any representation or warranty made by Lessee in this Lease was untrue in any material respect upon the execution hereof. If any such Event of Default occurs, Lessor, by written notice to Lessee, may declare this Agreement in default and demand that Lessee pay all unpaid Rental Payments payable by Lessee pursuant to the Agreement and other amounts payable by Lessee due hereunder to the end of the then current Appropriation Period. The Equipment must then be returned to Lessor (as directed and at the address specified by Lessor) at Lessee's expense, and the Equipment and all Lessee's rights therein shall be deemed surrendered to Lessor. Upon declaration of an Event of Default, Lessor may repossess the Equipment with or without process of law, and for the purposes may enter upon any of Lessee's premises or other's premises, wherever the Equipment may be found, without liability therefor. Lessor may recover from Lessee any unpaid amounts due or to become due for the remainder of the then current Appropriation Period, together with all expenses, including attorney's fees and legal expenses (to the extent permitted by law) incurred by Lessor to enforce its rights hereunder. The repossession and sale of the Equipment shall not affect Lessor's right to recover from Lessee all damages which Lessor has suffered because of Lessee's breach. Lessor may sell or release the Equipment with or without advertisement, at public or private sale or leasing, without notice to Lessee, free of any of Lessee's interest, without any duty to account to Lessee for Lessor's actions or inaction or for any sale or re-lease proceeds. Any net proceeds of any sale or re-lease of the Equipment upon the occurrence of an Event of Non-Appropriation or as may otherwise be provided under this Agreement shall be applied in the following order of priority: first, to pay all of Lessor's costs, charges and expenses incurred in taking, holding, repairing, selling, leasing or otherwise disposing of the Equipment; then second, to the extent not previously paid by the Lessee, to pay Lessor all Rental Payments due under this Agreement through the termination date; then third, to pay the purchase option amount applicable as of the date of the then current Appropriation Period, as set forth in Exhibit B; then fourth, to pay any remainder to Lessee. If Lessor is unable to repossess any Equipment after a default, the Equipment shall be deemed to have suffered a total loss compensable under Section 8. Subject to the next sentence, Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease.

Lessor and the Lessee acknowledge that: (i) this Agreement is not intended to create a mortgage of or a security interest in the Equipment as proscribed by Nohrr v. Brevard County Educational Facilities Authority, 247 So. 2d 304 (Fla. 1971); and (ii) Lessor may not exercise any foreclosure-type remedies if an Event of Default occurs, State v. Brevard County, 539 So. 2d 461 (Fla. 1989), notwithstanding any provisions to the contrary in this Agreement.

13. **Liens:** This Equipment must be kept free of all liens and encumbrances at all times.

14. **Limitation on Assignment:** The Lessee may not assign or sublease this Agreement or any interest in it or the Equipment without Lessor's prior written consent and a written opinion of nationally recognized bond counsel to the effect that any such assignment or sublease of this Agreement or any interest in it or the Equipment will not adversely effect the exclusion of the interest component of the Rental Payments from gross income for federal income tax purposes. In no event may Lessee assign or sublet this Agreement or any interest in it or the Equipment to a non-governmental entity. Lessor may assign or sell its interest under this Agreement, in whole or in part, without Lessee's consent, but the assignment will not be effective until Lessee has received notice disclosing the name and address of assignee and information sufficient to enable Lessee to meet the requirements of Section 149(a) of the Code. Lessee shall be provided with written notice of Lessor's assignment; provided, however, Lessee shall continue to submit Rental Payments to Lessor until it receives such notice. During the term of this Agreement, Lessee shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Code.

15. **Late Charges:** If Lessee does not pay Rental Payments due under this Agreement on their due date, Lessor may charge Lessee a late fee of \$5.00 or 5% of the amount that is late, whichever is more; provided that, in no case shall amounts be charged hereunder if such amounts are treated as interest and the rate of such interest exceeds the maximum amount allowable by law.

16. **Exhibits:** Exhibits A through H attached hereto are part of this Agreement, incorporated herein by reference, and must be executed by Lessee, where applicable.

17. **Other Terms:** This Agreement constitutes the entire agreement between the parties as to the subject matter it covers and may not be changed except by a written agreement signed by Lessee and Lessor. If any part of this Agreement is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect the other or remaining provisions hereof. This Agreement and all rights and actions arising under it shall be governed by the laws of the State of Florida. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless received in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. This Agreement may be executed in several counterparts. All notices must be addressed to the parties at their addresses shown on Exhibit B, or at another address specified by either party in writing and shall be deemed given when delivered or mailed by registered mail, postage prepaid. To the extent applicable, Lessee hereby

waives any and all rights and remedies granted Lessee by Sections 508 through 522 of Article 2A of the Uniform Commercial Code including, by way of example only and not as a limitation, the right to repudiate this Agreement and reject the Equipment; the right to cancel this Agreement; the right to revoke acceptance of the Equipment; the right to grant a security interest in the Equipment in Lessee's possession and control for any reason; the right to recover damages thereunder for any breach of warranty or for any other reason deduct all or any part of the claimed damages resulting from Lessor's default, if any, under this Agreement; the right to accept partial delivery of the Equipment; the right to "cover" by making any purchase or leases of or contract to purchase or lease Equipment in substitution for those due from Lessor; the right to recover any general, special, incidental or consequential damages, for any reason whatsoever; and the right to specific performance, replevin, detinue, sequestration, claim and delivery and the like for the Equipment. The waivers contained herein shall not constitute a waiver by Lessee of any of its rights or remedies against the Equipment Vendor and/or manufacturer of the Equipment.

18. Lessee Representations and Warranties: Lessee hereby represents, warrants and covenants to Lessor the following with respect to this Agreement as of the date Lessee executes the Acceptance Certificate: (a) Lessee is duly organized and validly existing under the laws of the State of Florida, with adequate power and capacity to enter into this Agreement, all documents related to the purchase of the Equipment and any other documents required to be delivered in connection with this Agreement or the Equipment (hereinafter "Documents"); (b) the Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their respective terms, except to the extent that the enforcement of remedies therein provided may be limited under applicable bankruptcy and insolvency laws; (c) no approval, consent or withholding of objections is required from any federal, state or local governmental authority or instrumentality with respect to the entry into or performance by Lessee of the Documents, except such as have already been obtained; (d) the entry into and performance by Lessee of its obligations under the Documents will not (i) violate any judgment, order, law or regulation applicable to Lessee or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any item of the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than this Agreement or any purchase money security interest retained by any supplier) to which Lessee is a party; and (e) there are no suits or proceedings pending or threatened in court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee, which will have a material adverse effect on the ability of Lessee to fulfill its obligations under this Agreement; and (f) lessee has complied with all statutes, laws, regulations and procedures in entering into this Agreement and the matters contemplated hereby.

19. **Lessor Representations and Warranties:** Lessor represents, covenants and warrants as following:

- a) Lessor is a corporation duly organized, existing and in good standing under the laws of the State of Maine and is authorized to do business in the State of Florida; has full and complete power to enter into this Agreement, to enter into and to carry out the transactions contemplated by it hereby and thereby and to carry out its obligations under this Agreement, is possessed of full power to own and to hold real and personal property and to lease the same, and has duly authorized the execution and the delivery of this Agreement, and all other agreements, certificates and documents contemplated hereby and thereby.
- b) Neither the execution and the delivery of this Agreement, nor the fulfillment of or the compliance with the terms and the conditions thereof, nor the consummation of the transactions contemplated hereby and thereby conflicts with or results in a breach of the terms, the conditions or the provisions of any restriction, any agreement or any instrument to which Lessor is now a party or by which Lessor or its property is bound, constitutes a default under any of the foregoing that results in the creation or the imposition of any lien, charge or encumbrance whatsoever upon any of the property or the assets of Lessor or upon the Equipment.

20. **Financing:** In consideration for and upon the execution of this Agreement, Lessor hereby agrees to pay to the Lessee the amount of \$_____ which will be deposited in a separate project account which will be maintained by the Lessee (subject to the provisions of Section 3 hereof) for the purchase of the Equipment and related costs.

21. **Conditions of Closing:** Prior to payment to Lessee as stated in Section 20, Lessor shall receive the following:

- a) this Agreement executed by Lessee and Lessor;
- b) an executed Exhibit B to this Agreement;
- c) an executed Insurance Coverage Requirements Certificate, a form of which is attached hereto as Exhibit C;
- d) an executed Acceptance Certificate, a form of which is attached hereto as Exhibit D;
- e) a duly adopted resolution of Lessee, in form and substance acceptable to Lessor and including those matters set forth in Exhibit E hereof;
- f) an executed Certificate of Lessee, a form of which is attached hereto as Exhibit F;
- g) an executed Arbitrage and Tax Certificate, a form of which is attached hereto as Exhibit G for New Money Projects;
- h) an opinion of counsel to Lessee, substantially in the form of the opinions set forth in Exhibit H;

- i) for any Equipment that is a motor vehicle, properly completed certificates of title for such vehicle;
- j) an executed Form 8038-G;
- k) an executed escrow agreement, if required under the provisions of Section 3 hereof; and
- l) any and all opinions, certificates, instruments, financing statements or other documents as Lessor may request to evidence compliance with the agreements to be performed and all conditions to be satisfied under this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first set forth above.

LESSOR: TD EQUIPMENT FINANCE, INC.

By: _____

Name:

Title:

LESSEE: _____

By: _____

Name:

Title:

JURISDICTION: County of _____, State of Florida

EXHIBIT A

EQUIPMENT

Qty.

Description

Value

Total:

EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS CERTIFICATE

9. In accordance with Section 8 of the Lease Purchase Agreement, we have instructed the insurance agent named below (please fill in name, address, contact person, telephone and facsimile numbers).

[INSERT]

to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment (as defined in the Agreement) evidenced by a certificate of Insurance and Long Form Lender Loss Payable Clause naming Lessor "and/or its assigns" as Lender Loss Payee.
- b. Public Coverage Required:
\$1,000,000.00 per person
\$1,000,000.00 aggregate bodily injury liability
\$1,000,000.00 property damage liability

OR

10. We are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.
11. Proof of insurance coverage as provided in Section 1 or 2 of this Exhibit C will be provided to TD prior to the time that the Equipment or Unit thereof is delivered to us.

Certified this ___ day of _____, 20___

LESSEE: _____

By: _____

Name:

Title:

EXHIBIT D

ACCEPTANCE CERTIFICATE

The undersigned, _____, as Lessee under the Lease Purchase Agreement (the "Agreement") numbered _____, with TD EQUIPMENT FINANCE, INC., Lessor, acknowledges receipt in good condition of a _____ described in Exhibit "A" attached to the Agreement, a copy of which is attached hereto.

The undersigned officer of Lessee hereby reaffirms in all respects the provisions relating to arbitrage contained in the Agreement, and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the date on which they were made, and are reasonable as of this date, and that there were, and are as of this date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

Certified this ___ day of ____, 20__:

LESSEE:

By: _____
Name:
Title:

EXHIBIT E

MATTERS TO BE INCLUDED IN RESOLUTION OF GOVERNING BODY

Name: _____

Date: _____

At a duly called meeting of the governing body of Lessee (as defined in the Agreement) held on _____, 20__ the following resolution was introduced and adopted.

WHEREAS the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease Purchase Agreement presented at this meeting, and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

WHEREAS, the Lessee does not reasonably anticipate that the amount of qualified tax-exempt obligations to be issued by it in the calendar year ending December 31, 2011, will exceed \$10,000,000;

BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease Purchase Agreement are in the best interests of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to witness (or attest), respectively, the Lease Purchase Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease Purchase Agreement.

By: _____

Title

By: _____

Title

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease Purchase Agreement is the same as presented at said meeting of the governing body of Lessee.

Clerk

Date

[SEE RESOLUTION]

EXHIBIT F

CERTIFICATE OF LESSEE

The undersigned, _____, duly authorized representative of the named Lessee under that certain Lease Purchase Agreement dated _____ with TD EQUIPMENT FINANCE, INC. as Lessor (the "Agreement") hereby certifies as follows and in accordance with the requirements of the Agreement. Capitalized terms used herein have the same meaning as in the Agreement:

A. INCUMBENCY OF OFFICERS AND SIGNATURES:

I hold the position noted under my signature, and I have all the authority necessary to execute and deliver this Certificate. The following officers of Lessee are duly elected or appointed, and their signatures are true and correct, and where required, have been filed with the appropriate officials of the State:

Signature

Name:
Title:

Signature

Name:
Title:

B. ESSENTIAL USE:

1. The Equipment will be used by the Lessee for the specific purpose of: _____.

2. The Equipment is essential for the functioning of Lessee and is immediately needed by Lessee. Such need is neither temporary nor expected to diminish during the term of the Lease. The Equipment is expected to be used by Lessee for a period in excess of the term of the Lease.

3. Funds are expected to come from the General Fund of Lessee.

This certificate is based upon facts, circumstances, estimates and expectations of Lessee as of the date on which the Agreement was executed, and to the best of my knowledge and belief, as of this date, such facts, circumstances and estimates are true and correct and such expectations are reasonable.

IN WITNESS WHEREOF, I have executed and delivered this certificate as of the ___ day
of _____, 20__.

WITNESS:

Signature

Name & Title

EXHIBIT G

ARBITRAGE AND TAX CERTIFICATE

I, _____, hereby certify that I am the duly qualified _____ of the _____ in the County of _____, Florida ("Lessee"), and HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF as follows:

I. GENERAL.

1.1. The Lease. I am charged with the responsibility of executing a Lease Purchase Agreement (the "Lease") with TD Equipment Finance, Inc. ("Lessor"), dated as of ____, 20__ in the principal amount of \$_____. The Lease provides the Lessor with certain rights to receive Rental Payments, consisting of a principal portion and an interest portion, and with certain other rights under the lease. All initially capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

1.2. Amount Deemed Received Under the Lease. The Lessee is deemed to have received \$_____.

1.3. The Lease Approval. The Lessee is authorized to enter into the Lease pursuant to the Constitution and Laws of the State of Florida and certain proceedings of the governing body of the Lessee.

1.4. Types of Proceeds. The proceeds from the Lease will consist of sale proceeds.

1.5. Regulations. References to Regulations mean the Treasury Regulations promulgated under Section 103, and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code").

1.6. Defined Terms. The following terms have the meanings ascribed to them in the Regulations (and the Code, where indicated) unless the context hereof clearly required otherwise:

- (a) available amount, §1.148-1(b);
- (b) bona fide debt service fund, §1.148-1(b);
- (c) bond year, §1.148-1(b);
- (d) capital expenditure, §1.150-1(b);
- (e) computation date, §1.148-3(e);
- (f) fair market value, §1.148-5(d)(6);

- (g) gross proceeds, §1.148-1(b);
- (h) investment, §1.148-1(b);
- (i) investment proceeds, §1.148-1(b);
- (j) investment property, §148(b)(2);
- (k) investment-type property, §1.148-1(e)(2);
- (l) issue, §1.150-1(c);
- (m) net sale proceeds, §1.148-1(b);
- (n) nonpurpose investment, §1.148-1(b);
- (o) nonpurpose receipts, §1.148-3(d)(2);
- (p) proceeds, §1.148-1(b);
- (q) rebate amount, §1.148-3(b);
- (r) rebate requirements, §1.148-3;
- (s) related party, §1.150-1(b);
- (t) replacement proceeds, §1.148-1(c);
- (u) sale proceeds, §1.148-1(b);
- (v) sinking fund, §1.148-1(c)(2); and
- (w) yield, §1.148-1(b).

II. PURPOSE OF ISSUE.

2.1. Purpose of the Lease. The Lease is being executed to provide \$_____ to finance the Equipment set forth in Exhibit A to the Lease (the "Project").

2.2. No Investment-Type Property. Unless expressly permitted herein, no portion of the proceeds derived from the Lease will be used to finance "investment property" or "investment-type property" with a yield in excess of the yield under the Lease.

2.3. No Overissuance. The proceeds derived from the Lease do not exceed the amount that is required for the purposes described in Section 2.1 above.

2.4. No Reimbursement. None of the proceeds derived from the Lease will be used to reimburse the Lessee for any costs paid 60 days prior to ____ __, 20__, which is the date that the [City Commission] declared the Lessee's official intent to reimburse itself for certain costs of the Project from the proceeds of a lease purchase financing.

2.5. No Refunding. No portion of the proceeds of the Lease will be used, directly or indirectly, to refund another issue.

2.6. No Hedge Bonds. Not more than 50% of the proceeds of the Lease will be invested in nonpurpose investments having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A) of the Code, and at least 85% of the spendable proceeds of the Lease will be used to carry out the governmental purposes of such issue within the three year period beginning on the date hereof. The Lease does not constitute a "hedge bond" within the meaning of Section 149(g) of the Code.

2.7. No Replacement Proceeds.

(a) Other than the proceeds of the Lease, the Lessee has on hand no funds that (i) could legally and practically be used for the governmental purposes for which the Lease is being issued that are not pledged, budgeted, earmarked or otherwise necessary to be used for other purposes, or (ii) would be used for the governmental purposes of the Lease if the proceeds of the Lease were not used or to be used for such purpose.

(b) The Lessee does not reasonably expect that (i) the term of the Lease (which has a weighted average maturity of [_____] years) will be longer than reasonably necessary for the governmental purposes of the Lease, and (ii) there will be available amounts during the period that the Lease remains outstanding longer than necessary.

(c) No portion of the proceeds of the Lease will be used directly or indirectly (i) to replace funds of the Lessee or other agency, department, or division of the Lessee that could be used for the Project, or (ii) to replace any proceeds of any prior issuance of obligations by the Lessee or other agency, department or division of the Lessee.

2.8. No Private Business Use of Project.

(a) Not more than five percent (5%) of the proceeds of the Lease will be used, directly or indirectly, in whole or in part, in any activity carried on by any person other than a state or local governmental unit. Use of the proceeds includes (i) ownership of the Project, (ii) actual or beneficial use of the Project pursuant to a lease or a management, incentive payment or output contract, or (iii) any other similar arrangement, agreement or understanding, whether written or oral. The payment of the principal of or the interest on more than five percent (5%) of the Lease will not be, directly or indirectly, (i) secured by any interest in (A) property used or to be used in any activity carried on by any person other than a state or local governmental unit, or (B) payments in respect of such property; or (ii) derived from payments (whether or not by or to the Lessee), in respect of property, or borrower money, used or to be used in any activity

carried on by any person other than a state or local governmental unit. For purposes of this paragraph (a), persons (other than a state or local governmental unit) using such proceeds on the same basis as the general public shall not be taken into account.

(b) None of the proceeds of the Lease will be used, directly or indirectly, to make a finance loans to persons other than a state or local governmental unit.

(c) No proceeds of the Lease will be used to make grants to any person.

III. SOURCE AND DISTRIBUTION OF FUNDS.

3.1. Proceeds Derived from the Lease. The proceeds derived from the Lease are \$ _____ which constitute the "proceeds" for purposes of this Certificate.

3.2. Deposit of Proceeds to the Purchase Fund. The proceeds will be deposited in an account of the Lessee and will be applied for the costs of the Project.

3.3. Use of Proceeds. The Lessee will use the proceeds only for capital expenditures in connection with the Project. Such proceeds are not expected to be used to repay, at maturity or otherwise, any indebtedness of the Lessee. The proceeds will be used to pay all or a portion of the costs of the Project within three (3) years from the date hereof. The Lessee certifies that:

(a) It reasonably expects that at least 85% of the net sale proceeds of the Lease will be expended on the Project within three years after the date hereof;

(b) It reasonably expects to incur within 6 months from the date of issue hereof a substantial binding obligation (not subject to contingencies within the Lessee's or a related party's control) to a third party to expend at least 5% of the net sale proceeds of the Lease on the Project; and

(c) It reasonably expects the completion of the Project, and the allocation of net sale proceeds of the Lease to expenditures, to proceed with due diligence.

The proceeds of the Lease deposited into the account of the Lessee may be invested without regard to yield restriction until three years from the date hereof in accordance with Regulations Section 1.148-2(e)(2) and thereafter at a yield not materially higher (1/8 of one percentage point) than yield on the Lease, unless the requirements of Treas. Reg. § 1.148-5(c) are met with respect to yield reduction payments.

3.4. No Reserves. No reserve account has been established by the Lessee.

3.5. No Costs of Issuance. None of the proceeds will be used to pay the costs incurred by the Lessee in connection with the authorization of the Lease.

3.6. Investment Limitation on Sinking Fund Proceeds. Amounts treated as proceeds of the Lease because they are accumulated in any sinking fund for the Lease shall be invested

without regard to yield restriction for a period of thirty (30) days beginning on the date of accumulation, and thereafter shall be invested at a yield not in excess of the yield on the Lease.

3.7. No Other Funds or Accounts. There are no other funds or accounts that are reasonably expected to be used to pay rents under the Lease or that are pledged to the Lease, and for which there is reasonable assurance that amounts on deposit therein will be available to pay rents on the lease if the Lessee encounters financial difficult.

3.8. Investment of Proceeds Derived from the Lease. The Lessee covenants that any and all investment proceeds earned on gross proceeds in excess of the yield under the Lease will be held and set aside for rebate to the federal government. Such amount shall be calculated in the manner and paid at the times required by the provisions of the Regulations.

IV. TERMS OF THE LEASE AND CALCULATION OF YIELD.

4.1. Terms of the Lease and Method for Computing Yield. The dated date, the date of maturity and the rate of interest of the Lease are as shown in the Lease, which by this reference is made a part hereof as if set forth in full herein. When used in computing the present worth of all payments of principal and interest to be paid on the Lease, produces an amount equal to the purchase price thereof.

4.2. Computation of Purchase Price. The Purchase Price of the Lease (as defined in section 4.4 below) is the product of arm's length negotiations between the Lessor and the Lessee, who are unrelated parties. The Lessor has indicated that is does not intend to reoffer the Lease.

4.3. No Insurance. No insurance has been obtained for the Lease.

4.4. The Purchase Price. The Purchase Price under the Lease is \$_____ ("Purchase Price").

4.5. Computation of Yield. The yield under the Lease, as computed in accordance with the method described in Section 4.1 above, using the Purchase Price that is specified in Section 4.4 above, is [_____] %.

V. REBATE.

5.1. Unless the Lessee qualifies for an exemption from the application of the rebate requirements of Code Section 148, the Lessee will comply with the rebate requirements. Regulation Sections 1.148-7 and -8 sets forth the exemptions from rebate available to the Lessee.

VI. MISCELLANEOUS.

6.1. Single Obligation. Except as discussed herein, there are no other issues of governmental obligations which (i) will be paid out of substantially the same source of funds,

determined without regard to guarantees from unrelated parties, (ii) are being sold at substantially the same time as the Lease (*i.e.*, less than 15 days from the date of the execution of the Lease), and (iii) are being sold pursuant to the same plan of financing in connection with the Lease.

6.2. No Federal Guarantee. Except for the investments of the type described in the last sentence of this Section 6.2, no portion of the payment of the principal portion or interest portion of the rental payments or any credit enhancement or liquidity device relating to the foregoing is or will be guaranteed, directly or indirectly (in whole or in part), by the United States (or any agency or instrumentality thereof). No portion of the Lease has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof), or invested (directly or indirectly) in federally insured deposits or accounts. The foregoing provisions shall not apply to (a) proceeds of the Lease invested for an initial temporary period, as described in section 148(c) of the Code, until such proceeds are needed for the purpose for which said Lease was issued, (b) investments in a bona fide debt service fund, as described in Regulation Section 1.148-1(b), (c) investments in a reserve fund that meets the requirements of Section 148(d), (d) investments in obligations issued by the United States Treasury, or (e) any other investments permitted under regulations promulgated by the Secretary of the Department of the Treasury.

6.3. No Investments to Reduce Yield. The Lessee has not entered into and will not enter into any transaction to reduce the yield on the investment of the proceeds of the Lease in such a manner that the amount to be rebated to the Federal government is less than it would have been had the transaction been at arm's length and had the yield on the issue not been relevant to either party.

6.4. Basis for Statements as to Expectations. The statements as to the expectations of the Lessee made herein are reasonable as of the date of this certificate, and there are no facts, estimates or circumstances that would materially change the expectations expressed in this certificate.

6.5. Management Contract Limitations. The Lessee shall not enter into, materially modify or extend a management or service agreement with respect to any portion of the Project financed with proceeds of the Lease with any entity other than a state or a local governmental unit unless such agreement complies with Rev. Proc. 97-13 issued January 10, 1997, as supplemented by Rev. Proc. 2001-39 issued June 18, 2001, or any successor revenue procedure or regulation thereto.

6.6. Filing of Form 8038-G. On the date hereof, or within the time prescribed for filing such report, the Lessee has caused (or will cause) the filing of a true and complete information report on Form 8038-G with the Internal Revenue Service.

6.7. No Abusive Arbitrage Device. The Lease is not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations thereunder (i) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage and (ii) overburdening the tax-exempt bond market. The Lessee shall not intentionally use any portion of the proceeds from the Lease to acquire higher yield investments or to replace funds which were used, directly or indirectly, to acquire higher yielding investments except as otherwise described herein.

6.8. No Sale of Project. No portion of the Project financed by the Lease is expected to be sold, encumbered or otherwise disposed of prior to the last Rental Payment date without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Lease from gross income for Federal income tax purposes.

6.9. Alteration or Nonobservance of Restrictions. The yield restrictions and any other restriction or covenant contained herein may be altered or ignored if the Lessee receives an opinion of nationally recognized bond counsel to the effect that such alteration or nonobservance will not adversely affect the tax exemption of interest under the Lease to which it is otherwise entitled.

6.10. Changes in Facts and Expectations. The Lessee acknowledges that any changes in facts or expectations from those set forth herein may result in different yield restrictions or rebate requirements from those set forth herein and that a nationally recognized bond counsel should be contracted if such changes do occur.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, I have hereunto set my hand to this Arbitrage and Tax Certificate as of the ___ day of _____, 20__.

LESSEE:

County of _____, State of Florida

By: _____

Name:

Title:

EXHIBIT H

OPINION OF LESSEE'S COUNSEL

1. Lessee is duly organized and validly existing under the Constitution and laws of the State of Florida, with full power and authority to enter into the Lease Purchase Agreement dated _____, 20__ between the Lessee and TD Equipment Finance, Inc. (the "Agreement"), the Escrow Agreement dated _____, 20__ by and among the Lessor, the Lessee, and TD Bank, National Association, as Escrow Agent (the "Escrow Agreement") and all documents related to the purchase of the Equipment and any other documents required to be delivered in connection with the Agreement, the Escrow Agreement or the Equipment (hereinafter "Documents").
2. The Documents, including without limitation, the Agreement and the Escrow Agreement have been duly authorized and executed and are legal, valid and binding obligations of Lessee, enforceable in accordance with the respective terms thereof, except as enforcement may be affected by any applicable bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws or legal or equitable principles relating to the enforcement of creditors rights.
3. The transactions contemplated by and under the Agreement and the Escrow Agreement are in compliance with all local, state and federal law.
4. No approval, consent or withholding of objections is required from any federal, state or local governmental authority or instrumentality with respect to the entry into or performance by Lessee of its obligations under the Documents, except such as have already been obtained.
5. The entry into and performance by Lessee of its obligations under the Documents will not (i) violate any judgment, order, law or regulation applicable to Lessee or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any item of the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than the Agreement or any purchase money security interest retained by any supplier) to which Lessee is a party.
6. There are no suits or proceedings pending or threatened in court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee, which will have a material adverse affect on the ability of Lessee to fulfill its obligations under the Agreement or the Escrow Agreement.