

RESOLUTION NO. 24-133

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF THREE (3) CLUB CAR CARRYALL 300 GAS GOLF CARTS IN THE AMOUNT OF \$36,210.07 FROM JERRY PATE TURF & IRRIGATION, INC.; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SOURCEWELL CONTRACT GOVERNING THAT PURCHASE.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Jerry Pate Turf & Irrigation, Inc. for the purchase of three (3) Club Car Carryall 300 Gas Golf Carts in the total amount of Thirty-Six Thousand Two Hundred Ten Dollars and Seven Cents (\$36,210.07) in substantially the form **attached as Exhibit A** and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.
2. By accepting the proposal referenced above, the City agrees to be bound by the same terms and conditions obtained by Sourcewell through an advertised, competitive bidding process, Contract No. 122220-CCR, in the form **attached as Exhibit B**.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 23rd day of May, 2024.

CITY OF PANAMA CITY BEACH

By:


Stuart Tettemer, Mayor

ATTEST:


Lynne Fasone, City Clerk



Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation
604 28th Street North
Birmingham, AL, 35203
205-945-9144

www.jerrypate.com

Prepared By: Jeff Martin
jmartin@jerrypate.com
Account Executive: Tony Morris
tmorris@jerrypate.com

DATE: May 16, 2024
EXPIRATION DATE: 30 Days

Exclusively For: City of Panama City Beach - Frank Brown Park
110 S Arnold Rd.
Panama City Beach, FL 32413

Proposed Order
Sourcewell
122220-CCR

Joe Creeden
[Ph#]
[Fax#]
[Customer Acct#] 219730
[Email]

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Sourcewell	Extension
3	104030101	Club Car Carryall 300 Gas	\$ 10,529.00	\$ 8,528.49	\$ 25,585.47
Standard Equipment: White Body Color, Gray Seats, Cargo Box, Halogen Headlights, Premium Hole-N-1 Tires, Standard Transaxle Steering Wheel w/ Memo Clip, Standard Front Suspension, Tailgate Tether, Manual Bed Lift, 12V Powerpoint					
3	CAMPUS_PKG_300G	Carryall 300 G Campus	\$ 2,509.00	\$ 2,132.65	\$ 6,397.95
Hinged Windshield, Cargo Box, Tailgate Tether, Heavy Duty Brushguard, White Canopy, Differential Guard Heavy Duty Rear Receiver, Locking Glovebox, Tail Lights, Brake Lights, Turn Signals and Horn					
3	105288801	5 Panel Rear View Mirror	\$ 92.00	\$ 78.20	\$ 234.60
			2024 MSRP	Sourcewell	Extension
			\$ 13,130.00	\$ 10,739.34	\$ 32,218.02
Freight and Handling				\$	1,066.05
Set Up				\$	2,100.00
Destination Fee				\$	826.00
Total Proposal				\$	36,210.07

Jerry Pate Company offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.
Ask your Account Executive for more information today!

Prices Do Not Include Sales Tax or Applicable Documentation Fees

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on costs and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

To accept this proposal, please sign and return


 Signature
Drew Whitman
 Print Name

5-24-24
 Date
City Manager
 Title

Thank you, we appreciate your business!





Solicitation Number: RFP #122220

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Club Car, LLC, 4125 Washington Road, Evans, GA 30809 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor's sole warranties are those described in Vendor's standard equipment warranty. Vendor disclaims and excludes any other express, implied or statutory warranties, arising by operation of law or otherwise, including without limitation any warranties of merchantability and fitness for a particular purpose. Vendor makes no warranties or representations (express, implied or statutory), arising by operation of law or otherwise, on any equipment, component parts or accessories sold under this Contract which are not manufactured by Vendor. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Vendor's pricing does not include any present or future sales, use, occupation, license, excise or other tax, permit or fee with respect to the sale, delivery or use of the Equipment, Products, or Services under this Contract. Each Participating Entity will be responsible for payment of all taxes, permits or fees, and is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;

- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly

note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for one percent (1%) multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and

Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or

oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising from and to the extent of the violation of law, negligence, omissions, or intentional misconduct of Vendor. Vendor shall not be liable for any indirect, consequential, or exemplary damages, whether arising in contract, tort (including negligence) strict liability, or otherwise, including without limitation, loss of profits, loss of goodwill, and loss of business opportunity.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating

Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws. Vendor's indemnity for patent, trademark and copyright claims shall not extend to infringements based on any designs, plans or other specifications provided to Vendor by Sourcewell or the Participating Entity.

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

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota. The United Nations Convention on the International Sales of Goods shall not apply to this Contract.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

Written notice of default and no less than thirty days opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits

of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** Vendor will comply fully with all laws and regulations applicable to the manufacturing of its Equipment or Products and to the Services rendered under this Contract. Vendor assumes no responsibility, whether by indemnity, warranty, or otherwise, for compliance with laws and regulations concerning matters over which it has no control (e.g., occupational health and safety, pollution, local codes, etc.), related to the use, installation or operation of the Equipment or Products sold under this Contract.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

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

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

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

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

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

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Club Car, LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 1/25/2021 | 11:45 AM CST

DocuSigned by:
Jeff Miller
By: B3849D07B8784C1...
Jeff Miller
Title: Director of Sales Global Strategic Accounts and Custom Solutions
Date: 2/10/2021 | 9:04 AM PST

Approved:
DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 2/10/2021 | 11:06 AM CST

RFP 122220 - Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services

Vendor Details

Company Name: Club Car, LLC.
Address: 4125 Washington Road
Evans, GA 30809
Contact: David Peterson
Email: david.peterson@clubcar.com
Phone: 706-421-7875
Fax: 877-403-2577
HST#: 13-3488925

Submission Details

Created On: Wednesday November 04, 2020 12:26:41
Submitted On: Tuesday December 22, 2020 00:27:35
Submitted By: David Peterson
Email: david.peterson@clubcar.com
Transaction #: 433cc578-97eb-4010-982d-a09a16de86bb
Submitter's IP Address: 50.228.56.250

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Club Car LLC
2	Proposer Address:	4125 Washington Road Evans, GA 30809
3	Proposer website address:	www.clubcar.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jeff Miller Director of Sales, Global Strategic Accounts and Custom Solutions 4125 Washington Road Evans, GA 30907 jcmiller@irco.com 706.414.8212
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Peterson Strategic Account Manager 4125 Washington Road Evans, GA 30809 david.peterson@clubcar.com 706-421-7875
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Ingersoll Rand was established in 1905. The company history can be found here: https://company.ingersollrand.com/company/company-history.html Club Car had a humble beginning in 1958 in Augusta Georgia as a golf car manufacturer. For over 60 years we have been the industry-leading developer of innovation and design, in golf cars, commercial utility vehicles and personal-use transportation. As the global leader of electric vehicles every detail of design, fabrication and assembly is executed with an uncompromised desire for superior performance. Our Values: Integrity, Respect, Teamwork, Innovation, and Courage As a global leader in "Small Task Oriented Vehicles" we have demonstrated an unparalleled ability to deliver on projects of the scope and design of this RFP. We do so by detailing a comprehensive road map that merges transportation strategy, safety, and total cost of ownership through sustainable practices. The foundation of our roadmap lies within three pillars we focus on daily; expertise, a focused distribution channel (selling agents), with dedicated areas of responsibility; and products with proven track records far exceeding expectations.
8	What are your company's expectations in the event of an award?	The expectation for the award is to align Club Car with Sourcewell to further strengthen our relationships with governmental agencies through cooperative purchasing resulting in a mutually beneficial partnership. We want to achieve continued growth within our government business sectors and the potential of being recognized as the preferred supplier of golf cars and small task orientated utility vehicle solutions for Sourcewell and its members. We are seeking a partnership focused on providing value to a diverse group of participating entities. We would be looking to Sourcewell to assist Club Car with encouraging States around the country to adopt our new Sourcewell contract as the State's Contract for our type of products.

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See uploaded file "IR - Club Car - D&B Report 12-4-20.pdf"
10	What is your US market share for the solutions that you are proposing?	We would estimate our market share to be over 25% in our commercial key markets like education, government and municipalities – higher in our core Carryall 4x2, Villager multi-passenger and 411 electric truck; lower in our AWD offering due to Club Car not participating in the larger market consumer 4x4 products.
11	What is your Canadian market share for the solutions that you are proposing?	Our market share in Canada would be similar to that in the US.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Club Car is the manufacturer of small task orientated vehicles. <ul style="list-style-type: none"> • Club Car believes in a consultative sales approach with customers utilizing our Authorized Dealer Network (selling agents) for execution. Our strategy is for the Dealer network (independently owned selling agents) to work with the public entity to identify customer needs and to develop solutions to solve problems and increase efficiencies. Through this consultative approach, the public entity purchases the product and or service from the local Authorized Club Car Dealer (selling agent) or in certain circumstances direct from Club Car. Vehicles will ship from Manufacturing Plant in Evans, GA to local Authorized Club Car dealer network for prepping/setup and final delivery. • All service will be performed by local independently owned Authorized Club Car Dealer (selling agent) • By utilizing our extensive independently owned Authorized Dealer Network (selling agents) we are able to provide top quality service at a competitive cost.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Club Car maintains state manufacturing licenses required for manufacturing of Club Car products. In addition, Club Car maintains all business licenses required by applicable jurisdictions. Club Car does not utilize subcontractors or 3rd parties in the manufacturing or production of its products contemplated by this RFP.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Club Car has been recognized by APPA, Higher Ed Facilities and a host of other organizations with in the golf space. Ingersoll Rand our parent company recently recognized by PDJ for Innovation in Diversity and Inclusion. Ingersoll Rand awarded World Environment Center's 2019 Gold Medal Award for International Sustainable Development. Over the years Ingersoll Rand has been awarded Climate Leadership Awards with the most recent being Excellence for Greenhouse Gas Management by the EPA.
17	What percentage of your sales are to the governmental sector in the past three years	We estimate that approximately 8 – 10% of our commercial revenues are from the governmental sector.
18	What percentage of your sales are to the education sector in the past three years	We estimate that approximately 12 – 15% of our commercial revenues are from the education sector.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	City of Kansas City/OMNIA Partners - Approximately \$60M for the past 3 years. South Carolina State Contract - Approximately \$805k
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Club Car does not hold a GSA contract. We partner with a 3rd party to list our vehicles on their contract. Sales volume for the last 3 years is approximately \$10.1M. Club Car does hold the AFNAF Contract and sales volume for the last 3 years is approximately \$8.69M

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
University of Arizona	Elton Crawford	520-621-6924	*
Georgia College & State University	Mark Meeks	478-445-4458	*
Indiana University	Stephen Roach	317-274-5031	*
City of San Bernardino Municipal Water Dept.	Joseph Hanford	909-453-6223	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Amarillo	Government	Texas - TX	Fleet of Golf Cars for multiple city courses	247 vehicles	\$1.21M	*
City of Arlington	Government	Texas - TX	Fleet of Golf Cars for multiple city courses	297 vehicles	\$1.20M	*
City of Phoenix	Government	Arizona - AZ	Fleet of Golf Cars for multiple city courses	224	\$890k	*
City of Springfield	Government	Illinois - IL	Fleet of Golf Cars for multiple city courses	186	\$811k	*
San Diego State University	Education	California - CA	Multiple utility vehicles for use around campus	48	\$689k	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *

23	Sales force.	<p>Club Car has over 100 Sales employees in North America. They are spread out across United States and Canada, based on size and scope of territory.</p> <p>Club Car Corporate office: Georgia: 4124 Washington Road Evans GA, 30809 800-258-2227</p> <p>Club Car US Branches California: 1203 Hall Ave Riverside, CA 92509 Tel: (951) 735-4675</p> <p>Connecticut: 72 Grays Bridge Road Brookfield, CT 06804 Tel: (203) 740-7044</p> <p>Texas: 4840 Mark IV Parkway Fort Worth, Texas 76106 Tel: (817) 378-8157</p> <p>Pennsylvania/New York/West Virginia: 2400 Ansys Dr., Suite 102 Canonsburg, PA 15317 Tel: (724) 348-3560</p> <p>Club Car Canada Branches: Alberta: #104-2926 Kingsview Blvd. S.E. Airdrie, Alberta T4A 0H5 Tel: (587) 775-0915, 0916, 0917, 0918 Toll Free Tel: (800) 828-6926 Fax: (587) 775-0942</p> <p>Toronto: 51 Worscester Road Toronto, ON M9W 4K2 Tel: (519) 623-2000 Fax: (519) 622-8186</p>
24	Dealer network or other distribution methods.	<p>Dealer Network (Selling Agents): The backbone of our organization's roadmap relies on one of our greatest strengths. We have the strongest dealer channel in the small task oriented vehicle industry. We have a premier group of dealers that have direct areas of responsibility, meaning that they are contractually obligated to sell and service in an "Area of Responsibility" (AOR). Each of these dealers are managed by our Club Car Regional Managers and all have "outside" sales representation as opposed to being retail only outlets which is more common in the small wheel vehicle industry. Standard work for these dealer reps to call on all institutions of higher learning and public agencies within their AOR to listen to stakeholder's individual needs, and to recommend solutions. Our Club Car Regional Managers monitor the dealer's success based on the principals of premier service and continued development and support of their assigned territory. These assessments are constant and continuous, allowing us to work directly with dealers to share best practices, insure quality service and to deliver superior solutions to our end users. Club Cars expansive independently owned Authorized Dealer Network (selling agents) with locations throughout North America gives our customers the quick reliable service they deserve. Our Dealer technicians are factory trained and most locations have excellent parts stock on hand to better service our customers.</p>
25	Service force.	<p>Service will be available through our Club Cars expansive independently owned Authorized Dealer Network (selling agents) with locations throughout North America gives our customers the quick reliable service they deserve.</p>

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Customer service begins with our strong parts network. Club Car maintains a parts inventory of approximately \$12M at its Appling, Georgia location and has a 95% fill rate. Club Car Authorized Dealers also stock parts locally. Club Car's Authorized Dealer Network and Club Car's Factory Direct Service Technicians provide both parts and routine vehicle services across all areas of North America. Parts will be provided within 5 days of the request with the exception of a parts availability issue. All out of stock parts will be prioritized from our corporate headquarters and updates will be communicated along the way.</p> <p>Club Car, can provide product support in regards to order processing, service parts identification and order tracking via a single point of contact by emailing all inquiries to rental@clubcar.com or by calling 706-955-0254, hours of 8am-5pmEST, Monday-Friday. Response time, 24 hours after receipt. Technical Support inquiries are supported via a single point of contact by emailing all inquiries to producttechnicalsupport@clubcar.com or by calling 706-955-0264, hours 8am-5pm EST, Monday- Friday. For onsite and/or shop repairs the Sourcewell member will need to schedule an appointment directly with local Club Car Authorized Dealer's (selling agent) service department. In most cases either Club Car or our local Dealer offer service contracts that would create a path for regularly scheduled preventative maintenance, reducing the need for unscheduled repairs, and/or a fast-tracked service calls. Service needs for those without a service contract are scheduled at the earliest available time.</p> <p>For larger Sourcewell members who employee their own service team, onsite or on-line training can be provide. In addition suggested parts stocking lists can be provided to assist with both preventive maintenance and common repair items reducing the lead time on parts. Club Car offers a full line of repair and part manuals for all the products we sell.</p>
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Club Car Inc. is eager to proudly serve customers throughout United States with planned and unplanned needs.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Club Car Inc. is eager to proudly serve customers throughout Canada with planned and unplanned needs. Club Car has the unique ability to provide Canada wide Utility vehicle solutions directed by one Nationwide strategic account identity via (2) Canadian based Regional Sales Managers. The Regional personnel manage a network of Canadian Dealers purposefully located across the country to better serve Sourcewell Member. We produce a Canadian version of our price book in Canadian dollars and offer Sourcewell member agencies our full array of products and services through our network of local dealers (selling agents) across the provinces in Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Club Car will service all geographic areas of the United States and Canada
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Club Car will fully service all government, education, non-profit and any other Sourcewell eligible entities.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>1. Club Car will advertise in national publications - Government Product News and American City & County. Club Car participates in two national trade shows – NIGP Show and Government Fleet Expo. Along with the national shows, Club Car will also be involved in local, regional, state and federal trade shows throughout the year.</p> <p>2. Club Car will utilize internal bulletins, conference calls, webinars, sales meetings, web based notifications and work with Sourcewell representatives to educate our sales force about the Master Agreement. We have extensive experience in ensuring a robust relationship between a co-op partner like Sourcewell and our Authorized Dealer Network (selling agents). This level of engagement ensures a quick contract uptake and superb contract term execution at a local level.</p> <p>3. Banner ads, print ads, web ads, trade shows and face to face communications will be utilized to promote the Sourcewell Contract to participating Public Agencies. We have a very experienced sales force that will be influencing our Authorized Dealer Network (sales agents) to proactively promote this contract in a professional manner.</p> <p>See upload for a sample of our marketing sales brochure.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	At Club Car we are active on Facebook, Instagram, Twitter and LinkedIn to actively engage potential customers and current users with our products, offerings and financing deals. We also leverage email marketing to potential customers on a monthly basis. We launched a digital sales app as a sales enablement tool to allow our field sales and dealers to easily share marketing materials with potential customers. Lastly we use Google Analytics to consistently monitor traffic to our webpage and our online configurator which allows users to build, configure and price vehicles.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We believe Sourcewell is responsible for working with us and our Dealer Channel (sales agents) to promote our contract. We will work closely with Sourcewell to ensure both organizations can articulate and promote the value proposition of each other to public entities. Club Car has a proven record promoting and selling our products by utilizing cooperative contracts. We plan on leveraging that success to the Sourcewell contract and increase sales for both organizations. Also see our response to question # 32.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently not available.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Club Car and its Authorized Dealer Channel hold Product Training and Customer Experience events throughout the year and any current customer or potential customer can attend these events at the corporate training facilities (costs will be published at the beginning of each year), Club Car Branch locations or at service dealer locations. The Club Car servicing dealer (selling agent) provides base vehicle operation and maintenance training as part of the purchase and delivery. Additional training can be purchased through the local dealer (selling agent).

37	Describe any technological advances that your proposed products or services offer.	<p>Club Car, one of the most respected names in the golf industry, is the world's largest manufacturer of small-wheel, zero-emissions electric vehicles. We're also recognized as an innovation leader. The Visage™ Mobile Golf Information System (Connectivity) is the latest in a long line of technical advances that improve the golfer's experience and help courses operate more efficiently.</p> <ul style="list-style-type: none"> • Connectivity/Infused Technology/Telematics/Car Control/Real Time Fleet Health Assessments: As the innovation leader in this space we have the ability to offer a connected car fleet to all of the public agencies in the program. The system is currently available for new vehicles. The technology is best described in three categories: car tracking, car control and power. <ul style="list-style-type: none"> o Car Tracking offers: real-time vehicle position, vehicle drive history, locate a car functionality and real-time messaging. o Car Control offers: action zone speed control – we can actually set up zones around campus where you can set speed zones and if the car enters a defined area it will slow to your desired speed (think busy quads, high traffic areas, blind spots), action zone messaging, fleet lockdown, geofencing, cart path only, anti-tamper functionality, set maximum speeds, in-car notifications. Power offers: real-time battery status, on-charge status, low battery notifications, odometer, amp ours reporting (think vehicle use load balancing to maximize fleet longevity), charge faults/interrupts o Connectivity is the future within campus fleet environments, from a safety, liability, productivity, and environmental standpoint. We have the ability to scale with Public Agencies as they find value in these technologies.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Club Car is very active in supporting our commercial vertical markets focusing on sustainability with electric vehicles and our best in class reliability and durability. Club Car is one of the largest electric small wheel vehicle manufacturers and has been a strong voice in enabling new technology focusing on improving operations and end customer satisfaction. Our company is very focused on our CRSA community and annually raised over \$1M with our partnership with United Way. In the last couple of years, Club Car has introduced a Grant Program focused on sustainability where universities across the US and Canada send in their application to win a new Club Car vehicle – with this year's winner being the College of Charleston. We have worked with commercial customers on autonomy solutions and new innovation to help achieve their own sustainability efforts. Club Car is the market leader in golf and consumer vehicles and has received numerous awards and acknowledgements on green initiatives such as Lithium, Tempo Walk from the golf industry (PGA, Golf Digest, GSCAA). We have CARB certification on our Club Car electric vehicles including the Club Car 411 Electric Truck.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Club Car designs, tests and manufacturers our vehicles to the highest of standards. Our Club Car vehicles are CARB certified and we maintain that status on our vehicles – which we see as a high mark for sustainability.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not Applicable
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>From our beginning in 1958 Club Car has definitely grown in golf but through our many features and benefits and dealer outlets, Club Car Utility vehicles are used throughout the world and have gained a tremendous reputation. With the array of Utility products and our quality reputation Club Car has also become the largest manufacturer in the world of Light / Mid- Range Utility vehicles. Club Car offers a full range of vehicle solutions to meet the needs of Sourcewell's participating entities. We have the broadest product offering from small 4 passenger vehicles, to light utility work vehicles, to heavier duty 4x4s and finally an all new ½ ton electric truck. We feel not only our products, but our vast dealer network that can support our end customers' needs is a big advantage to what Club Car can offer to the market. Club Car is a leading brand known for quality and reliability, so your customers have more peace of mind knowing a Club Car product will deliver. We can customize our offerings to the customer's needs and offer that service through this agreement. We are truly excited about the opportunity to work with Sourcewell!</p> <p>We design our products with the understanding that many people will be driving them thus we pay close attention to all areas of the vehicles to insure safety standards are built into the quality.</p> <p>Today, we manufacture over 700 vehicles a day with capacity of 1,000 vehicles a day out of Augusta Georgia, and ship products throughout the world. We have come a long way over the years and are very proud to have built a reputation for producing high quality, safe, reliable transportation and utility vehicles in the world.</p>

Listed below are several points on what makes our products unique and how they will benefit Sourcewell members.

- Exclusive Feature/Aircraft Quality 6061 Aluminum: Club Car uses a proven I Beam constructed Aluminum chassis material. Key benefits are, it is stronger, lighter, and will not rust when compared to tubular steel chassis. Aluminum allows our customers to continue rebuilding the product utilizing them for years. Due to our aluminum chassis, Club Car has thousands of 15-20 year old utility vehicles that are still in service today.
- Factory Technical Training: Club Car performs classes in Augusta Georgia and in the field which enables our customer and dealer technicians to better understand and troubleshoot the product.
- Exclusive Feature/Park Brake: Easy to use foot operated park brake allows for easy engaging and disengaging. The park brake is self- adjusting for cable stretch and brake shoe wear. The park brake easily releases through the accelerator pedal and brake pedal. The foot park brake design prevents wearing of brake shoes and driving through a hand brake design.
- Brakes: 4 wheel self- adjusting drum brakes for sure stopping and less maintenance.
- Rack and Pinion Steering: Club Cars self- adjusting steering is maintenance free and automatically adjusts the play from the steering wheel to the tire allowing for a sport like steering feel. In addition the EXCLUSIVE steering column is an automotive design that also self- adjusts to eliminate up and down play.
- Exclusive Feature/Clutches (CVT): Club Cars (CVT) Continuous Variable Transmission allows for smooth shifting and excellent power. The Drive Clutch has an EXCLUSIVE self- adjusting design that eliminates play and rattling of the clutch. The Driven Clutch also has an EXCLUSIVE self- cleaning wiper ring that allows for consistent smooth shifting, and cleaning of the shaft. The clutches are maintenance free and designed to work in dusty dirty environments for many years of maintenance free use.
- Front Body: Designed with the technician in mind for ease of service. Made of unbreakable painted TPO material, the body comes in 5 standard colors and 1 premium color. The front body also uses EXCLUSIVE no fasteners and can be disassembled and reassembled in a matter of seconds.
- Canopy Top: Has heavy duty struts and made of an unbreakable Polyethylene material and designed so water drains towards the rear of the vehicle and away from the passenger and load.
- Warranty: BEST IN CLASS. Utility vehicles: 3 years 3000 hour warranty on chassis, and major components like engine and drive train. Also 2 year or 2000 hours on other electrical components. 4X4 vehicles have a full 2 year or 2000 hour warranty
- Exclusive Feature/ Rear Cargo Box: Has a pickup truck tailgate designed to open and close with one hand. The Rugged aluminum rear box has a rhino bed to deaden noise and exclusive ridges on the side of the box allowing for attachments to be added and providing safe locations for carrying products such as rakes, shovels, weed eaters etc.
- Ergonomically friendly: We built the dash like a pickup truck allowing easy reach to shifter, switches, and viewing of gauges. In addition we added a standard 12 volt power point to charge cell phones. Shelves are designed to carry radios, I pads and cell phones. We built the dash area with the customer in mind allowing less driving fatigue during the work day.
- Exclusive Feature/ Front suspension: Club Car has the tightest turning circle (20 feet) in the industry allowing easy, safe, maneuvering in tight spaces. In addition our camber and toe in adjustment feature improves tire life and less tire wear. The combination of our independent front suspension and 6 ply/ 20 inch tires, allow the driver and passenger to experience an incredibly smooth ride.
- Exclusive Feature/ Kohler Overhead Cam Engine with EFI: Club Car is the first manufacturer to introduce (OHC) Overhead Cam engine technology with (EFI) Electronic Fuel Injection in a light duty/ mid- range utility product line. The advantages are many. The OHC engine brings greater horse power and torque along with improved fuel efficiency by 50% over our prior engine design. OHC brings the lowest emissions in this category, less maintenance, cooler running engine design, longer engine life, improved cold weather starting, no choke cables to break, no carburetor with jets to plug up causing the car not to start. Basically the fuel system is electronically controlled just like an automobile.
- Exclusive Feature/ Transaxle: Easy to shift rear transaxle which has a true neutral. The vehicle has a service switch that allows safe servicing of the engine without having to lift the vehicle off the floor.
- Exclusive Feature/ Modular Cab: Club Cars module cab allows you to build the cab with the components you require. Example you can start with just the cab frame which is ROPS approved. From there you can add a canopy, doors, windshield and wipers, S-Par Heater, and many other accessories. The cab is built exclusively for Club Car by Curtis Cab.
- Dealer Network: Club Cars expansive Authorized Dealer Network of over 600 locations gives our customers the quick reliable service they deserve. Our Dealer technicians are factory trained and most locations have excellent parts stock on hand to better service our customers.
- Service Parts Availability: Club Car has more than 12,500 separate SKUs in our brand new 550,000 square foot service parts warehouse located in Appling GA.
- Connectivity/Infused Technology/Telematics/Car Control/Real Time Fleet Health Assessments: As the innovation leader in this space we have the ability to offer a connected car fleet to all of the public agencies in the program. The system is currently available for new vehicles. The technology is best described in three categories: car tracking, car control and power.

		<p>** Car Tracking offers: real-time vehicle position, vehicle drive history, locate a car functionality and real-time messaging.</p> <p>** Car Control offers: action zone speed control – we can actually set up zones around campus where you can set speed zones and if the car enters a defined area it will slow to your desired speed (think busy quads, high traffic areas, blind spots), action zone messaging, fleet lockdown, geofencing, cart path only, anti-tamper functionality, set maximum speeds, in-car notifications.</p> <p>Power offers: real-time battery status, on-charge status, low battery notifications, odometer, amp ours reporting (think vehicle use load balancing to maximize fleet longevity), charge faults/interrupts</p> <p>** Connectivity is the future within campus fleet environments, from a safety, liability, productivity, and environmental standpoint. We have the ability to scale with Public Agencies as they find value in these technologies.</p> <ul style="list-style-type: none">• Custom Vehicles that are Fit to Individual Tasks: Club Car provides vehicles that are specifically designed, tested and proven to both maximize worker safety and productivity and reduce the added costs and time to build on very unique vehicles. We have the following vehicles already in mass production: ambulance, trash dump, facilities-engineering, housekeeping, food service, security, grounds maintenance, refuse removal, ADA compliant transportation, and a vehicle with an 18 foot aerial scissor-lift. These vehicles are standard, easily quotable with reduced lead times.• Leasing Programs: ** We can provide education on leasing and maximizing budgets with business partners that deal with public entities and possible non-appropriation of funds clauses. We continue to have great success, based on each individual public agencies strategies when it comes to enhancing a consistent cost of ownership when you tie a lease term with our best-in-industry warranty. We have individuals that can visit each public agency or put together seminars or web conferences for simply continuing education on these subjects
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Club Car, LLC ("Club Car") hereby warrants to the original purchaser or lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from Club Car or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty. This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by Club Car, its Authorized Dealers or Distributors, or a service agency approved by Club Car. For repairs made by qualified technicians other than Club Car's factory technicians or an Authorized Dealer or Distributor, Club Car will provide only the replacement parts or components. If the warranty registration form is not completed and returned to Club Car at the time of the original retail sale, the Purchaser must provide proof of date of purchase with any warranty claim.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, per warranty exclusions section of the warranty agreement.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes per the applied Club Car warranty labor rate and travel coverage which must be submitted through the WMS (Warranty Management System)
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Service is managed through our Club Car Dealer Channel (Selling Agents) to support warranty repairs. The Sourcewell participating entities will need to work directly with the closest Club Car Dealer for any warranty repairs. Club Car and its commercial dealer network is capable of providing certified technical support Canada Wide. It must be noted that the timeliness of this certified service to remote locations (predominantly the northern regions of provinces) may not be as prompt as accepted or required. In these cases, alternative solutions can be derived. As examples; shipment of warranty replacement parts for local installation, customer technical product training, sublet technical support.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No, This and any other warranty shall be void if the vehicle or component is damaged, involved in an accident, abused or used in an unintended manner or shows indications that it has been altered in any way, including, but not limited to, modification of the speed governor, braking system, steering, transaxle, or other operating systems of the car to cause it to perform outside club car specifications. The warranty is likewise void if the vehicle shows indications that reasonable or necessary maintenance as outlined in the operator's manual and maintenance and service manual was not performed at the time and in the manner specified in such manuals.
47	What are your proposed exchange and return programs and policies?	Club Car warranty system automatically generates a part return request in the "Due Parts" Inbox for the part that is required for return/inspection prior to processing a claim. All parts that are not required to be returned at the time of claim submission must be held for 90 days from that date. Club Car reserves the right to request for any part(s) submitted under a claim within 90 days of the claim submission date. All warranty parts must be properly identified with a "Warranty Part Identification Tag" (WRT23307WT) and every package or shipment must be identified with a "Warranty Return Label" (WRT23311WL) before returning them to Club Car for review. These labels and tags can be ordered free of charge from service parts are stated in service bulletin 10-001. If a part requested by Club Car is not returned within the specified term in the warranty system, the claim will be denied. Part(s) from a denied warranty claim may be requested for return at the dealer's expense. The request must be made in writing to the Warranty department within 30 days from the claim denial date. Warranty department will scrap all parts that are not requested for return after 30 days from the claim denial date. Warranty does not cover vehicle or non club car parts return or exchanges.
48	Describe any service contract options for the items included in your proposal.	Service agreements/contracts are managed and owned directly through our Club Car Dealer Channel (Selling Agents) and will vary from Dealer to Dealer. Service agreements/contracts are available only in factory direct areas for Fleet Golf Customers.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Payment terms with Club Car are net 30. Payment terms with our Dealer Channel (Selling Agent) will vary by Dealer.
50	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Financing options and leasing solutions are available: Operating Leases and Conditional Sales Contracts are available through Club Car's 3rd party preferred financing partners with terms up to 60 months. Leasing may also be provided direct through Club Car Authorized Dealer's (Selling Agent) third party preferred financing provider. Sourcewell members will work with their local Club Car Authorized Dealer (Selling Agent) to see what options are available.</p> <p>Club Car can also provide education to Sourcewell members on leasing and maximizing budgets with business partners that deal with public entities and possible non-appropriation of funds clauses. We continue to have great success, based on each individual public agencies strategies when it comes to enhancing a consistent cost of ownership when you tie a lease term with our best-in-industry warranty. We have individuals that can visit each public agency or put together seminars or web conferences for simply continuing education on these subjects</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Our Club Car Dealer Network (Selling Agents) will be handling the sales from Sourcewell members and our dealers will be quoting the vehicle(s) as well as receiving the payment from the Sourcewell member. As our dealers are working with their customers they will determine if the local agency is already a Sourcewell member or not. If they need to sign-up, our dealers will be educated in the application process and can help their customer complete the membership application as well as have support from our Club Car personnel should they require any additional assistance.</p> <p>Our Dealer Network (Selling Agents) will be aware of the Sourcewell contract pricing and the discount structure that will need to be passed on to their customers. This information will be published as an internal bulletin on our Club Car Dealer Portal as well as provided in writing and focused on during all dealer trainings. They will work up a quote for the Sourcewell member. All documents will have the Sourcewell member number and the Club Car contract number. Once the Sourcewell member approves the quote the dealer will order the equipment from Club Car. When the equipment arrives, the dealer will prep/assemble the unit and deliver it to their customer. The dealer will review operating instructions with the customer and fill out the warranty registration within the Club Car system. The Sourcewell member will pay the dealer for the purchase. The Dealership will settle the equipment and upload the purchase order (if available) and a copy of the dealer quote into the Club Car order system, which will contain the member number, contract number and serial number for auditing purposes. Each quarter the Club Car Strategic Account Manager will run a Sourcewell report on all sales. The Strategic Account Manager will verify that the dealership information (from the settlement system) is correct and then file a quarterly sales report and pay the administration fee to Sourcewell.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, P-cards are accepted for payment but are at the local dealer's (selling agents) discretion. There could be a 3% fee of the total purchase price for utilizing this type of payment process.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *

53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Pricing will be updated on a yearly basis at Model Year (typically in August). Each product will be discounted off Club Car's US or Canadian Suggested List Price (MSRP) which is published at Model Year per the attached "2021 - Sourcewell - Vehicle Pricing - USA.pdf" or "2021 - Sourcewell - Vehicle Pricing - Canada.pdf". Any new vehicles that are added to the Club Car lineup will automatically be added to the program/contract and discounting will follow the established discount structure listed in the Sourcewell Pricing Summary page in the pdf files based on the type/category the vehicle falls under.</p> <p>Freight for Sourcewell members is FOB Club Car North America plant (Augusta, GA).</p> <p>Total final price will include discount off of MSRP list price with freight from Club Car to local dealer (selling agent), setup/prepping, surcharge, dealer delivery fee and any other additional costs associated with the final sale. Same discounting structure matrix will be used for both United States and Canada.</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Club Car's proposed discounts off MSRP list will range from 4% to 34% depending the vehicle type/category.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be reviewed and evaluated on a case by case basis. Our Club Car dealers are authorized, at the dealer's discretion, to provide additional discounts at the local level.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Any "open market" or nonstandard option" will be quoted at MSRP. At the dealer's discretion, they may provide additional discounts at the local level.

<p>57</p>	<p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>Dealers also charge for PDI, Installation & Prepping/Set-up fees. Vehicles are shipped from the manufacturing facility in Evans, GA to the local Club Car Authorized Dealer (selling agent) requiring final assembly by the Authorized Dealer (selling agent).</p> <p>What the local Club Car Authorized Dealer (selling agent) will charge will be determined by complexity of final assembly and distance between their location and customer.</p> <p>For United States Club Car will implement the following prepping/PDI fee's for the basic vehicle configurations.</p> <ul style="list-style-type: none"> • For Fleet Golf Cars: <ul style="list-style-type: none"> o \$50 prepping fee o \$150 prepping fee for the Café Express • For Club Car 411 – Truckster Vehicle: <ul style="list-style-type: none"> o \$600 prepping fee • For all remaining Commercial Utility Vehicles (2wd & 4x4), Transportation, Low Speed Vehicles: <ul style="list-style-type: none"> • \$450 prepping fee for basic vehicles to include canopy top & windshield installation • \$800 prepping fee for vehicles with the standard basic cab assembly • \$400 prepping fee for vehicles with the standard van box to be added in addition to the standard fees listed above if combined with a cab or canopy top/windshield. <p>Vehicles that have a higher level of complexity for final assembly charges will be completely determined by the local Club Car Authorized Dealer (selling agent).</p> <p>Our Dealers (selling agents) are all independent businesses. Club Car cannot dictate to them what to charge beyond the base charge to install canopy tops, windshields, basic cabs and basic van boxes.</p> <p>Surcharges if applicable may also be charged along with requests for additional manuals.</p> <p>For Canada Club Car will implement the following prepping/PDI fee's for the basic vehicle configurations (pricing in CAD).</p> <ul style="list-style-type: none"> • For Fleet Golf Cars: <ul style="list-style-type: none"> o \$67 prepping fee o \$202 prepping fee for the Café Express • For Carryall 411 – Truckster Vehicle: <ul style="list-style-type: none"> o \$808 prepping fee • For all remaining Commercial Utility Vehicles (2wd & 4x4), Transportation, Low Speed Vehicles: <ul style="list-style-type: none"> • \$606 prepping fee for basic vehicles to include canopy top & windshield installation • \$1,077 prepping fee for vehicles with the standard basic cab assembly • \$538 prepping fee for vehicles with the standard van box to be added in addition to the standard fees listed above if combined with a cab or canopy top/windshield.
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58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>All Club Car vehicles are shipped from the manufacturing facility in Evans, GA to the local Club Car Authorized Dealer (selling agent) via Club Car Transportation for assembly and then will require final delivery to the purchasing Public Entity by the Authorized Dealer (selling agent).</p> <p>Refer to Freight Rates Schedule for State or Province specific rates, attached in the pricing section – “2021 Club Car Freight Rates - Sourcewell - USA.pdf” or “2021 Club Car Freight Rates - Sourcewell - Canada.pdf”.</p> <p>Rates will be based on the most current published rates that Koch/Club Car Transportation establishes on a yearly basis.</p> <p>Dealers will also charge a local delivery fee. The following Dealer delivery fees for United States are to be included in every quote and are on a per vehicle basis:</p> <table border="0"> <tr> <td>Distance from Dealer to Final Destination</td> <td>Fee Schedule</td> </tr> <tr> <td>0-25 round trip miles</td> <td>\$75</td> </tr> <tr> <td>26-50 round trip miles</td> <td>\$100</td> </tr> <tr> <td>51-75 round trip miles</td> <td>\$125</td> </tr> <tr> <td>76-100 round trip miles</td> <td>\$150</td> </tr> <tr> <td>101 miles or more</td> <td>\$2/mile round trip</td> </tr> </table> <p>The following Dealer delivery fees for Canada are to be included in every quote and are on a per vehicle basis (pricing in CAD):</p> <table border="0"> <tr> <td>Distance from Dealer to Final Destination</td> <td>Fee Schedule</td> </tr> <tr> <td>0 - 40.23 km round trip</td> <td>\$101</td> </tr> <tr> <td>40.24 - 80.47 km round trip</td> <td>\$135</td> </tr> <tr> <td>80.48 – 120.70 km round trip</td> <td>\$168</td> </tr> <tr> <td>120.70 – 160.93 km round trip</td> <td>\$202</td> </tr> <tr> <td>160.94 km or more</td> <td>\$2.69/km round trip</td> </tr> </table>	Distance from Dealer to Final Destination	Fee Schedule	0-25 round trip miles	\$75	26-50 round trip miles	\$100	51-75 round trip miles	\$125	76-100 round trip miles	\$150	101 miles or more	\$2/mile round trip	Distance from Dealer to Final Destination	Fee Schedule	0 - 40.23 km round trip	\$101	40.24 - 80.47 km round trip	\$135	80.48 – 120.70 km round trip	\$168	120.70 – 160.93 km round trip	\$202	160.94 km or more	\$2.69/km round trip
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0-25 round trip miles	\$75																									
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120.70 – 160.93 km round trip	\$202																									
160.94 km or more	\$2.69/km round trip																									
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and delivery expense calculation method will be used for offshore delivery as well as Alaska, Hawaii, and Canada. For Alaska & Hawaii or any offshore deliveries we can quote FCA Augusta (Customer pickup) / FCA Savannah (we handle container loading & getting it back to Savannah port) / CIF Port terms (we handle container loading & transportation to named port)																								
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Club Car can offer customers the opportunity to "will call" vehicles for an additional cost. This allows the customer to pick up equipment from the manufacturing facility in Evans, GA depending on the circumstances.																								

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing is similar or better than most.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	All orders submitted by our Dealer Channel (Selling Agents) are required to include documents containing the PO (if available), a copy of their detailed quote and listing the contract number along with the Sourcewell member's number to be reviewed by our local Club Car Regional Sales Manager for compliance. At the end of every month our Contract Manger will run a report for all orders under the program and will spot check most orders for proper pricing and compliance.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Club Car agrees to pay Sourcewell a 0.75% admin fee for sales under the contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Club Car, one of the most respected names in the golf industry, is the world's largest manufacturer of small-wheel, zero-emissions electric vehicles.</p> <p>Club Car manufactures a full line of golf cars, utility, turf and transportation vehicles. In addition, Club Car produces multiple hospitality and mobile merchandising vehicles to support the needs of public agencies. Club Car can offer the following solutions to public agencies: 2, 4, 6 & 8 passenger vehicles, electric, gas, diesel powered, 2wd, 4wd and cargo carrying vehicles.</p> <p>The Club Car portfolio includes products for:</p> <ul style="list-style-type: none"> • Golf Operations: Precedent® & Tempo® golf cars, Carryall® utility vehicles, and Café Express™ refreshment centers • Commercial and Business: Street-legal Villager™ LSVs, Villager and Transporter™ multi-passenger, and Carryall 4x2 utility vehicles and 4x4 utility vehicles • Custom Solutions & Fit-to-Task Vehicles, where ideas are turned into reality for colleges and universities, hotels and resorts and many other markets. Our Custom Solutions Department will work with customers on developing special options for unique tasks such as ladder rack, special cargo and van boxes, special lighting and ambulance packages to name a few. We provide vehicles that are specifically designed, tested and proven to both maximize worker safety and productivity and reduce the added costs and time to build on very unique vehicles. We have the following vehicles already in mass production: ambulance, trash dump, facilities-engineering, housekeeping, food service, security, grounds maintenance, refuse removal, ADA compliant transportation, and a vehicle with an 18 foot aerial scissor-lift. These vehicles are standard, easily quotable with reduced lead times. • We're also recognized as an innovation leader. The Visage™ Mobile Golf Information System (Connectivity) is the latest in a long line of technical advances that improve the golfer's experience and help courses operate more efficiently. • Club Car also offers hundreds of accessories and options that let you customize your golf and utility vehicle to your usage.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> o Fleet Golf Cars <ul style="list-style-type: none"> Tempo 2 Passenger, Precedent i2 & Tempo 2 Passenger Lithium Ion o Utility Vehicles (2wd Small Bed) <ul style="list-style-type: none"> Carryall 100 o Utility Vehicles (2wd Med & Large Bed) <ul style="list-style-type: none"> Carryall 300, Carryall 500, Carryall 502, Carryall 550, Carryall 700 & Carryall 900 o Utility Vehicles (4x4/AWD) <ul style="list-style-type: none"> Carryall 1500 2WD, Carryall 1500 AWD, Carryall 1500 IntelliTach & Carryall 1700 AWD o Transportation Vehicles (Villager & Transporter) <ul style="list-style-type: none"> Transporter, Transporter XL & Transporter XLC Tempo 2 (P.O.V.), Tempo 2 + 2 & Tempo 2 + 2 Lithium Ion Precedent i2 Villager 4, Villager 6 & Villager 8 o Hospitality Vehicles <ul style="list-style-type: none"> Café Express o Low Speed Vehicles (LSVs) <ul style="list-style-type: none"> Carryall 510 LSV, Carryall 710 LSV, Villager 2 LSV & Villager 2+2 LSV o Truckster LSV & Non LSV <ul style="list-style-type: none"> Club Car 411 LSV & Club Car 411 Non-LSV • Accessories/Options/Custom Solutions/SVP Parts (ordered w/vehicle) • Service or Replacement Parts • Visage - Connectivity - Telematics

Table 148: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered	Comments
66	Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Carryall, Transport, Villager & Truckster *
67	Task Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Will be dependent on the vehicle *
68	Golf Carts	<input checked="" type="radio"/> Yes <input type="radio"/> No	Precedent and Tempo & Tempo Lithium *
69	Low-speed Vehicles (LSV)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Carryall LSV, Villager LSV and Truckster LSV *
70	Parking Enforcement	<input checked="" type="radio"/> Yes <input type="radio"/> No	Available on multiple Carryall vehicles *
71	Patrol and EMS Solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Available on multiple Carryall vehicles
72	Passenger Shuttles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Transporter Vehicles along with Villager Vehicles
73	Burden Carriers	<input type="radio"/> Yes <input checked="" type="radio"/> No	
74	Side-by-sides	<input checked="" type="radio"/> Yes <input type="radio"/> No	Carryall 4x4 vehicles
75	All-Terrain Vehicles (ATV)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Snowmobiles	<input type="radio"/> Yes <input checked="" type="radio"/> No	
77	Personal Watercraft	<input type="radio"/> Yes <input checked="" type="radio"/> No	
78	Food and Beverage Solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Available on multiple Carryall vehicles
79	Athletic and Campus-use Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Table 15: Industry Specific Questions

Line Item	Question	Response
80	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded a contract, Club Car will be measuring sales penetration by state, agency types, by Dealer Channel (selling agents), by Club Car Regional Sales Manager territory, vehicle type and sub categories on a monthly, quarterly and yearly basis. *
81	Identify the engine types available for your products (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	Gas, diesel and electric
82	Describe the reliability of your products in extreme hot and cold environments and inclement weather.	Our vehicles are built to be very reliable in both hot and cold environments along with inclement weather.

Exceptions to Terms, Conditions, or Specifications Form

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

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>,
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Peterson, Strategic Account Manager, Club Car, LLC

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 4_Utility_Transport_Golf_Recreation_122220 Thu November 19 2020 01:54 PM	<input checked="" type="checkbox"/>	1
Addendum 3_Utility_Transport_Golf_Recreation_122220 Fri November 13 2020 03:48 PM	<input checked="" type="checkbox"/>	1
Addendum 2_Utility_Transport_Golf_Recreation_122220 Wed November 11 2020 11:00 AM	<input checked="" type="checkbox"/>	1
Addendum 1_Utility_Transport_Golf_Recreation_122220 Wed November 4 2020 04:33 PM	<input checked="" type="checkbox"/>	2