

**CONTRACT FOR SUPPLY**

**CONTRACT NO: 1445-14261**

**FOR**

**GOLF, UTILITY AND HOSPITALITY CARTS**

**BETWEEN**



**COOK COUNTY FACILITIES MANAGEMENT  
AND**

**E-Z GO DIVISION OF TEXTRON, INC.  
(Based on City of Tucson Contract No. 130795)**

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**List of Exhibits**

Exhibit 1	Price Proposal
Exhibit 2	City of Tucson Contract (Contract No. 130795)
Exhibit 3	Evidence of Insurance

Economic Disclosure Statement (Including MBE/WBE participation plan)

**AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and E-Z Go Division of Textron, Inc., doing business as a corporation of the State of Georgia hereinafter referred to as "Contractor".

**BACKGROUND**

Whereas, the County, pursuant to Section 34-140 (the Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the City of Tucson ("the City") solicited a formal Bid process for Golf, Utility and Hospitality Carts and the Contractor was identified as the qualified and best value provider for the services; and

Whereas, the City of Tucson ("the City") entered into a contract on November 4, 2013 for the provision of services by the Contractor for the City relative to Golf, Utility and Hospitality Carts ("the City Contract"); and

Whereas, the County through the City-County collaboration initiative, wishes to leverage the procurement efforts of the City; and

Whereas, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and E-Z Go Division of Textron, Inc., herein after the "Contractor"; and

Whereas, the County, through the Various Cook County Agencies, desires certain similar supplies of the Contractor; and

Whereas, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

Whereas, the Contractor agrees to provide to the County golf, utility and hospitality carts, incorporated as Exhibit 1, Price Proposal and Exhibit 2, City of Tucson Contract (Contract No. 130795); and

**Whereas,** the Contractor warrants that it is ready, willing and able to deliver these items set forth in Exhibit 1, Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City Contract as set forth in Exhibit 1, Price Proposal, and incorporated herein by reference; and

**Whereas,** this Contract shall be effective after proper execution of the contract documents by the County from December 30, 2014 through December 31, 2015, with two, one year renewal options; and

**Whereas,** Payment shall be as follows:

In no case shall such charges exceed the amount of \$103,996.20. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County; and

**Whereas,** the County and the Contractor agree to the Terms and Conditions as stated in the City Contract, hereto incorporated by reference as Exhibit 2, City of Tucson Contract (Contract No. 130795), all as may be applicable to the County; and

**Whereas,** the County General Conditions are incorporated and attached, and this Contract incorporates and is subject to the provisions attached hereto as General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 2 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and

**NOW, THEREFORE,** in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor and the County agree and the information set forth is incorporated by reference herein.



### **INCORPORATION OF BACKGROUND INFORMATION**

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

### **INCORPORATION OF EXHIBITS**

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1      Price Proposal
- Exhibit 2      City of Tucson Contract (Contract No. 130795)
- Exhibit 3      Evidence of Insurance

### **GENERAL CONDITIONS**

#### **GC-01      SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or makes the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

#### **GC-02 PERSONNEL**

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

#### **GC-03 INSURANCE REQUIREMENTS**

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.

- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

**Insurance Requirements of the Contractor**

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

**1. Coverages**

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of  
\$500,000 each Accident  
\$500,000 each Employee  
\$500,000 Policy Limit for Disease

- 2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

- 1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

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General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2) Uninsured/Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. **Additional requirements**

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

(c) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

**GC-04 INSPECTION AND RESPONSIBILITY**

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

**GC-05 INDEMNIFICATION**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**GC-06 PAYMENT**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

**GC-07 PREPAID FEES**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**GC-08 TAXES**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

**GC-09 PRICE REDUCTION**

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

**GC-10 CONTRACTOR CREDITS**

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

**GC-11 DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**GC-12 DEFAULT**

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;

4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

**GC-13 COUNTY'S REMEDIES**

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

**GC-14 CONTRACTOR'S REMEDIES**

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.



Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

**GC-15 DELAYS**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

**GC-16 MODIFICATIONS AND AMENDMENTS**

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

**GC-17 PATENTS, COPYRIGHTS AND LICENSES**

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

**GC-18 COMPLIANCE WITH THE LAWS**

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND**  
**CONSULTING SERVICE AND SOLE SOURCE**

**I. POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than seventeen and a half percent (17.5%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs. The bidder shall have a subcontracting goal of not less than twelve and a half percent (12.5%) MBE and five percent (5%) WBE of the awarded contract price for work to be performed for this contract.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.
- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

**II. REQUIRED SUBMITTALS**

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

**A. MBE/WBE Participation Documentation**

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. **Current Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

**B. Use of MBE/WBE Professionals**

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub-Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi-Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

**V. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:

Administrator  
Cook County Office of Contract Compliance  
118 N. Clark Street - Room 1020  
Chicago, Illinois 60602  
(312)603-5502

**GC-20 MATERIAL DATA SAFETY SHEET**

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

**GC-21 CONDUCT OF THE CONTRACTOR**

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

**GC-22 ACCIDENT REPORTS**

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

**GC-23 USE OF COUNTY PREMISES AND RESOURCES**

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

**GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT**

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

**GC-25 GENERAL NOTICE**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

**TO THE COUNTY:**

COOK COUNTY CHIEF PROCUREMENT OFFICER  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602  
Include County Contract Number in all notices)

**TO THE CONTRACTOR:**

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

**GC-26      GUARANTEES AND WARRANTIES**

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

**GC-27      STANDARD OF DELIVERABLES**

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

**GC-28      DELIVERY**

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 1:30 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.



**GC-29 QUANTITIES**

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

**GC-30 CONTRACT INTERPRETATION**

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

**GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

**GC-32 GOVERNING LAW**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**GC-33 WAIVER**

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

**GC-34 ENTIRE CONTRACT**

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

**GC-35      AUDIT: EXAMINATION OF RECORDS**

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES**

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

**GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

**GC-39 COOPERATIVE PURCHASING**

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

**GC-40 COOPERATION WITH INSPECTOR GENERAL**

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

**GC-41 FEDERAL CLAUSES**

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

- (a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
- (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

- (1) Any subject data developed under the contract or sub agreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
  - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.



The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) **Environmental Protection.** The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

- (e) **Preference for Recycled Products.** To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. **No Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. **Cargo Preference - Use of United States Flag Vessels**

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or sub agreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. **Fly America**

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. **No Federal Government Obligations to Third Parties**

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)  
All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 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 shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)  
When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)  
Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

22. Rights to Inventions Made Under a Contract or Agreement  
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 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.
23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended  
Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)  
Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient.
25. Debarment and Suspension (E.O.s 12549 and 12689)  
No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**END OF SECTION**



Page 1

**EXHIBIT 1**

**Price Proposal**

The following table shows the prices for the various items listed in the schedule of items. The prices are in U.S. dollars and are subject to change without notice.

The prices are based on the current market prices of the various items. The prices are subject to change without notice. The prices are in U.S. dollars.

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**E-Z-GO DIVISION OF TEXTRON INC**  
**National IPA Quotation Form**

1451 Marvin Griffin Road  
 Augusta, GA 30906-3852

National IPA Agency #  
 NIPA0199

Phone: (800) 448-7478 Ext. 5381  
 Fax: (706) 826-8532

National IPA Contract

Contract Dates: 1/01/2014 - 12/31/2019

Terms: Net 30 Days

E-Mail: [lnichol@textron.com](mailto:lnichol@textron.com)

Duns #: 023211535

FEIN #: 05 03 15488

**Cook County Department of Corrections**

Date: 10/27/2014  
 Agency Name: Cook County Procurement  
 Address: 118 N. Clark St. Rm. 1018  
 City, State, Zip: Chicago, IL 60602  
 Contact: Daniel Gizzi  
 Phone Number: 312-603-6825

Ship To: Criminal Courts Building  
2650 S. California Blvd.  
Chicago, IL 60608  
 E-Mail: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_

Model	Part #	Qty	Retail Price	NIPA Price	Extended Price
Cushman Minute Miser	628520	22	\$5,697.00	\$4,657.60	\$100,267.20

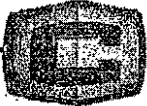
**Accessories / Options**

Description	Part #	Quantity	Factory Installed	Retail	NIPA Price	Extended Price
Body Color - Safety Yellow	STD	22	XX	0.00	\$0.00	\$0.00
Seat Color - Grey	STD	22	XX	0.00	\$0.00	\$0.00
Tires 4.80x8 Load Range B	STD	22	XX	0.00	\$0.00	\$0.00
24Volt On Board Charger	STD	22	XX	0.00	\$0.00	\$0.00
Horn	STD	22	XX	0.00	\$0.00	\$0.00
State of Charge Meter	STD	22	XX	0.00	\$0.00	\$0.00
Operator Presence Switch	STD	22	XX	0.00	\$0.00	\$0.00
Freight				228.00	\$169.60	\$3,729.00
Drop Ship						
<b>GRAND TOTALS</b>				<b>6,273.00</b>	<b>\$4,989.00</b>	<b>\$103,996.20</b>

**Exclusive of Taxes & Fees**

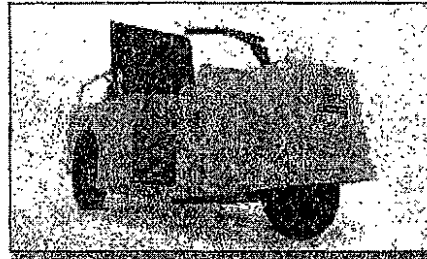
Comments: Shipping is FOB Destination within the 48 contiguous United States  
 Delivery: Sixty (60) Days, From receipt of order.

Lurie Nichol  
 Government Sales Manager



**CUSHMAN**

**MODEL: MINUTE MISER**  
**TYPE: 3 WHEEL ELECTRIC POWERED TRUCK**  
**MODEL YEAR: 2014**  
**Part No: 628520**



### PRODUCT SPECIFICATION CONFIGURATION HIGHLIGHTS

**Speed Control:** Solid State 250 amp controller

• **Direction Selector:** Dash mounted (Forward-Neutral-Reverse) • **Batteries:** Four, Six Volt Deep Cycle

**Battery Charger:** 24 Volt On-Board, Fully Automatic line compensating, Underwriters Laboratories (U.L.) Recognized, and CE Marked

• **Input:** 100 - 240 Volt, 50/60 Hz, 12/6A • **Output:** 24 Volt, 25A, 20A@100V

**Motor:** 24 Volt DC series wound, brazed armature, solid copper armature, 8.25 hp (6.15 kW) @ 1570 rpm

**Drive Train:** Direct motor shaft connected to transaxle pinion shaft

**Electrical System:** 24 Volt DC, four, 6 volt deep cycle batteries (225 amp-hour @ 20 hr. discharge rate)

**Transaxle:** Differential with helical gears

**Brakes:** Dual rear wheel mechanical drum brakes, integrated park brake

**Convenience:** Seat back folds down to accommodate single rear facing passenger

**Steering:** Steering tiller, Optional steering wheel

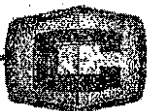
### PRODUCT OVERVIEW

Dimensions		Performance	
Overall Length	85.0 in (216 cm)	Capacity	2 Persons (Seat Back Down)
Overall Width	30.0 in (76 cm)	Dry Weight	440.0 lb (200 kg) (Without Batteries)
Overall Height (Tiller)	39.0 in (99 cm)	Curb Weight	690.0 lb (314 kg)
Overall Height (Steering WH)	46.0 in (117 cm)	Cargo Deck Load Capacity	300 lb (140 kg)
Wheel Base	48.0 in (122 cm)	Vehicle load capacity	650 lb (250 kg)
Front Wheel Track	N/A	Outside Clearance Circle	10.8 ft (3.3 m)
Rear Wheel Track	25.5 in (65 cm)	Intersecting Aisle Clearance	54.0 in (137 cm)
Gnd Clearance @ Differential	4.0 in (10 cm)	Speed (Level Ground)	10 mph $\pm$ 0.5 mph (16 kph $\pm$ 0.8 kph)
Cargo Deck Width	23.0 in (58 cm)	Steering & Suspension	
Cargo Deck Length	29.0 in (73 cm)	Steering	Direct Handlebar to Front Fork
Cargo Deck Depth	4.0 in (10 cm)	Front Suspension	Torque Block
Cargo Deck Material	Plywood	Rear Suspension	Coil Springs & Single Shock Absorber
Vehicle Power		Service Brake	Rear Wheel Mechanical Drum
Power Source	24 Volts DC	Parking Brake	Single Point Latch
Motor Type	Series Wound	Front Tire	4.80 x 8 (Load Range B)
Max. Horsepower (kW)	8.25 hp (6.15 kW) @ 1570 rpm	Rear Tires	4.80 x 8 (Load Range B)
Electrical System	24 Volt	Body & Chassis	
Batteries (Qty, Type)	Four, 6 Volt Deep Cycle	Frame & Body	Welded steel with DuraShield™ powder coat
Key or Pedal Start	Pedal Start	Body & Finish	Diamond-plate pattern, Polyester primer/Acrylic
Battery Charger	24 VDC, 100-240 VAC On-Board, UL & CE	Standard Color	Safety Yellow
Speed Controller	Solid State 250 Amp Rated	Noise & Vibration	
Drive Train	Motor Shaft Direct Drive	Noise	Sound pressure; continued A-weighted $\leq$ 70 db(A)
Transaxle	Differential with Helical Gears	Vibration, WBV	Highest RMS value of weighted acceleration is less than 2.5 m/s
Gear Selection	Dash Mounted Forward-Neutral-Reverse	Vibration, HAV	Highest RMS value of weighted acceleration is less than 2.5 m/s
Rear Axle Ratio	14.78:1	The uncertainty of measurement is 0.12 m/s	

Measurement methods were applied per the ISO 2631 and ISO 5349 standards under conditions of typical vehicle surfaces.

Type E and EE Vehicles certified to UL583

Some items shown may be optional equipment

**CUSHMAN****OPTIONS & FIELD INSTALLED ACCESSORIES (Installation not included)****TIRES & WHEELS:****Front & Rear:**

4.80 x 8 (Load Range B)	X		
4 x 8 Solid Non-Marking Tires		X	

**COLORS:**

Body Color - Safety Yellow	X		
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**OTHER PERFORMANCE:**

Steering Wheel		X	
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**ELECTRICAL:****Battery Chargers:**

24 Volt On-Board, 100-240 VAC, UL & CE	X		
24 Volt Portable CE, Lester		X	
Charger Delete		X	

**Electrical:**

DC/DC Converter	X		
Operator Present Switch	X		
State of Charge Meter	X		
Horn	X		
Headlight		X	
E-Stop (Required for CE Option)		X	
Hour Meter		X	

**MISCELLANEOUS:**

Certification Type 'E'	X		
Certification Type 'EE'		X	
CE Option (E-Stop req'd)		X	

## Limited Warranty Terms and Conditions - Cushman Industrial Vehicles

The E-Z-GO Division of Textron Inc. ("Company") provides that any new Model Year 2014 Cushman Industrial gasoline or electric vehicle (the "Vehicle") and/or battery charger purchased from Company, a Company affiliate, or an authorized Cushman dealer or distributor, or leased from a leasing company approved by Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty").

**Warranty Period:** This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to Company no later than twenty four (24) months from the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage (the "Warranty Period"). The Warranty Period for Deep Cycle Batteries shall commence on the earliest of the date: (a) of Vehicle delivery to the Purchaser's location, (b) on which the Vehicle is placed in Purchaser-requested storage or (c) that is one (1) year from the date of sale or lease of the Vehicle by E-Z-GO / Cushman to an authorized Company dealer or distributor. Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the Customer Care / Warranty Department.

**EXCLUSIONS:** Specifically EXCLUDED from this Limited Warranty are:

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

**THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:**

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

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

**REMEDY:** Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. If Company elects to repair or replace a defective part, Company may at its discretion provide a factory

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

reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as Company has made reasonable efforts to repair or replace the defective parts.

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

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

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

**DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:**

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

**OTHER COMPANY RIGHTS:**

- Company may improve, modify or change the design of any Cushman vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by Company representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.

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

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

FOR FURTHER INFORMATION, CALL 1-800-774-2946, GO TO [WWW.EZGO.COM](http://WWW.EZGO.COM) OR [WWW.CUSHMAN.COM](http://WWW.CUSHMAN.COM), OR WRITE TO E-Z-GO DIVISION OF TEXTRON INC., ATTENTION: E-Z-GO/CUSHMAN CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

**EXHIBIT 2**

**City of Tucson Contract (Contract No. 130795)**

**CITY OF TUCSON**

**Contract 130795**

*for*

**Golf, Utility and Hospitality Carts**

*with*

**E-Z-Go Division of Textron**

**Effective: January 1, 2014**



The following documents comprise the executed contract between the City of Tucson and E-Z-Go Division of Textron, effective January 1, 2014:

- I. Signed Offer and Acceptance
- II. Best and Final Offer, September 12, 2013
- III. Negotiated Items, August 29, 2013
- IV. Revised Offer, July 30, 2013
- V. Request for Interview, July 23, 2013
- VI. Request for Clarification
- VII. E-Z-Go's Response to the RFP

## OFFER AND ACCEPTANCE

### OFFER

#### TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

E-Z-GO Division of Textron Inc.

Name: Rusty McGahere

Company Name

Title: Director of Compliance

1451 MARVIN GAFFIN RD.

Address

Phone: 706-796-4534

Augusta, GA 30906

City State Zip

Fax: 706-772-8819

Signature of Person Authorized to Sign

E-mail: RMCGAHEE@TEXTRON.COM

Rusty McGahere

Printed Name

Director - Compliance Controls

Title

### ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 130795.

CITY OF TUCSON, a municipal corporation

Approved as to form this 4th day of Nov, 2013.

Awarded this 4th day of November, 2013.

[Signature]  
As Tucson City Attorney and not personally

[Signature]  
Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM  
As Interim Director of Procurement and not personally

September 12, 2013

Ms. Lurie Nichol  
E-Z-GO Division of Textron Inc.  
1451 Marvin Griffin Rd  
Augusta, GA 30906

Sent this day via email to:  
lnichol@textron.com

**RE: Request for Proposal No. 130793 - Golf, Utility and Hospitality Carts  
Request for Best and Final Offer**

Dear Ms. Nichols:

Based on previous discussions and negotiations, this letter serves as an opportunity for E-Z-GO Division of Textron Inc. to strengthen their proposal by submitting a Best and Final Offer to include, at a minimum, the items detailed below.

A. E-Z-GO may submit best and final pricing to include equipment and parts pricing, free goods program, national program administration fee and any minimum sales guarantees.

Please submit revised pricing using the same format as the original offer. That is, if any component of your pricing strategy changes such as proposing a more aggressive discount off, then re-submit the price pages for the sample equipment and parts. If revised pricing is not being offered, the most recent submitted pricing will be used for the evaluation.

Additionally, please submit pricing for the City to acquire a fleet of golf carts per the "Sample Fleet Golf Cart Purchase" that is listed on the final page of this letter. Pricing shall be based on the product specified for Item #2 - Gasoline Powered Golf Cart at the discount and unit pricing offered for the contract. See Attachment

B. Attached is a redline of the National IPA Administration Agreement that reflects the changes discussed at the negotiations meeting. Provide confirmation that E-Z-GO is in agreement with the proposed changes and monthly payment language. See Attachment

C. Field Day: The City of Tucson requests that the E-Z-GO distributor conduct an annual field day for the City of Tucson to include in general a demonstration of equipment, education programs, training programs, etc. Similar programs could be provided by other participating E-Z-GO distributors for their respective agencies. The City would coordinate this event with E-Z-GO as to location, content, etc. Agreed

D. The City and E-Z-Go are in agreement on the following items discussed at the negotiations meeting.

#### SCOPE OF WORK, PRODUCT REQUIREMENTS, 4. DEFECTIVE

**PRODUCT:** The following language replaces the original language contained in the RFP in its entirety.

All defective products shall be replaced and exchanged by the Contractor pursuant to the terms of Contractor's applicable limited warranty statement. To the extent that the repairs are covered by such warranty statements, the cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within 3 - 4 weeks of initial notification. Defective parts will be received within 72 hours. EZGO will make every effort to supply within 72 hrs providing OEM parts are available.

#### SCOPE OF WORK, PRODUCT REQUIREMENTS, 6. PRICING: The following language replaces the original language contained in the RFP in its entirety.

Contractors are to provide a discount from a verifiable price index or provide a reduced Net pricing schedule. Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award including a separate line item for freight. Pricing shall be determined by applying Contractor discounts to the prices listed on their manufacturer's price lists or retail price sheets or by utilizing the reduced net pricing schedule.

Comment [M] added

For price comparison purposes, a sample list of equipment will be used to determine the actual net price that the City or participating agencies will pay (see section entitled "Sample Equipment Specifications"); Contractors will be required to submit pricing for the sample equipment by applying the discounts offered and indicating pricing on the Price Pages. The Evaluation Committee must be able to verify each contractor's price by applying the discount offered.

#### SCOPE OF WORK, SERVICE REQUIREMENTS, 2. PARTS AND SERVICE:

The following language replaces the original language contained in the RFP in its entirety.

The Contractor will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor must supply requested parts in a timely manner. Any required parts not in stock may be ordered next day delivery and any and all costs for next day delivery shall be borne by the City. In the event of a delay in receiving parts, the contractor must provide written documentation from the manufacturer or parts supplier as to the reason of the delay and an estimated time of when parts will be shipped. Facilities are subject to inspection by the City to determine adequacy. Contractor endeavors to provide warranty service within 72 hours of notification request.

STANDARD TERMS AND CONDITIONS, 23. INTERPRETATION-PAROLE  
EVIDENCE: The original City of Tucson language prevails.

STANDARD TERMS AND CONDITIONS, 42. WARRANTIES: The following  
language replaces the original language contained in the RFP in its entirety.

Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties.

Contractor's standard printed limited warranty for each of the parts, completes or other equipment or goods sold hereunder in effect at the time of shipment shall apply, a copy of each is available upon request. Except for this limited warranty and the warranty of clear and marketable title, Contractor makes no other representations, statements of condition or warranties express or implied and all implied warranties, including those relating to merchantability and fitness for a particular purpose, are hereby disclaimed.

STANDARD TERMS AND CONDITIONS, 43. LIMITATION OF LIABILITY:  
The City is in agreement with the following language proposed by E-Z-GO.

Neither party hereto (including their affiliates and their employees, contractors, and representatives) shall in any event be liable to the other party or their successors in interest or any beneficiary of this agreement for any consequential, incidental, indirect, punitive or special damages arising out of or in connection with this agreement or any breach thereof.

2. Price Adjustments: The City is in agreement that price/discounts will remain firm for a period of one year from the anniversary date of the contract. E-Z-GO shall submit new price lists in November of each year. The City and E-Z-GO will execute an amendment to capture the new price lists.

E. STANDARD TERMS AND CONDITIONS, 20. INDEMNIFICATION: The City is proposing the following revision to E-Z-GO's proposed language. Please confirm if E-Z-GO accepts the added language (appears in red).

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials, employees, and volunteers from and against all third party allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any

Comment (d2): We accept

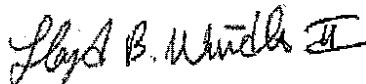
actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees; provided, however, that Contractor shall not be obligated to pay, defend, indemnify or hold harmless the City of Tucson for the actions, acts, errors, mistakes or omissions caused in whole or part by the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers.

Comment (49): Added for consistency between sections.

Your response to this letter must be received by the City's Department of Procurement on or before September 19, 2013 at Noon local Arizona time.

The City of Tucson appreciates your interest in this contract. If you should have any questions, please do not hesitate to contact me at (520) 837-4105.

Sincerely,



Lloyd B. Windle II, C.P.M., CPPB  
Principal Contract Officer

C: Evaluation Committee  
File 130795

## SAMPLE FLEET GOLF CART PURCHASE

Submit pricing to acquire a fleet of 70 golf carts based on the specifications for Item #2 – Gasoline Powered Golf Vehicle. Pricing shall reflect the pricing offered for the contract and be confirmed by the price lists, discount off and freight charge table submitted for the model proposed to meet or exceed the specifications for Item #2. Clearly identify any accessories or options that are not included in the base model proposed.

QUANTITY	MODEL DESCRIPTION & MODEL NUMBER	BASE UNIT PRICE	EXTENDED PRICE
70	<u>TX Freedom GAS</u> <u>612946601</u>	<u>\$ 2131.04</u>	<u>\$ 219,172.80</u>
	ACCESSORIES/OPTIONS NOT INCLUDED IN BASE UNIT		
70	<u>Front Bumper</u>	<u>\$ 139.20</u>	<u>\$ 9,744.00</u>
70	<u>State of Charge Meter</u>	<u>\$ 43.68</u>	<u>\$ 3,057.60</u>
70	<u>Turn Signal</u>	<u>\$ 137.28</u>	<u>\$ 9,609.60</u>
70	<u>Hub Caps</u>	<u>\$ 21.60</u>	<u>\$ 1,512.00</u>
	<u>Sim Carby</u>	<u>115.20</u>	<u>8,064.00</u>
	<u>Wheel covers</u>	<u>21.60</u>	<u>1,512.00</u>
70	FREIGHT CHARGES	<u>\$ 326.00</u>	<u>\$ 22,820.00</u>
SUBTOTAL			<u>\$ 275,492.00</u>
TAX			<u>\$ 22,314.85</u>
GRAND TOTAL			<u>\$ 297,806.85</u>

August 29, 2013

Ms. Lurie Nichol  
E-Z-GO Division of Textron Inc.  
1451 Marvin Griffin Rd  
Augusta, GA 30906

Sent this day via email to:  
lnichol@textron.com

**RE: Request for Proposal No. 130795 - Golf, Utility and Hospitality Carts  
Notice of Intent to Negotiate**

Dear Ms. Nichols:

The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting E-Z-GO Division of Textron Inc. to enter into negotiations.

The City has reviewed E-Z-GO Division of Textron Inc. proposal and would like to discuss the following points with representatives of E-Z-GO Division of Textron Inc. on September 5, 2013 from Noon to 2:00 pm in the Attorney's Large Conference Room, 7<sup>th</sup> Floor, located in City Hall at 255 W. Alameda St, Tucson, Arizona.

1. Exceptions: The following exceptions are not agreed to by the City of Tucson and require further discussion and negotiations. Exceptions not listed here are agreed to by the City.

**a. Product Requirements:**

**4. DEFECTIVE PRODUCT:** The City rejects the proposed changes and proposes the following language:

All defective products shall be replaced and exchanged by the Contractor pursuant to the terms of Contractor's applicable limited warranty statement. To the extent that the repairs are covered by such warranty statements, the cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within 3 - 4 weeks of initial notification. Defective parts will be received within 72 hours. EZGO will make every effort to supply within 72 hrs providing OEM parts are available. We still rely on our off shore OEM partners (we don't manufacture every part of our vehicles) and there are times we are waiting on back orders.

**6. PRICING:** The City rejects the proposed changes and proposes the following language:

Contractors are to provide a discount from a verifiable price index or provide a reduced Net pricing schedule. Prices/discouunts shall remain firm and will include



all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award including a separate line item for freight charges. Pricing shall be determined by applying Contractor discounts to the prices listed on their manufacturer's price lists or retail price sheets or by utilizing the reduced net pricing schedule. Accepted

For price comparison purposes, a sample list of equipment will be used to determine the actual net price that the City or participating agencies will pay (see section entitled "Sample Equipment Specifications"). Contractors will be required to submit pricing for the sample equipment by applying the discounts offered and indicating pricing on the Price Pages. The Evaluation Committee must be able to verify each contractor's price by applying the discount offered. This is standard contract procedure at EZGO. EZGO publishes the price sheets with Retail price and Contract price.

**b. Service Requirements:**

**2. Parts and Service:** The City rejects the proposed changes and proposes the following Language:

The Contractor will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor must supply requested parts in a timely manner. Any required parts not in stock may be ordered next day delivery and any and all costs for next day delivery shall be borne by the City. In the event of a delay in receiving parts, the contractor must provide written documentation from the manufacturer or parts supplier as to the reason of the delay and an estimated time of when parts will be shipped. Facilities are subject to inspection by the City to determine adequacy. Contractor endeavors to provide warranty service within 72 hours of notification request. Accepted

**c. Standard Terms and Conditions:**

**20. INDEMNIFICATION:**

**43. LIMITATION OF LIABILITY:** The request to modify the indemnification language and add the Limitation of Liability clause is unacceptable to the City of Tucson. The City of Tucson language must prevail.

**23. INTERPREATION-PAROLE EVIDEHNCE:** The City rejects the proposed change and requests that EZGO retract the proposed changes.

**42. WARRANTIES:** The City rejects the proposed changes and proposes the following:

Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City

shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties.

Contractor's standard printed limited warranty for each of the parts, completes or other equipment or goods sold hereunder in effect at the time of shipment shall apply, a copy of each is available upon request. Except for this limited warranty and the warranty of clear and marketable title, Contractor makes no other representations, statements of condition or warranties express or implied and all implied warranties, including those relating to merchantability and fitness for a particular purpose, are hereby disclaimed.

**20. INDEMNIFICATION:** [Legal input: see below, counter]

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all third party allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees; provided, however, that Contractor shall not be obligated to pay, defend, indemnify or hold harmless the City of Tucson for the actions, acts, errors, mistakes or omissions caused in whole or part by the City of Tucson relating to the work, services and/or products provided in the performance of this Contract.

**43. LIMITATION OF LIABILITY:** The request to modify the indemnification language and add the Limitation of Liability clause is unacceptable to the City of Tucson. The City of Tucson language must prevail [Legal input: see below, counter]

Neither party hereto (including their affiliates and their employees, contractors, and representatives) shall in any event be liable to the other party or their successors in interest or any beneficiary of this agreement for any consequential, incidental, indirect, punitive or special damages arising out of or in connection with this agreement or any breach thereof.

2. **Price Adjustments:** The City is in agreement that price/discounts will remain firm for a period of one year. The expectation is that the pricing discounts offered are

firm for each one year term of the contract. However, EZGO did not propose when or how price adjustments would occur. Please describe how price adjustments would occur. Price adjustments, change in discount offered, new price lists, etc. require executing an official written amendment.

We like to publish pricing 30-60 days in advance in order to give our channel ample notice so we will release pricing in November. Our intention is to only have 1 price change per year and it would be applied with the anniversary date of City of Tucson and NIPA contract.

3. National IPA

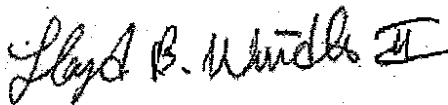
Exhibit B, Administration Agreement Example,

- a. Updates to Administration Agreement ? EZGO could not find reference.
- b. Terms and Conditions #5. EZGO will not remove exception, possible alternate language?
- c. Fees and Reporting #11 EZGO will not remove exception, possible alternate language?

This Notice of Intent to Negotiate is not a intent to award a contract and does not establish any contractual relationship between E-Z-GO Division of Textron Inc. and the City. Its intent is to notify the affected parties that the City will engage in negotiations with E-Z-GO Division of Textron Inc. In the event that the City is not able to negotiate a satisfactory contract with E-Z-GO Division of Textron Inc., the City will formally terminate negotiations and may enter into subsequent negotiations with the next most qualified firm.

If you should have any questions regarding the items above, please contact me at (520) 837-4105 or at [Lloyd.windle@tucsonaz.gov](mailto:Lloyd.windle@tucsonaz.gov). I look forward to discussing these items with you on September 5, 2013.

Sincerely,



Lloyd B. Windle II, C.P.M., CPPB  
Principal Contract Officer

C: Evaluation Committee  
File 130795

## CITY OF TUCSON REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 130793

PROPOSAL DUE DATE: MAY 22, 2013 AT 4:00 P.M. LOCAL AZ TIME

PROPOSAL SUBMITTAL LOCATION: Department of Procurement  
255 W. Alameda, 6<sup>th</sup> Floor, Tucson, AZ 85701

MATERIAL OR SERVICE: GOLF, UTILITY AND HOSPITALITY CARTS

PRE-PROPOSAL CONFERENCE DATE: MAY 7, 2013  
TIME: 10:00 A.M., LOCAL AZ TIME  
LOCATION: CITY HALL, PROCUREMENT CONFERENCE ROOM  
255 W. ALAMEDA, 6<sup>TH</sup> FLOOR, TUCSON, AZ 85701

CONTRACT OFFICER: LLOYD B. WINDLE II, C.P.M.  
TELEPHONE NUMBER: (520) 837-4105  
Lloyd.Windle@tucsonaz.gov

A copy of this solicitation and possible future amendments may be obtained from our Internet site at <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit [www.tucsonprocurement.com](http://www.tucsonprocurement.com), click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

### **ALERT**

Effective April 9, 2012, the Tucson Modern Streetcar project will begin the downtown streetcar construction and downtown streets will be affected until further notice. Please plan your route accordingly. For further information, please visit the Tucson Modern Streetcar website at <http://www.tucsonstreetcar.com/> or call 520-624-3656.

LBW/awb

PUBLISH DATE: APRIL 11, 2013

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
205 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 190795  
PAGE 2 OF 40  
CONTRACT OFFICER: LLOYD B. WINDLE, II  
PH: (520) 837-4106 / FAX: (520) 791-4735

## INTRODUCTION/BACKGROUND

The City of Tucson is requesting proposals from qualified and experienced firms to provide quality **GOLF, TURF AND HOSPITALITY CARTS**. The City of Tucson has over 110 public parks and 5 public golf courses located throughout the City. Tucson City parks come in all shapes and sizes ranging from small neighborhood parks to large district parks. Tucson City golf courses are all 18-hole courses that cover approximately 550 acres.

## NATIONAL CONTRACT REQUIREMENTS

The City of Tucson, as the Principal Procurement Agency, as defined in Attachment I, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment I contains additional information on National IPA and the cooperative purchasing agreement.

With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment I).

The City of Tucson anticipates spending approximately \$500,000 over the full potential Master Agreement term for Golf, Turf and Hospitality Carts. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Golf, Turf and Hospitality Carts purchased under the Master Agreement through National IPA is approximately \$10 million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

## SCOPE OF WORK

### GENERAL REQUIREMENTS

**1. QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:

- a. Be an authorized distributor or manufacturer.
- b. Have a strong national presence in the golf and utility vehicle equipment industry.
- c. Have a distribution model capable of delivering products nationwide.
- d. Have a demonstrated sales presence.
- e. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
- f. Be able to provide the full range of equipment and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

**2. WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.

**3. CATALOGS:** Contractor shall provide, at no cost, copies of catalogs and/or price lists to using agencies.

### PRODUCT REQUIREMENTS:

**1. PRODUCTS:** The Products to be included in this solicitation are as follows:

- a. **Golf Vehicles** - A complete and comprehensive line of new and used quality made Golf Vehicles designed to perform in a golf course, parks and recreation and maintenance environments.
- b. **Utility Vehicles** - A complete and comprehensive line of new and used quality made Utility Vehicles designed to perform in a golf course, parks and recreation and maintenance environments.
- c. **Low Speed Vehicles** - A complete and comprehensive line of new and used vehicles that meet street legal requirements.
- d. **Related Equipment Parts** - A complete and comprehensive line of Original Equipment Manufacturer (OEM) Repair and Maintenance Parts.
- e. **Balance of Line** - A complete and comprehensive line of related products provided by the offeror that complement equipment available under the contract. This could include GPS or navigational products that work with the equipment.
- f. **Services** - A complete range of services such as, but not limited to, warranty service, on-site training, instruction, technical services and repair services.

**2. EQUIPMENT STANDARDS AND GUIDELINES:** All vehicles must comply with appropriate and applicable ASAE (American Society of Agricultural Engineers - [www.asae.org](http://www.asae.org)), SAE (Society of Automotive Engineers - [www.sae.org](http://www.sae.org)), OSHA (Occupational Safety and Health Administration - [www.osha.org](http://www.osha.org)) standards and ANSI (American National Standards Institute - [www.ansi.org](http://www.ansi.org)) standards.

3. **CURRENT PRODUCTS:** All products being offered as "new" in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
4. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor pursuant to the terms of the Contractor's applicable limited warranty statement. To the extent the repairs are covered by such warranty statements.  
The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within 3-4 (~~delete seven (7) days~~) weeks of initial notification.
5. **EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractor to assure that all recall notices are sent directly to the agencies Contract Representative.
6. **PRICING:** Contractors are to provide a discount from a verifiable price index or provide a reduced net pricing schedule. Prices/discounts shall remain firm for a one year period (~~delete +2 month~~) and will include all charges that may be incurred in fulfilling requirement(s) for a one year (~~delete +2 month~~) period following contract award including a separate line item for transportation expenses and related fuel surcharges. Pricing shall be determined by applying Contractor discounts to the prices listed on their manufacturer's price lists or retail price sheets or by utilizing the reduced net pricing schedule.

For price comparison purposes, a sample list of equipment will be used to determine the actual net price that the City or participating agencies will pay (see section entitled "Sample Equipment Specifications"). Contractors will be required to submit pricing for the sample equipment by applying the discounts offered and indicating pricing on the Price Pages. The Evaluation Committee must be able to verify each contractor's price by applying the discount offered.

#### SERVICE REQUIREMENTS:

1. **SALES PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period.
2. **PARTS AND SERVICE:** The Contractor will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor must supply requested parts within 3-4 weeks (~~delete 24 hours~~) of notification. Any required parts not in stock (~~delete must~~) may be ordered day delivery and any costs for next day delivery shall be borne by the (~~delete contractor~~) City. In the event of a delay in receiving parts, the contractor must provide written documentation from the manufacturer or parts supplier as to the reason of the delay and an estimated time of when parts will be shipped. Facilities are subject to inspection by the City to determine adequacy.

Contractor (~~delete shall~~) will provide warranty service within (~~delete 24 hours~~) in a timely manner of notification request (~~delete Repairs for delays in obtaining required parts~~) that will take longer than 48 hours will require the contractor to provide, deliver and retrieve a "loaner" vehicle until the City's vehicle is restored to service. The "loaner" vehicle must be of similar quality and size to the car being repaired and free of charge).

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
285 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 130785  
PAGE 5 OF 40  
CONTRACT OFFICER: LLOYD B. WINDLE, II  
PH: (520) 837-4105 / FAX: (520) 791-4735

3. **TRAINING:** The Contractor shall provide training for City of Tucson operators and service technicians at no cost to the City. The Contractor will provide the following training to City of Tucson personnel:

- Vehicle/equipment operators will be trained in the operation of all machine functions, including operator preventive maintenance.



- Technicians will be trained in all operator functions, and in-depth preventive maintenance, troubleshooting and repair for all machine systems and components.  
The trainer shall be factory-trained and thoroughly knowledgeable in subjects to be taught.

4. **DELIVERY:** For City of Tucson purchases, equipment shall be delivered to various City of Tucson locations. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Arizona Standard Time. The Contractor shall be required to give the Parks and Recreation Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

The following documents are due upon delivery to the City or participating agency:

- a. M.S.O. (Manufacturer Statement of Origin)
- b. Warranty documents
- c. Manuals as described in Section 7 – Manuals.

5. **MANUALS:** For each order, the successful vendor shall furnish the following manuals during delivery of vehicles in the following quantity and formats.

- a. Operator's Manual, one (1) hard copy per unit
- b. Parts Manual, ~~((delete two (2)))~~ one (1) hard copy per vehicle model
- c. Service and Repair Manual, ~~((delete two (2)))~~ one (1) hard copy per vehicle model
- d. Overhaul Manual, two (2) hard copy per vehicle model
- e. Cross reference guide from manufacturers part numbers to their suppliers part numbers, one (1) hard copy per vehicle model per order
- f. One (1) electronic copy of each manual on CD or USB flash drive

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

The City of Tucson and Participating Agencies shall have the right to reproduce any material for educational purposes.

6. **VEHICLE INSPECTION:** The City will assist the Contractor in arranging for inspection. Each vehicle delivered shall be subject to a complete inspection by the City's Parks and Recreation Department prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.

The Contractor will be required, with each vehicle or group of vehicles delivered on the same purchase order number, to supply a delivery ticket specifying the purchase order number of each vehicle. Where there is more than one item on a purchase order, the bid item number shall also be indicated.

## SAMPLE VEHICLE SPECIFICATIONS

Instructions for completing the sample vehicle specification worksheets. Indicate if the vehicle offered meets the specifications by circling either "Y" for yes or "N" for no in the column labeled "COMPLY". If the vehicle offered does not comply with a specification, provide a brief description of the exception in the column labeled "EXCEPTIONS".

ITEM #1 - ELECTRIC POWERED GOLF CART	
	COMPLY
<b>MOTOR</b>	
36 Volt DC or 48 Volt DC (circle one)	Y or N
Output >= 2.6 HP for 1 Hour	Y or N
<b>MOTOR/SPEED CONTROL UNIT</b>	
Programmable Speed Control	Y or N
Solid State Microprocessor	Y or N
Diagnostic LED and Calibrator Interface	Y or N
Solid State Electronic Ignition	Y or N
<b>BATTERIES</b>	
Manufacturer and Model Number	Trojan 3875
Type (AGM, Deep Cycle, Gel, etc.)	Deep cycle
Quantity	6 per Vehicle
Voltage	8 Volt
Amp Hours	20
20 Hour Amp Hour Rating	170
Life Expectancy based upon 6 hours of average daily cart use	4 years
<b>CHARGER</b>	
UL Listed	Y or N
Hours to recharge to full assuming batteries at 10%.	
Hours to recharge to full assuming batteries at 20%.	
Hours to recharge to full assuming batteries at 50%.	
Life Expectancy of Charger	
<b>DRIVE SYSTEM</b>	
Direct Coupled Transaxle	Y or N
Helical Gears	Y or N
<b>FRAME</b>	
Rectangular or Tubular Steel Frame	Y or N
Rust Proof, Non-corrosive	Y or N
2" Rear Tow Hitch	Y or N
2" Front Receiver Hitch	Y or N
<b>BODY</b>	
Steel or Thermoplastic Construction	Y or N
Scuff Plates - Rear Fenders, Cowl	Y or N

Comment [d1]: FREEDOM 1X148 volt

Comment [d2]: 48 Volt DC @ 18 amps

Comment [d3]: 2 Year Fleet

**ITEM #1 - ELECTRIC POWERED GOLF CART (CONTINUED)**

Body Protection Wrap Around	Y or N		
Front and Rear Bumpers	Y or N		Comment (d4): STANDARD REAR BUMPER
Center Console - Tee and Ball Holder with at least 2 drink holders	Y or N		
Color = White	Y or N		
<b>INSTRUMENTATION</b>			
Battery Discharge Indicator	Y or N		Comment (d5): OPTION
Horn	Y or N		
Reverse Warning Alarm	Y or N		
Dual Head, Tail and Brake Lights	Y or N		
Turn Signals	Y or N		
Emergency Flashers	Y or N		
Reflectors	Y or N		
<b>SEATING</b>			
Two Occupants	Y or N		
Foam cushions with heavy duty vinyl covers on bench and seat backs.	Y or N		
<b>STEERING</b>			
Automotive Type	Y or N		
Rack and Pinion or Worm Gear and Pitman System	Y or N		
Dual Handgrips	Y or N		
Pencil and score sheet holder	Y or N		
<b>SUSPENSION</b>			
Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)	Y or N		
Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)	Y or N		
<b>BRAKES</b>			
Rear - Disc or Auto Adjusting Mechanical Drum (circle one)	Y or N		
Foot Parking Brake with Automatic Release	Y or N		
Non asbestos lined pads	Y or N		
Life Expectancy based upon 6 hours of average daily cart use			
Semi-metallic pads with limited or lifetime warranty	Y or N		
Metallic pads with limited or lifetime warranty	Y or N		
<b>TIRES &amp; WHEELS</b>			
Steel Rims	Y or N		
Hubcaps	Y or N		
18" x 8.5" x 10" or 8"	Y or N		
4-Ply	Y or N		
<b>CANOPY</b>			
Constructed of high impact, weather and fade resistant, non-breakable materials	Y or N		Comment (d6): OPTION

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 5TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 130785  
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CONTRACT OFFICER: LLOYD B. WINDLE, II  
PH: (520) 637-4105 / FAX: (520) 791-4735

### ITEM #1 - ELECTRIC POWERED GOLF CART (CONTINUED)

<b>GOLF ACCESSORIES</b>		
Sweater Basket	Y or N	
Rack for two (2) golf bags constructed of steel or compressed molded plastic	Y or N	
<b>DIMENSIONS/SPECIFICATIONS</b>		
Length	81.00" - 85.00"	Y or N
Width	44.00" - 48.00"	Y or N
Weight without batteries	500 - 680 lbs	Y or N
Wheel Base	83.00" - 88.00"	Y or N
<b>PERFORMANCE</b>		
Forward Speed = 18 mph maximum	Y or N	
Reverse Speed of <= 5 mph	Y or N	
Range up to 40 miles	Y or N	Comment (d7): Exceeds 40
<b>PARTS AND SERVICE</b>		
Factory authorized service center	Y or N	
OEM parts delivery within 24 hours	Y or N	
<b>WARRANTY</b>		
3 Year Standard Warranty	Y or N	

### ITEM #2 - GASOLINE POWERED GOLF CART

	COMPLY	EXCEPTIONS
<b>POWER TRAIN</b>		
Type = Gas Powered, Air Cooled	Y or N	
Horsepower >= 13	Y or N	Comment (d8): FREEDOM TXT Gas
Air Intake = Cartridge Type Paper Filter with Remote Located Air Intake	Y or N	
Ignition = Electronic	Y or N	
Transaxle with Helical Gears and Integral Differential Overdrive	Y or N	
Variable Automatic Torque Sensing	Y or N	
<b>BATTERIES</b>		
Manufacturer and Model Number	TXI Gas	
Type (AGM, Deep Cycle, Gel, etc.)	12 Volt Not Deep	
Quantity	1	Comment (d9): 18-33.5
Voltage	12	
Amp Hours	20	
20 Hour Amp Hour Rating	170	
Life Expectancy based upon 0 Hours of average daily cart use	4 years	
<b>FRAME</b>		
Rectangular or Tubular Steel Frame	Y or N	

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255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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CONTRACT OFFICER: LLOYD B. WINDLE, II  
PH: (520) 837-4105 / FAX: (520) 781-4735

## ITEM #2 - GASOLINE POWERED GOLF CART (CONTINUED)

Rust Proof, Non-corrosive Y or N  
2" Rear Tow Hitch Y or N  
2" Front Receiver Hitch Y or N

### BODY

Steel or Thermoplastic Construction Y or N  
Scuff Plates - Rear Fenders, Cowl Y or N  
Body Protection Wrap Around Y or N  
Front and Rear Bumpers Y or N  
Center Console - Tee and Ball Holder with at least 2 drink holders Y or N  
Color = White Y or N

Comment (d30): REARBUMPER STANDARD

### INSTRUMENTATION

Fuel Gauge Y or N  
Horn Y or N  
Reverse Warning Alarm Y or N  
Dual Head, Tail and Brake Lights Y or N  
Turn Signals Y or N  
Emergency Flashers Y or N  
Reflectors Y or N

Comment (d31): Add Answer

### SEATING

Two Occupants Y or N  
Foam cushions with heavy duty vinyl covers on bench and seat backs Y or N

### STEERING

Automotive Type Y or N  
Rack and Pinion or Worm Gear and Pitman System Y or N  
Dual Handgrips Y or N  
Pencil and score sheet holder Y or N

### SUSPENSION

Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one) Y or N  
Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one) Y or N

### BRAKES

Rear - Disc or Auto Adjusting Mechanical Drum (circle one) Y or N  
Foot Parking Brake with Automatic Release Y or N  
Non asbestos lined pads Y or N  
Life Expectancy based upon 6 hours of average daily cart use  
Semi-metallic pads with limited or lifetime warranty Y or N  
Metallic pads with limited or lifetime warranty Y or N

### TIRES & WHEELS

Steel Rims Y or N  
Hubcaps Y or N

### ITEM #2 - GASOLINE POWERED GOLF CART (CONTINUED)

18" x 8.5" x 10" or 8"	Y or N		
4-Ply	Y or N		
<b>CANOPY</b> Constructed of high impact, weather and fade resistant, non-breakable materials	Y or N		Comment [d12]: OPTION
<b>GOLF ACCESSORIES</b> Sweater Basket	Y or N		
Rack for two (2) golf bags constructed of steel or compressed molded plastic	Y or N		
<b>DIMENSIONS/SPECIFICATIONS</b>			
Length 91.00" - 95.00"	Y or N		
Width 44.00" - 48.00"	Y or N		
Weight without batteries 500 - 680 lbs	Y or N		Comment [d13]: N/A car, is gas powered
Wheel Base 63.00" - 68.00"	Y or N		
Fuel tank capacity 6 gallons	Y or N		
Oil capacity 1 US Quart	Y or N		
<b>PERFORMANCE</b>			
Forward Speed = 19 mph maximum	Y or N		
Reverse Speed of <=10 mph	Y or N		
Range up to 75 miles	Y or N		Comment [d14]: 300
<b>PARTS AND SERVICE</b>			
Factory authorized service center	Y or N		
OEM parts delivery within 24 hours	Y or N		
<b>WARRANTY</b>			
4 Year Standard Warranty	Y or N		

### ITEM #3 - GASOLINE POWERED TRANSPORTATION CART

	COMPLY	EXCEPTIONS	
<b>POWER TRAIN</b>			Comment [d15]: RV 242 GA
Type = Gas Powered, Air Cooled	Y or N		
Horsepower >= 11	Y or N		
Air Intake = Cartridge Type Paper Filter with Remote Located Air Intake	Y or N		
Ignition = Electronic	Y or N		
Transaxle with Helical Gears and Integral Differential	Y or N		
Overdrive	Y or N		
Variable Automatic Torque Sensing	Y or N		
<b>BATTERIES</b>			
Manufacturer and Model Number			
Type (AGM, Deep Cycle, Gel, etc.)			

**ITEM #3 - GASOLINE POWERED TRANSPORTATION CART (CONTINUED)**

Quantity	1
Voltage	12
Amp Hours	20
20 Hour Amp Hour Rating	170
Life Expectancy based upon 6 Hours of average daily cart use	4 years
<b>FRAME</b>	
Rectangular or Tubular Steel Frame	Y or N
Rust Proof Non-corrosive	Y or N
2" Rear Tow Hitch	Y or N
2" Front Receiver Hitch	Y or N
<b>BODY</b>	
Steel or Thermoplastic Construction	Y or N
Skirt Plates - Rear Fenders, Cowling	Y or N
Body Protection Wrap Around	Y or N
Front and Rear Bumpers	Y or N
Center Console - Tee and Ball Holder with at least 2 drink holders	Y or N
<b>INSTRUMENTATION</b>	
Fuel Gauge	Y or N
Horn	Y or N
Reverse Warning Alarm	Y or N
Dual Head Tail and Brake Lights	Y or N
Turn Signals	Y or N
Emergency Flashers	Y or N
Reflectors	Y or N
<b>SEATING</b>	
Four Occupants	Y or N
Foam cushions with heavy duty vinyl covers on bench and seat backs.	Y or N
<b>STEERING</b>	
Automotive Type	Y or N
Rack and Pinion or Worm Gear and Pitman System	Y or N
Dual Handgrips	Y or N
Pencil and Score Sheet Holder	Y or N
<b>SUSPENSION</b>	
Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)	Y or N
Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)	Y or N
<b>BRAKES</b>	
Rear - Disc or Auto Adjusting Mechanical Drum (circle one)	Y or N
Foot Parking Brake with Automatic Release	Y or N
Non Asbestos Lined Pads	Y or N

Comment (d16): Not Needed if A person

Comment (d17): OPTION

Comment (d18): OPTION - Headlights Standard only

Comment (d19): OPTION

Comment (d20): OPTION

### ITEM #3 - GASOLINE POWERED TRANSPORTATION CART (CONTINUED)

Life Expectancy based upon 6 hours of average daily cart use			
Semi-metallic pads with limited or lifetime warranty		Y or N	
Metallic pads with limited or lifetime warranty		Y or N	
<b>TIRES &amp; WHEELS</b>			
Steel Rims		Y or N	
Hubcaps		Y or N	Comment [d21]: Option
18" x 8.5" x 10" or 8"		Y or N	
4-Ply		Y or N	
<b>CANOPY</b>			
Constructed of high impact, weather and fade resistant, non-breakable materials		Y or N	Comment [d22]: Option
<b>DIMENSIONS/SPECIFICATIONS</b>			
Length	91.00" - 95.00"	Y or N	Comment [d23]: Length 105.5 in
Width	44.00" - 48.00"	Y or N	
Weight without batteries	500 - 680 lbs	Y or N	Comment [d25]: N/A cart is gas powered
Wheel Base	33.00" - 68.00"	Y or N	
Fuel tank capacity	5 gallons	Y or N	
Oil capacity	1 US Quart	Y or N	
<b>PERFORMANCE</b>			
Maximum Forward Speed = 19 mph		Y or N	Comment [d27]: 14.5 mph
Reverse Speed of <= 10 mph		Y or N	
Range up to 75 miles		Y or N	Comment [d29]: 800
<b>PARTS AND SERVICE</b>			
Factory authorized service center		Y or N	
OEM parts delivery within 24 hours		Y or N	
<b>WARRANTY</b>			
1 Year Standard Warranty		Y or N	Comment [d24]: 2 Year

### ITEM #4 - GASOLINE POWERED LIGHT DUTY UTILITY CART

	COMPLY	EXCEPTIONS
<b>ENGINE</b>		
Type = Gas powered, air cooled	Y or N	
Lubrication = Pressurized oil with spin type filter system or splash style	Y or N	
Power >= 9.0 HP	Y or N	
Size >= 288 cc	Y or N	
Air Intake = Cartridge type paper filter with remote located air intake	Y or N	
<b>DRIVE SYSTEM</b>		
Driveline = Unitized transaxle		

Comment [d28]: Hauler 500 G



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PH: (520) 837-4105 / FAX: (520) 781-4795

#### ITEM #4 - GASOLINE POWERED LIGHT DUTY UTILITY CART (CONTINUED)

Transmission = CVT Continuously variable transmission ☐ Y or N  
Differential = full with manually activated lock which can be engaged or disengaged while in motion ☐ Y or N  
Differential protective guard ☐ Y or N  
Gear selection = Forward, neutral and reverse selected by operator ☐ Y or N  
4 x 2 ☐ Y or N

##### SUSPENSION

Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers ☐ Y or N  
Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers ☐ Y or N

##### BRAKES

Front - Disc or Auto Adjusting Mechanical Drum ☐ Y or N  
Rear - Disc or Auto Adjusting Mechanical Drum ☐ Y or N  
Parking Brake - Rear Mechanical Foot Operated ☐ Y or N  
Non asbestos lined pads ☐ Y or N  
Semi-metallic pads with limited or lifetime warranty ☐ Y or N  
Metallic pads with limited or lifetime warranty ☐ Y or N  
Life Expectancy based upon 9 hours of average daily cart use

##### FRAME

Twain I-beam structure independent of body ☐ Y or N  
Rust proof, non-corrosive ☐ Y or N  
Front and rear receiver hitch ☐ Y or N

##### SEATING

Two Occupants ☐ Y or N  
Foam cushions with heavy duty vinyl covers on bench and seat backs or bucket seats ☐ Y or N

##### BODY

Front and Rear Bumpers ☐ Y or N  
Front brush guard ☐ Y or N  
Dash Mounted instrumentation - ☐ Y or N  
Fuel gauge ☐ Y or N  
Hour Meter ☐ Y or N  
Low engine oil warning light ☐ Y or N  
Dual Head, Tail and Brake Lights ☐ Y or N

##### STEERING

Automotive Type ☐ Y or N  
Rack and Pinion or Worm Gear and Pitman System ☐ Y or N

##### TIRES & WHEELS

20 x 10-6, 4 ply ☐ Y or N  
All terrain tread ☐ Y or N  
steel rims ☐ Y or N

Comment [428]: CLASSIC

Comment [429]: OPTION

Comment [431]: HEADLIGHTS STANDARD  
OTHER LIGHTS OPTION

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
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PH: (520) 837-4105 / FAX: (520) 791-4735

#### ITEM #4 - GASOLINE POWERED LIGHT DUTY UTILITY CART (CONTINUED)

DIMENSIONS/SPECIFICATIONS/CAPACITIES			
Length	88"	Y or N	Comment [d32]: Length 107 in
Width	48"	Y or N	Comment [d33]: Width 48.5 in
Wheel Base	64"	Y or N	Comment [d34]: Wheel base 65.5
Fuel Capacity	8 gal	Y or N	
Oil Capacity	1 quart	Y or N	
Cargo Box	500 lbs	Y or N	
Vehicle Rated	800 lbs	Y or N	
Cargo Box Size	25" x 41" x 7"	Y or N	Comment [d35]: 30.5 in x 44.5 x 7.5
Cargo Box Capacity	13.8 cu. ft.	Y or N	Comment [d36]: 5.9 cubic feet
Ground Clearance under differential	4.6"	Y or N	Comment [d37]: 4.3 in
Turning Diameter	24.1 ft	Y or N	Comment [d38]: 18.9 ft
Turning Radius	11.8 ft	Y or N	Comment [d39]: 9.5 ft
Bed load height	31"	Y or N	Comment [d40]: 35"
<b>PERFORMANCE</b>			
Forward Speed Maximum of 15 mph		Y or N	Comment [d41]: 12.0 mph
Reverse Speed of 10 mph		Y or N	Comment [d42]: 12.5 mph
<b>PARTS AND SERVICE</b>			
Factory authorized service center		Y or N	
OEM parts delivery within 24 hours		Y or N	
<b>WARRANTY</b>			
2 Year Standard Warranty		Y or N	

#### ITEM #5 - GASOLINE POWERED MEDIUM DUTY UTILITY CART

	COMPLY	EXCEPTIONS
<b>ENGINE</b>		
Type = Gas, 4 cycle OHV, air cooled	Y or N	
Lubrication = Pressurized oil with spin type filter system or splash style	Y or N	
Power >= 19 HP	Y or N	
Size >= 400 cc	Y or N	
Ignition = electronic	Y or N	
Air Intake = Cartridge type paper filter with remote located air intake	Y or N	
<b>DRIVE SYSTEM</b>		
Driveline = Unitized transaxle with CVT Drive clutch	Y or N	
Differential = Locking differential with shift-on-the-fly	Y or N	
Differential protective guard	Y or N	
Gear selection = Forward, neutral and reverse selected by operator	Y or N	
4 x 2	Y or N	
<b>SUSPENSION</b>		

### ITEM #5 - GASOLINE POWERED MEDIUM DUTY UTILITY CART (CONTINUED)

Front - Independent A-arms with Coil over Hydraulic Shock Absorbers  
Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers

Y or N

Y or N

#### BRAKES

Front - Self adjusting hydraulic drum  
Rear - Self adjusting hydraulic drum  
Parking Brake - Manually operated, mechanically linked  
Non asbestos lined pads  
Semi-metallic pads with limited or lifetime warranty  
Metallic pads with limited or lifetime warranty  
Life Expectancy based upon 6 hours of average daily cart use

Y or N

Y or N

Y or N

Y or N

Y or N

Y or N

Comment [d43]: OPTION: Disc

#### FRAME

Twin I-beam structure independent of body  
Rust proof, non-corrosive  
Front and rear receiver hitch- 2"

Y or N

Y or N

Y or N

Y or N

Comment [d44]: OPTION

#### SEATING

Two Occupants  
High back bucket seats with heavy duty vinyl covering foam cushioning

Y or N

Y or N

#### BODY

Front tube brush guard

Y or N

#### Dash Mounted Instrumentation -

Fuel Gauge  
Hour Meter  
Low engine oil warning light  
Dual Head, Tail and Brake Lights  
Power Lift kit to assist lifting of loaded cargo box  
Sun Canopy

Y or N

Y or N

Y or N

Y or N

Y or N

Y or N

Comment [d45]: OPTION

Comment [d46]: OPTION

Comment [d47]: OPTION

Comment [d48]: HEADLIGHTS STANDARD OTHER LIGHTS OPTION

Comment [d49]: OPTION

Comment [d50]: OPTION

#### STEERING

Automotive Type  
Rack and Pinion or Worm Gear and Pitman System

Y or N

Y or N

#### TIRES & WHEELS

225-10/6-12 400V  
All terrain tread  
steel rims

Y or N

Y or N

Y or N

Comment [d51]: 15" x 7"

#### DIMENSIONS/SPECIFICATIONS/CAPACITIES

Length 125"  
Width 54"  
Wheel Base 80"  
Fuel Capacity 7 gal  
Oil Capacity 1. quart

Y or N

Y or N

Y or N

Y or N

Y or N

Comment [d52]: 14.5in

Comment [d53]: 48.5 in

Comment [d54]: 17.0 in

Comment [d55]: 6.0 gal

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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CONTRACT OFFICER: LLOYD B. WINDLE, II  
PH: (520) 837-4105 / FAX: (520) 781-4735

**ITEM #6 - GASOLINE POWERED MEDIUM DUTY UTILITY CART (CONTINUED)**

Cargo Box	800 lbs.	Y or N	
Vehicle Rated	1200 lbs	Y or N	
Cargo Box Size	45" x 48" x 11"	Y or N	
Cargo Box Capacity	13.8 cu. ft.	Y or N	
Ground Clearance under differential	8"	Y or N	
Ground Clearance under foot platform	12"	Y or N	
Turning Diameter	24.1 ft	Y or N	
Turning Radius	11.6 ft	Y or N	
Bed load Height	31"	Y or N	
<b>PERFORMANCE</b>			
Forward Speed Maximum of 19 mph		Y or N	
Reverse Speed of <= 13 mph		Y or N	
Range up to 75 miles		Y or N	
<b>PARTS AND SERVICE</b>			
Factory authorized service center		Y or N	
OEM parts delivery within 24 hours		Y or N	
<b>WARRANTY</b>			
2 Year Standard Warranty		Y or N	

Comment (d57): 30 x 44 x 10.5
Comment (d58): 6.8 CU FT
Comment (d59): 4.5
Comment (d60): 8.0
Comment (d61): 22 ft
Comment (d62): 35"
Comment (d63): 16.5 mph

**BRAKES**

Rear - Disc or Auto Adjusting Mechanical Drum (circle one)  
Foot Parking Brake with Automatic Release  
Non Asbestos Lined Pads

## INSTRUCTIONS TO OFFERORS

### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

**City:** The City of Tucson, Arizona

**Contract:** The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

**Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

**Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

**Director of Procurement:** The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

**May:** Indicates something that is not mandatory but permissible.

**Offeror:** The individual, partnership, or corporation who submits a proposal in response to a solicitation.

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

**PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

**2. INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

**4. AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

**5. FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

### 6. PREPARATION OF PROPOSAL:

**A.** All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

**B.** At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

**C.** The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall

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- constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
  - D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
  - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
  - F. Periods of time, stated as a number of days, shall be in calendar days.
  - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
  - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
  - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
9. **PROPOSAL/SUBMITTAL FORMAT:** An original and 4 copies (5 total) of each proposal should be submitted on the terms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
  - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
  - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

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14. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
15. **LATE PROPOSALS:** Late proposals will be rejected.
16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalties, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
19. **CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
20. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
21. **CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/tax>. For questions contact the City's Business License Section at (520) 791-4566 or email at [tax-license@tucsonaz.gov](mailto:tax-license@tucsonaz.gov).
22. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
23. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
  - (1) waive any immaterial defect or informality; or
  - (2) reject any or all proposals, or portions thereof; or
  - (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

24. **PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

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28. **PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.



## PROPOSAL EVALUATION REQUIREMENTS

### I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Price Proposal
- C. Qualifications & Experience

### II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

#### A. Method of Approach

##### 1. National Program Response

Provide a response to the national program

a. Include a detailed response to Attachment A, Exhibit A National IPA Response for National Cooperative contract. Responses should:

- i. highlight experience, demonstrate a strong national presence

E-Z-GO is owned by Textron, a global multi-industry company with more than 33,000 employees operating in 25 countries. Textron is publicly traded on the New York Stock Exchange (Sym: TXT), and ranks 235<sup>th</sup> on the 2012 Fortune 500. Textron products include Cessna aircraft, Bell helicopters, Jacobsen turf-care equipment, and Greenlee tools, among many others. Textron is well known as a government and defense contractor, responsible for products ranging from the Bell-Boeing V-22 Osprey VTOL aircraft used by the U.S. Marine Corps and U.S. Air Force, to the Shadow tactical unmanned aircraft system, in service with the U.S. Army and Marines as well as U.S. allies such as Australia, Sweden, and Italy.

E-Z-GO vehicles are manufactured by Textron's E-Z-GO business unit. E-Z-GO is a globally renowned manufacturer of light-transportation vehicles and is particularly renowned for its expertise in electric-vehicle technology. Virtually all E-Z-GO vehicles are built in the company's Augusta, Ga. headquarters, which has received worldwide recognition for its manufacturing and operational excellence, including being named one of *Industry Week* magazine's top 10 plants in North America in 2009. E-Z-GO also is a recipient of the Shingo Prize for Operational Excellence, dubbed the "Nobel Prize of Manufacturing" by *BusinessWeek* magazine. For purposes of this solicitation, E-Z-GO would sell, build, ship and service all vehicles required, by the National IPA and City of Tucson and its agencies.

E-Z-GO has been in continuous operation since its founding in 1954, became a part of Textron in 1960, and began designing and manufacturing Cushman vehicles after Textron acquired the Cushman brand and product line in 1998, and Bad Boy Buggies in 2010. Throughout its history, our company has serviced large corporate and governmental customers, including companies such as Federal Express and Arnold Palmer Golf Management, and governmental agencies including the U.S. Department of Energy and U.S. Department of Defense.

Textron is on solid financial footing, with 2012 sales totaling more than \$12.2 billion and a market capitalization of \$7.62 billion.

E-Z-GO has extensive experience administering and managing multiple accounts; in fact, our ability to service large accounts is core to our business model and strategy. Under the E-Z-GO, Bad Boy Buggies and Cushman brands, our company sells to and services more than 10,500 golf courses and facilities worldwide, and its commercial team, which will handle the products and services outlined in the Statement of Work, services more than 10,000 customers worldwide, including major companies such as Alcoa, American Golf and Trump National, as well as numerous federal, state and local agencies in the United States, including the State of Texas, State of California, Department of Veterans Administration, and the State of Georgia.

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ii. describe how offeror will educate its national sales force about the contract

E-Z-GO Executive Senior Leadership Team endorsement and sponsorship of the award as the public sector go-to market strategy within the first 10 days.

E-Z-GO, Cushman and Bad Boy Buggies Marketing Managers will prepare within the first week of award, announcements to be distributed our National Account Managers, Territory Account Managers, Government Account Managers, and all dealer principals announcing the award, terms and implementation plans.

iii. describe how products and services will be distributed nationwide

E-Z-GO will conduct a webex and conference calls, in conjunction with the City of Tucson, and NIPA to answer any sales team questions within the first two weeks of the contract award to answer any sales team questions. Our dealers point of contact will also be given to the point of contact within E-Z-GO for further ongoing questions and clarification.

Our Dealer only website portal will be updated to include the contract details and specific instructions and also a link to the National IPA's website.

Within 2 weeks of the contract award the information will be posted on the E-Z-GO, Cushman, and Bad Boy Buggies websites with a link to the National IPA's website for those customers seeking information regarding the contract or other opportunities within NIPA. Our Marketing Team will also create an award specific print ad to be used in market specific advertising, our dealer network, E-Z-GO, Cushman, and Bad Boy Buggies email blasts.

The advertising, sales team and Dealer network training will be ongoing throughout the life of the contract.

iv. include a plan for marketing the products and services nationwide

E-Z-GO will conduct meetings, seminars and training for all National IPA Representatives to educate them on all E-Z-GO, Cushman, and Bad Boy Buggies products and services and to gain expertise operating the vehicles.

E-Z-GO, Cushman and Bad Boy Buggies will create and distribute co-branded materials for the NIPA and E-Z-GO Sales Teams to support the promotion of the NIPA and E-Z-GO partnership.

The Territory Sales Managers will be encouraged to develop a Municipal Marketing Plan in each respective territory with their dealer partners to weekly call on the municipal and other government customers to promote the NIPA/E-Z-GO contract and the advantages of utilizing the contract.

i. describe how volume will be tracked and reported to National IPA

The tracking of the sales will be completed monthly by the Inside Government Sales Support Administrator just as it is done currently for the CMAS, TXMAS, State of Georgia, and State of Arizona contracts. The Territory Sales Managers, Branch Sales Managers, Dealer Inside Account Receivable/Payable/Sales Administrators, Distribution Managers, National Account Managers, and Government Sales Managers are contacted monthly for their sales results which are submitted to the respective customer contract administrator and copied to Compliance for the fees to be paid.

b. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement

Please see attached Exception Sheet

**2. Product and Service**

a. Provide a detailed written response illustrating how the products and services offered will meet the requirements of this solicitation. Offerors shall provide the proposed product lines that will meet the requirements of this solicitation.

See Attached Bid Pricing Documents

1. Submit complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall have sufficient detail in order to allow a complete evaluation of the bid/offer submitted. Failure to include this information may result in bid rejection.

Detailed product brochures of E-Z-GO, Cushman & Bad Boy Buggies are attached.

2. Disclose the life expectancy in months based on an average daily use of 6 hours per day. Identify the manufacturer and model number of the batteries; disclose the volts, amp hours, quantity of batteries and 20 amp hours rating. How many hours to full charge assuming battery at 10%, 20% and 50%?

See Detailed Product Specifications

3. Describe the offeror's ability to provide used equipment.

E-Z-GO Division of Textron manufactures and sells only new vehicles to our dealer and distribution partners. Our distribution partners and dealers are the source for used vehicles when the City of Tucson and NIPA requirements call for them.

4. Describe the braking system, related performance and quality/specifications of the components. Describe the quality of the brake pads? Are there premium pads available? At what cost?

See Detailed Product Specifications

5. Describe the construction materials comprising the body and sun canopy. Detail the quality of materials and its resistance to impacts, adverse weather, fading, chipping, etc.

E-Z-GO assures proper materials are used in our products and meet or exceed our customers, ASAE, OSHA, and ANSI standards.

6. Disclose the range in miles and/or hours for each proposed vehicle assuming operating under typical 18 hole golf course conditions with fully charged batteries.

E-Z-GO golf vehicles will provide 36 holes of golf for the warranty period of the batteries. See attached warranty for details.

7. Provide the written recommended PM schedules, identify each maintenance part, its cost and the labor hours required to complete the PM.

Recommended PM schedules are included in the owner's manuals with each vehicle. These also may be requested in electronic format.

8. Provide the maintenance costs per year extending from the warranty end date to the projected life expectancy end date.

The maintenance costs and warranty and data to life expectancy cannot be accurately calculated or projected due to varied vehicle usage.

9. Provide the current replacement parts list and their cost.

Service Parts are available for purchase at a 30% discount off E-Z-GO current MSRP ~~excluding the windshields and batteries~~. The windshields are priced just above cost to be competitive. Batteries also are exceptions. They change price weekly because of the price fluctuation of lead. The service parts list consists of thousands of parts. Upon successful award the list will be provided.

10. Provide the current optional equipment list and their cost.

Optional equipment can be purchased from [Shopezgo.com](http://Shopezgo.com), discount price 30% off MSRP from the Parts Manual. Optional equipment at time of vehicle build is value priced when constructed on the production line and is discounted at the same percentage as the respective class of vehicle. Refer to the attached vehicle MSRP price sheets and options offering.

11. Submit warranty documentation. Detail any extended warranty programs available for both equipment and parts. If warranty agreements are required, please submit them, subject to negotiation by the City.

Warranty documents are attached. E-Z-GO does not currently offer extended warranty.

12. Submit written evidence of authorized distributor and service center for manufacturer equipment.

N/A

13. Offerors shall submit all information that will aid the City in evaluating your proposal: available options, product spec sheets, product brochures, product website addresses, etc.

Detailed information can be found at EZGO.Com, Cushman.com, BadBoyBuggies.com, Shopeezgo.com (Parts).

- b. Describe what other products and/or services you offer that would be applicable to this contract. Include repair services if available.

E-Z-GO offers a full line of:

Golf - Personal Golf Cars, Trail Utility, Trail Leisure, Turf Maintenance, Food & Beverage, Hospitality Vehicles - electric, gas, and diesel.  
Industrial & Commercial - Factory & Warehouse, Burden Carriers, Tuggers, Utility, Food Service, Personnel Transport, Street Legal Vehicles - electric, gas, diesel.  
Sport Series Vehicles - electric, gas, and diesel.  
Work Series Vehicles - electric, gas and diesel.  
Custom Vehicles - electric, gas, and diesel.

- c. Describe the type of training, educational services, and technical support provided with each purchase. Also state any other training and educational services that will be available during the length of this contract.

E-Z-GO's regional technical managers provide on-site product support upon request with each vehicle purchase. Additionally E-Z-GO has a technical support hotline. There is factory training school and classes offered throughout each year at our Augusta GA Headquarters.

- d. Specify locations and availability of replacement parts, and state the maximum time required to provide and install replacement parts. Also state the estimated dollar value of your parts inventory.

E-Z-GO carries a service part inventory at our Augusta, GA Headquarters and manufacturing facility. Additionally E-Z-GO has regional Branch Facilities across the United States, as well as Dealer and Distributor partners all of whom carry service parts inventory to properly service their individual and unique market requirements.

- e. Indicate if any of the equipment you are offering has received any awards or nominations for excellence.

- f. Describe how the innovation and technology of your equipment differs from other equipment in the industry.

E-Z-GO is the only Fleet Golf Car manufacturer whose vehicles operate under AC power versus DC power.

E-Z-GO partners and supplies specialized vehicles which support our other Divisions of Textron Inc. who supply vehicles to the United States Department of Defense.

- g. Describe any environmentally friendly features, options or technology available.

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E-Z-GO is the only current manufacturer of our class of vehicle who manufactures a hybrid vehicle which operates on either gas or electric power when selected by the vehicle operator. E-Z-GO also produces all electric and all gas or all diesel vehicles.

- h. Describe any special programs that your company offers that will improve customers' access to products and ability to stay current with changes and improvements.

E-Z-GO offers Service Training, Factory Tours, and participates and facilitates conference calls to increase customers' industry awareness.

- i. Describe how your firm will notify customers of new equipment and services.

Websites, Publications both general and vertical market, and Trade Shows

**3. Orders, Invoices and Delivery**

- a. Describe your ordering capacity (telephone, fax, internet, etc.)

Orders can be scanned and emailed, faxed, sent via FedEx, US Postal Service, or placed via credit card.

- b. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?

Invoices are generated at time of shipment and mailed. Customers can pay through EDI or wire transfer. Summary invoicing is not available. The agencies may request alternate methods and the Accounts Receivable/Payable Department will evaluate if it would be feasible.

- c. Describe your delivery commitment:

1. What are your standard delivery days

Monday – Friday

Vehicle: 60 Days ARO

Parts: 3-10 Business Days (if in current stock) OEM parts if back ordered would be 3-4 weeks depending on the part and country of origin.

2. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved

Incorrectly ordered parts must be new and returned in original factory packaging. A return authorization number from the Parts Department is required.

There is no charge for parts exchanged/replaced/returned prior to 30 days. After 30 days there is a 15% re-stocking fee. Customer pays postage/UPS fees. Any part a year or older in age is not accepted for return.

**4. Other**

- a. Describe any government rebate programs applicable.

N/A

- b. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.

N/A

- c. Describe ongoing or planned cost savings measures the company is undertaking to maintain a competitive advantage in the market place.

Textron Corporate proprietary information is not available for public bid.

- d. Identify all other companies/distributors/dealers that will be involved in processing.

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handling or shipping the products/services to Participating Agencies. Include any subsidiaries that may be responsible for providing products or services.

List of Distributor/Dealer partners will be supplied at time of successful award. E-Z-GO does not utilize subsidiaries.

#### B. Price Proposal

1. Identify the objective verifiable price list to be used. This must be submitted with the proposal. Price lists for Equipment, Parts, Related Products and Services must be submitted. Include proposed discounts off price lists.

See attached pricing documentation.

2. Provide pricing as requested on the Price Sheet attached herein. Offerors shall offer a fixed percentage discount from the index (or established discounted pricing) to provide pricing for all equipment offered.

See attached Price Sheet

3. Proposed pricing shall include delivery to Tucson and participating agencies. If there are additional surcharges for delivery to non-Tucson agencies located outside of the Tucson Metropolitan area, please provide information on how delivery charges will be calculated.

Detailed freight rate table attached

4. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

N/A

5. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to participating agencies.

E-Z-GO cannot provide a most favored nations contract clause. E-Z-GO is happy to provide pricing and discount structures competitive with our National Account and similar customers.

6. Provide details of and propose additional discounts for volume orders, off-season purchases, minimum order quantity, free goods, total annual spend, etc.

E-Z-GO is offering an additional rebate program based upon volume orders entitling the recipient to spend towards vehicles and parts. See attached Rebate Table.

7. Provide information on any ordering methods - such as electronic ordering or payment via pCard - or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

Electronic ordering can be set up between E-Z-GO the City of Tucson, and National IPA. There is no additional discounting for electronic ordering or payment.

Standard payment discount: 2% -10 Net 30.



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8. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by 2%, if payment is made within 10 days Net 30. These payment terms shall apply to all purchases and to all payment methods.
9. Will payment be accepted via commercial credit card? X Yes    No  
a. If yes, can commercial payment(s) be made online?    Yes X No  
b. Will a third party be processing the commercial credit card payment(s)?    Yes  
X No  
c. If yes, indicate the flat fee per transaction \$ N/A (as allowable, per Section 5.2.E of Visa Operating Regulations).  
d. If "no" to above, will consideration be given to accept the card?    X Yes    No
10. Does your firm have a City of Tucson Business License?    X Yes    No  
If yes, please provide a copy of your City of Tucson Business license.

### C. Qualifications and Experience

1. Provide a brief history and description of your company.

E-Z-GO has been in continuous operation since its founding in 1954, became a part of Textron in 1960, and began designing and manufacturing Cushman vehicles after Textron acquired the Cushman brand and product line in 1998, and Bad Boy Buggies in 2010. Throughout its history, our company has serviced large corporate and governmental customers, including companies such as Federal Express and Arnold Palmer Golf Management, and governmental agencies including the U.S. Department of Energy and U.S. Department of Defense. Textron is on solid financial footing, with 2012 sales totaling more than \$12.2 billion and a market capitalization of \$7.62 billion.

E-Z-GO has extensive experience administering and managing multiple accounts; in fact, our ability to service large accounts is core to our business model and strategy. Under the E-Z-GO, Bad Boy Buggies and Cushman brands, our company sells to and services more than 10,500 golf courses and facilities worldwide, and its commercial team, which will handle the products and services outlined in the Statement of Work, services more than 10,000 customers worldwide, including major companies such as Alcoa, American Golf and Trump National, as well as numerous federal, state and local agencies in the United States, including the State of Texas, State of California, Department of Veterans Administration, and the State of Georgia.

2. Provide a statement of your annual sales for the past 2 years.

As a division of Textron Inc. and per Textron policy as a publicly traded company E-Z-GO's annual sales are not disclosed. Please refer to the 2011 and 2012 Textron Annual Report for information on the Textron annual sales volume.

3. Provide the total number and location of sales persons employed by your firm.

Textron Inc. employs 33,000 people worldwide. E-Z-GO Division of Textron Inc. employs 630 people on our Augusta, GA campus.

4. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for whom you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

See attached Organizational Profile & References

5. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform.

Lurie Nichol – Government Sales Manager

Donna Conrad – Government Sales Support Administrator

Hamish Lusty – Director of Sales Commercial Value Stream

Darryl Heffline – Vice President Commercial Value Stream

6. Describe the qualifications of your sales personnel and technicians. Include information on professional certifications obtained and the number staff currently certified.

7. Please submit any additional information that you feel is applicable to your qualifications and experience.

### III. GENERAL

#### A. Shortlist:

The City reserves the right to shortlist the offerors on the Method of Approach, Price Proposal and Qualifications and Experience of the stated criteria. However, the City may determine that short listing is not necessary.

#### B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

#### C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

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**D. Prior Experience:**

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

**E. Multiple Awards:**

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

## SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** The City is acting as a contracting agency for any other governmental agency that elects to utilize the resulting contract through participation in National IPA. All transactions, purchase orders, etc., will occur directly between the Contractor and each Participating Agency individually, and neither National IPA nor any governmental agency shall be liable for any acts, liabilities, damages, etc. incurred by any other Participating Agency. Participating Agencies' appropriate purchasing laws, rules and regulations apply to purchases made under the contract.

Public agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See [www.tucsonprocurement.com](http://www.tucsonprocurement.com) and click on Cooperatives for a list of the public agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/procurement/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Agencies outsourcing the maintenance of parks, golf courses, etc., may have service providers provide materials through this contract. Service providers are responsible for tracking the products purchased off this contract and ensuring those products are only used for the agency they are providing service.

2. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
3. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
4. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the (delete delivery location designated) local factory authorized dealer. The factory authorized dealer will conduct inspection, prep, set-up and deliver to final customer location designated. The NIPA customer will pay for the delivery from the dealer location to the final customer location. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the

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whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution;

7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions. The City reserves the right to exercise an option to temporarily extend the Contract for any length of time from the expiration date, for any reason.

8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

9. **SUBSTITUTE ITEMS:** Contractor reserves the right without liability to change specifications for new products that it produces and assumes no obligation to change equipments previously purchased or to continue to supply discontinued equipments to the City. In the event that a product is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:

- A formal announcement from the manufacturer that the product or model has been discontinued.
- Documentation from the manufacturer that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

10. **NEW PRODUCTS AND/OR ACCESSORIES:** The City of Tucson, at its sole discretion, may allow new products announced by the manufacturers represented on the contract to be incorporated. The request may be submitted at any time during the contract period and shall be supplemented with the following information:

- a. A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.
- b. Documentation that provides clear evidence that the new product(s) are those that are within the established commodity group.
- c. Documentation that states prices will be sold at the existing discount from list price as existing products.

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## STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 36-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have adulterated business operations in Iran as required by A.R.S. sec. 36-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority on behalf of the City of Tucson to:
  - A. Amend the contract or enter into supplemental verbal or written agreements;
  - B. Grant time extensions or contract renewals;
  - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the written approval of the Department of Procurement and Contractor. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.
12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall



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prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

**13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

**14. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

**15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

**16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2006, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

**17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City attending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

**19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

**20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall to the extent of their negligence, unlawful conduct, or violation of applicable law pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

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- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. The City shall pay interest of one and one half percent (1.5%) per month on any past due balance from the date of delinquency until paid. In addition, Contractor may withhold further delivery of equipments and impose cancellation fees or require payment prior to shipment if any payment due is not paid when due. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

- 24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

- 29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as (delete determined) reasonably and approved by the City's Director of Procurement. If the Contractor fails or refuses to make

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such repair or replacement, the City will reasonably and appropriately determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

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31. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
32. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
33. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
34. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
35. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
36. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
37. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
38. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
39. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 36-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
40. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

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In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**41. TITLE AND RISK OF LOSS Delivery:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract. Contractor will use all reasonable efforts to meet shipment dates but no shipment dates shall fall within the meaning of "time is of the essence". For the avoidance of doubt delivery dates shall be interpreted as estimated and Contractor shall not be liable for any delay in meeting a delivery promise date.

**42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document. Contractor's standard printed limited warranty for each of the parts, completes or other equipment or goods sold here under in effect at the time of shipment shall apply, a copy of each is available upon request. Except for this limited warranty and the warranty of clear and marketable title, Contractor makes no other representations, statement of condition or warranties express or implied and all implied warranties, including those relating to merchantability and fitness for a particular purpose are hereby disclaimed.

**43. Limitation of Liability.** The total liability of Contractor (including its affiliates and their employees, contractors, and representatives for the equipments (or services offered hereunder, if any) or anything related to or associated with this agreement shall not exceed the purchase price paid for the individual equipment upon which such liability is based. The preceding limitations of liability shall not operate to diminish City's right of indemnification for causes of actions brought by third parties to the extent that such claims involve personal injury or death that is directly attributable to the unlawful or negligent conduct of Contractor. Neither party hereto (including their affiliates and their employees, contractors, and representatives) shall in any event be liable to the other party or their successors in interest or any beneficiary of this agreement for any consequential incidental indirect punitive or special damages arising out of or in connection with this agreement or any breach thereof, whether based upon loss of use, lost profits or revenue, interest, lost goodwill or otherwise and whether or not such loss or damage is based on contract, warranty, negligence, indemnity strict liability or otherwise and whether or not the Parties were informed in advance of the potential for such damages.

### PRICE PAGE

This Price Page lists Sample Equipment that will likely be purchased under the contract. This list is not all-inclusive.

ITEM#	DESCRIPTION	UNIT PRICE	
1.	Electric Powered Golf Vehicle, as per specifications	\$ 3658.56	Comment [d64]: TIT FREEDOM ELECTRIC #12183
	MANUFACTURER AND MODEL NUMBER		
2.	Gasoline Powered Golf Vehicle, as per specifications	\$ 3600.60	Comment [d65]: TIT FREEDOM GASOLINE #12184
	MANUFACTURER AND MODEL NUMBER		
3.	Gasoline Powered Transportation Golf Vehicle, as per specifications	\$ 7152.60	Comment [d66]: TIT FREEDOM GASOLINE #1400
	MANUFACTURER AND MODEL NUMBER		
4.	Light Duty Utility Vehicle, as per specifications	\$ 6265.70	Comment [d67]: CHALLER 900 GASOLINE #12541
	MANUFACTURER AND MODEL NUMBER		
5.	Medium Duty Utility Vehicle, as per specifications	\$ 7004.80	Comment [d68]: HAULER 1200 GASOLINE #12542
	MANUFACTURER AND MODEL NUMBER		

(A) EQUIPMENT TOTAL FOR ITEMS 1- 5 \$ 27,891.36

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 8TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 130785  
PAGE 43 OF 40  
CONTRACT OFFICER: LLOYD B. WINDLE, II  
PH: (520) 837-4105 / FAX: (520) 791-4735

**PRICE PAGE**  
**(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT)**

ITEM#	DESCRIPTION	UNIT PRICE
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1. **Equipment: Electric Powered Golf Vehicle**  
**Replacement Parts**

Battery	\$ 113.00
---------	-----------

PART/ITEM NUMBER--72834001

Electric Motor	\$ 420.00
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PART/ITEM NUMBER--824128

Brake Pads	\$ 13.00
------------	----------

PART/ITEM NUMBER--812412/812411

Charger	\$ 328.00
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PART/ITEM NUMBER--822418

Speed Controller	\$ 350.00
------------------	-----------

PART/ITEM NUMBER--812832

Front Axle	\$ 81.00
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PART/ITEM NUMBER--802513

Steering Gear	\$ 120.00
---------------	-----------

PART/ITEM NUMBER--70884902

Tires/WHEEL	\$ 57.00
-------------	----------

PART/ITEM NUMBER--812772

Wheels	\$ N/A
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PART/ITEM NUMBER--SEE ABOVE

**(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 1 \$ 1,566.00**

Comment (d66): FREEDOM TXT ELECTRIC  
Comment (d70): Parts Manual part # 814274  
\$42.00

Comment (d71): Brake Drum part # 21807028  
\$42.00

2. **Equipment: Gasoline Powered Golf Vehicle**  
**Replacement Parts**

Drive Clutch	\$ 179.00
--------------	-----------

PART/ITEM NUMBER--818684

Comment (d72): FREEDOM TXT GASOLINE  
Comment (d73): FREEDOM TXT GASOLINE  
PARTS MANUAL PARTS 818275 \$22.00

Comment (d74): Drive Clutch # 818685  
\$185.00

Comment (d75): Drive Belt # 818686 \$39.00

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 130795  
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PH: (520) 837-4105 / FAX: (520) 781-4735

**PRICE PAGE**  
**(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)**

ITEM#	DESCRIPTION	UNIT PRICE
	Starter/Generator	\$ 245.00
	PART/ITEM NUMBER--625715	
	Battery	\$ 55.00
	PART/ITEM NUMBER--24775G1	
	Brake Pads	\$ 13.00
	PART/ITEM NUMBER--612412/612411	
	Front Axle	\$ 81.00
	PART/ITEM NUMBER--603513	
	Steering Gear	\$ 120.00
	PART/ITEM NUMBER--70984G02	
	Fuel Filter	\$ 2.00
	PART/ITEM NUMBER--72084G01	
	Air Filter	\$ 18.00
	PART/ITEM NUMBER--28483G00	
	Tire/ WHEEL	\$ 57.00
	PART/ITEM NUMBER--612772	
	Wheels	\$ SEE ABOVE
	PART/ITEM NUMBER--SEE ABOVE	

**(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 2 \$ 1048.00**

**Equipment: Gasoline Powered Transportation Golf Vehicle**  
**Replacement Parts:**

Drive Clutch	\$ 179.00
PART/ITEM NUMBER--618684	
Starter/Generator	\$ 245.00
PART/ITEM NUMBER--625715	

Comment [d76]: BRAKE DRUM # 21807G1  
\$42.00

Comment [d77]: RXY 5+2 GASOLINE

Comment [d78]: PARTS MANUAL # 611105  
\$42.00

Comment [d79]: DRIVEN CLUTCH # 618685  
\$155.00

Comment [d80]: BELT # 618630 \$ 39.00



CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 130785  
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CONTRACT OFFICER: LLOYD B. WINDLE, II  
PH: (520) 837-4105 / FAX: (520) 791-4735

**PRICE PAGE**  
**(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)**

ITEM#	DESCRIPTION	UNIT PRICE
	Battery	\$ 55.00
	PART/ITEM NUMBER--2471301	
	Brake Pads	\$ 13.00
	PART/ITEM NUMBER--812412/672411	
	Front Axle (2)	\$ 40.00
	PART/ITEM NUMBER--606000	
	Steering Gear	\$ 182.00
	PART/ITEM NUMBER--8Y0370	
	Fuel Filter	\$ 2.00
	PART/ITEM NUMBER--72086301	
	Air Filter	\$18.00
	PART/ITEM NUMBER--28183001	
	Tires/Wheel	\$ 57.00
	PART/ITEM NUMBER--812772	
	Wheels	\$ SEE ABOVE
	PART/ITEM NUMBER-- SEE ABOVE	

**(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 3 \$ 1027.00**

4.

Equipment: Light Duty Utility Vehicle  
Replacement Parts:

Master Brake Cylinder--NOME

\$ N/A

PART/ITEM NUMBER--N/A

Clutch Cable Assembly--CLUTCH DRIVE

\$ 179.00

PART/ITEM NUMBER--623946

Starter/Generator

\$ 245.00

PART/ITEM NUMBER--625713

Battery

\$ 55.00

Comment [681]: Reuter 800 Gas

Comment [682]: Part 1 MANUAL #624959  
\$ 42.00

Comment [683]: BELT # 616590 \$ 59.00  
DRIVEN CLUTCH # 623549 \$ 116.00

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
265 W. ALAMEDA, 8TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 130798  
PAGE 87 OF 40  
CONTRACT OFFICER: LLOYD B. WINDLE, II  
PH: (520) 687-4105 / FAX: (520) 791-4735

**PRICE PAGE**  
**(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)**

PART/ITEM NUMBER—8077501

Brake Pads

\$ 13.00

PART/ITEM NUMBER—813412/812411

Front Axle

\$ 81.00

Comment (484): BRAKE DRUM # 2180763  
\$42.00

PART/ITEM NUMBER—802513

Steering Gear

\$ 120.00

PART/ITEM NUMBER—70584002

Tires/WHEEL

\$ 70.00

PART/ITEM NUMBER—28757001 (FRONT)

TIRE/WHEELS

\$ 70.00

PART/ITEM NUMBER—20757003 (REAR)

(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 4 \$ 1042.00

5. **Equipment: Medium Duty Utility Vehicle**  
**Replacement Parts:**

Master Brake Cylinder

\$ N/A

Comment (483): N/A (28757002)

PART/ITEM NUMBER—NONE

Comment (486): PARTS MANUAL \$ 20.00  
\$42.00

Clutch Cable Assembly

\$

PART/ITEM NUMBER—SEE COMMENT 433

Comment (467): CLUTCH DRIVE # 61868  
\$179.00  
CLUTCH DRIVEN # 61868B \$ 125.00  
BELT # 61868D \$30.00

Starter/Generator

\$ 245.00

PART/ITEM NUMBER—835716

Battery

\$ 55.00

PART/ITEM NUMBER—2077501

Brake Pads

\$ 13.00

PART/ITEM NUMBER—813412/812411

Front Axle

\$ 81.00

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 130788  
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CONTRACT OFFICER: LLOYD B. WINDLE, II  
PH: (520) 837-4105 / FAX: (520) 791-4735

**PRICE PAGE**  
**(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)**

ITEM#	DESCRIPTION	UNIT PRICE
	PART/ITEM NUMBER-- <del>802513</del>	
	Steering Gear	\$ 120.00
	PART/ITEM NUMBER-- <del>7084602</del>	
	Tires/WHEEL	\$ 70.00
	PART/ITEM NUMBER-- <del>28737601 (FRONT)</del>	
	TIRE/Wheels	\$ 70.00
	PART/ITEM NUMBER-- <del>28737603 (REAR)</del>	

(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 5 \$ 1069.00

(A) EQUIPMENT TOTAL FOR ITEMS 1-5 \$ 27,691.36

(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEMS 1-5 \$ 5,752.00

GRAND TOTAL (A + B) \$ 33,443.36

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 8TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 130796  
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CONTRACT OFFICER: LLOYD B. WINDLE, II  
PH: (520) 837-4105 / FAX: (520) 781-4735

## OFFER AND ACCEPTANCE

### OFFER

#### TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

E-Z-GO Division of Textron Inc.

Company Name

Name: \_\_\_\_\_

1451

Address

Title: \_\_\_\_\_

Augusta, GA 30906

City

State

Zip

Phone: \_\_\_\_\_

Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

Printed Name

E-mail: \_\_\_\_\_

Title

### ACCEPTANCE OF OFFER

This Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. \_\_\_\_\_.

CITY OF TUCSON, a municipal corporation

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

As Tucson City Attorney and not personally

Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM  
As Interim Director of Procurement and not personally

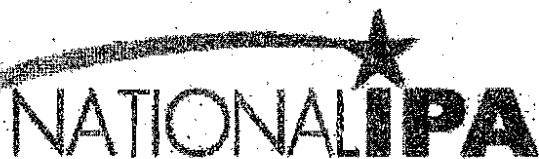
CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 8TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 130796  
PAGE 40 OF 40  
CONTRACT OFFICER: LLOYD B. WINDLE, II  
PH: (520) 637-4105 / FAX: (520) 791-4735

## ATTACHMENTS

Attachment I – National IPA Exhibits

**Attachment I – National IPA Exhibits**



**Requirements for National Cooperative Contract  
To be Administered by  
National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

**National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

**National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE**

**National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE**

**National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE**

**National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**1.0 Scope of National Cooperative Contract**

**1.1 Requirement**

The City (hereinafter defined and referred to as "Principal Procurement Agency"); on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for Grounds Maintenance Equipment. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

**1.2 Marketing and Administrative Support**

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A - NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2.5% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

E-Z-GO will increase the administrative fee to 3.0% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal.

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

**1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$10 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT A-NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public

Requirements for National Cooperative Contract  
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**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Agencies through a coordinated marketing approach between Supplier and National IPA.

**1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

**1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

**2.1 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

**2.2 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response, that will be responsible for the overall management of the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A-NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**2.3 Pricing Commitment**

~~(Delete. Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.)~~

E-Z-GO is pleased to provide the City of Tucson and the National IPA discounted pricing that is competitive with our National Accounts and similarly situated accounts. E-Z-GO however cannot provide a most favored nations clause.

**2.4 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

**3.1 SUPPLIER QUALIFICATIONS**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

**3.2 Company**

**A. Brief history and description of your company.**

E-Z-GO is owned by Textron, a global multi-industry company with more than 33,000 employees operating in 25 countries. Textron is publicly traded on the New York Stock Exchange (Sym: TXT), and ranks 236<sup>th</sup> on the 2012 Fortune 500. Textron products include Cessna aircraft, Bell helicopters, Jacobsen turf-care equipment, and Greenlee tools, among many others. Textron is well known as a government and defense contractor, responsible for products ranging from the Bell-Boeing V-22 Osprey VTOL aircraft used by the U.S. Marine Corps and U.S. Air Force, to the Shadow tactical unmanned aircraft system, in service with the U.S. Army and Marines as well as U.S. allies such as Australia, Sweden, and Italy.

E-Z-GO vehicles are manufactured by Textron's E-Z-GO business unit. E-Z-GO is a globally renowned manufacturer of light-transportation vehicles and is particularly renowned for its expertise in electric-vehicle technology. Virtually all E-Z-GO vehicles are built in the company's Augusta, Ga. headquarters, which has received worldwide recognition for its manufacturing and operational excellence, including being named one of *Industry Week* magazine's top 10 plants in North America in 2009. E-Z-GO also is a recipient of the Shingo Prize for Operational Excellence, dubbed the "Nobel Prize of Manufacturing" by *BusinessWeek* magazine. For purposes of this solicitation, E-Z-GO would sell, build, ship and service all vehicles required, by the National IPA and City of Tucson and its agencies.

E-Z-GO has been in continuous operation since its founding in 1954, became a part of Textron in 1960, and began designing and manufacturing Cushman vehicles after Textron acquired the Cushman brand and product line in 1998, and Bad Boy Buggies in 2010. Throughout its history, our company has serviced large corporate and governmental customers, including companies such as Federal Express and Arnold Palmer Golf Management, and governmental agencies including the U.S. Department of Energy and U.S. Department of Defense.

Textron is on solid financial footing, with 2012 sales totaling more than \$12.2 billion and a market

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

capitalization of \$7.62 billion.

E-Z-GO has extensive experience administering and managing multiple accounts; in fact, our ability to service large accounts is core to our business model and strategy. Under the E-Z-GO, Bad Boy Buggies and Cushman brands, our company sells to and services more than 10,500 golf courses and facilities worldwide, and its commercial team, which will handle the products and services outlined in the Statement of Work, services more than 10,000 customers worldwide, including major companies such as Alcoa, American Golf and Trump National, as well as numerous federal, state and local agencies in the United States, including the State of Texas, State of California, Department of Veterans Administration, and the State of Georgia.

**B. Total number and location of sales persons employed by your company.**

Textron Inc. employs 33,000 people worldwide.

The E-Z-GO Division of Textron Inc. employs 630 people on the Augusta, GA campus.

196 Sales and Service remote employees  
31 Fleet Account Managers  
16 Territory Account Managers  
7 Regional Sales Directors  
5 National Account Managers  
4 Value Stream Vice Presidents  
4 International Sales Managers  
2 Government Sales Managers

Covering the United States, North America, South America, Central America, Europe, Middle East, Africa.

**C. Number and location of support centers (if applicable).**

E-Z-GO Branches located in Georgia, Pennsylvania, Texas

E-Z-GO Hubs located in Arizona, California, Florida, New York

**D. Annual sales for the three previous fiscal years.**

As a division of Textron Inc. and per Textron policy as a publicly traded company E-Z-GO's annual sales are not disclosed. Please refer to the 2010, 2011 and 2012 Textron Annual Report for information on the Textron annual sales volume.

**E. Submit your FEIN and Dunn & Bradstreet report.**

FEIN 05-03-15468

DUNS (Textron) 02-321-1535

DUNS (EZGO) 001-338-979

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**3.3 Distribution, Logistics**

- A. Describe how your company proposes to distribute the products/service nationwide.**

E-Z-GO utilizes our nationwide network of 800 Dealers and over 1,000 locations to distribute and service our customers.

- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.**

E-Z-GO's dealer network documentation will be provided upon successful award. The E-Z-GO dealer network is additionally located for each brand on the respective websites: [www.ezgo.com](http://www.ezgo.com); [www.cushman.com](http://www.cushman.com); [www.birdboybuggies.com](http://www.birdboybuggies.com);

- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.**

All E-Z-GO brands and products are shipped directly from 1451 Marvin Griffin Rd., Augusta, GA 30906. The distribution/factory direct operations vary in size depending on the services offered at the facility, Logistics/Traffic, Manufacturing, Sale, Service, IT etc. The production facilities producing our vehicles total 675,000 square feet.

- D. State any return and restocking policy and fees, if applicable, associated with returns.**

Incorrectly ordered parts must be new and returned in original factory packaging. A return authorization number from the Parts Department is required.

There is no charge for parts exchanged/replaced/returned prior to 30 days. After 30 days there is a 15% re-stocking fee. Customer pays postage/UPS fees. Any part a year or older in age is not accepted for return.

**3.4 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:**

- a. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**

**First 10 Days**

- A. Within one week of contract award all Brands and their respective marketing and sales teams within E-Z-GO Division of Textron Inc., will begin to prepare an announcement to be distributed to our 196 Sales and Service remote employees 31 Fleet Account Managers, 16 Territory Account Managers, 7 Regional Sales Directors, 5 National Account Managers, 4 Value Stream Vice Presidents, 4 International Sales Managers, 2 Government Sales Managers and our Dealer**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Principals announcing the award, terms and conditions, and implementations.

E-Z-GO Government Sales Managers will meet with National IPA to become educated on their successful program. There will be a joint planning schedule developed to include customer target sales calls and trade shows.

**30 Days**

Our dealer-only website will be updated to include the contract details and specific instructions and also a link to the National IPA website. We will create series of WebEx and conference calls, in conjunction with the City of Tucson and the National IPA to answer any sales team questions.

Education and training sessions, ride and drive, factory tour and will be held for the National IPA at the E-Z-GO production facility.

**90 Days**

The advertising and sales team training will be on-going throughout the life of the contract to keep it fresh and in the forefront of our Sales Teams and Distribution and Dealer network. Our Dealer network will be given Point of Contact information within E-Z-GO for further ongoing questions and clarification.

Quarterly meetings will be held with National IPA, E-Z-GO, and our Dealer Counsel. Minutes of the meeting will be published and sent to our dealer network.

NIPA monthly marketing tips will be included in our monthly dealer news communications from each of the Value Streams.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A-NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- b. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

**See 3.4A**

The Government Sales Managers will hold regional sales meetings with our Dealers to develop an action and marketing plan specific to their geographic territories. The Government sales Managers will meet with the individual dealer and sales teams who focus on the Municipal Market to assist them in the implementation of this award with their customers.

Our Dealers will be encouraged to develop a weekly target list to review with the E-Z-GO, Cushman and Bad Boy Buggies Territory Account Managers to drive the contract for additional sales.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
  - a. Creation and distribution of a co-branded press release to trade publications within first 10 days

**See 3.4A**

Within two weeks of contract award the information will be posted on the E-Z-GO, Cushman and Bad Boy Buggies websites with a link to the National IPA website for those customers seeking more information regarding the contract or other opportunities within NIPA. We will also create an award specific print ad to be used in market specific advertising, E-Z-GO Division of Textron Inc. dealer mailings and email blasts.

- b. Announcement, contract details and contact information published on the company website within first 30 days

See response B. above.

- c. Design, publication and distribution of co-branded marketing materials within first 90 days

See response A. above.

- d. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

D) Local E-Z-GO, Cushman and Bad Boy Buggies Dealers and the E-Z-GO Division of Textron Inc., sales and marketing teams will attend NIGP, NPI, and Municipal trade shows to promote the relationship between E-Z-GO Division of Textron Inc., and the National IPA.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A-NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- e. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.

E) E-Z-GO Division of Textron Inc. and their dealers facilitate many municipal shows and ride and drive events across the country throughout the year. These events attract many different levels of local municipalities and allows for a comfortable environment to demo equipment and discuss purchasing opportunities such as NIPA.

E-Z-GO Division of Textron Inc. will create a webpage link to a dedicated NIPA/EZGO/CUSHMAN/BAD BOY BUGGIES site to include all pertinent purchasing information for the customer.

- f. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- g. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
- h. Dedicated National IPA internet web-based homepage with:
- National IPA standard logo;
  - Copy of original Request for Proposal;
  - Copy of contract and amendments between Principal Procurement Agency and Supplier;
  - Summary of Products and pricing;
  - Marketing Materials
  - Electronic link to National IPA's online registration page;
  - A dedicated toll free number and email address for National IPA
- D. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Our dealers and Sales Teams will have E-Z-GO Division of Textron Inc. brands/NIPA specific literature and also be well versed in the benefits of utilizing the NIPA program within their procurement process. E-Z-GO Division of Textron Inc. vehicles are currently in state and Federal contracts.

- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

E-Z-GO Division of Textron Inc. is prepared to license the use of the E-Z-GO, Cushman and Bad Boy Buggies Trademarks, for the term of the Master Agreement, solely for the purpose of the Master Agreement.

- E. Supplier is responsible for proactive direct sales of Supplier's goods and services



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

**Requirements for National Cooperative Contract**  
**Page 46 of 64**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT A-NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- i. Master Agreement was competitively solicited by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive contract

E. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

G. Provide contact information for the person(s), who will be responsible for:

- a. Marketing
- b. Sales
- c. Sales Support
- d. Financial Reporting
- e. Contract

Lurie Nichol, Government Sales Manager  
Donna Conrad, Inside Government Sales Support Administrator  
E-Z-GO Division of Textron Inc.

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The Highest Level Executives in charge is divided by Value Stream.

Vice President Fleet Golf -- Mike Parkhurst  
Vice President Cushman Industrial and Commercial -- Darryl Heffline  
Vice President Bad Boy Buggies & E-Z-GO Consumer -- Eric Bondy

196 Sales and Service remote employees  
31 Fleet Account Managers  
16 Territory Account Managers  
7 Regional Sales Directors  
5 National Account Managers  
4 Value Stream Vice Presidents  
4 International Sales Managers  
2 Government Sales Managers

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

The E-Z-GO Division of Textron Inc., sales teams will work with the National IPA to implement & grow the national program by identifying current and potential members of the advantages of using the program to purchase their vehicles no matter what the application. The teams will also notify the customers of any changes or updates within NIPA and/or equipment updates or news releases from E-Z-GO, Cushman, & Bad Boy Buggies brands. The team

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT A-NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

approach will benefit both partners with long term rewards.

- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

Lurie Nichol will be the main coordinator of this agreement utilizing a team consisting of sales, finance, and marketing.

- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

N/A

- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

E-Z-Go customizes this feature/function on a case by case basis dependent of the needs and requirements of the customer.

- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$ \_\_\_\_\_00 in year one

\$ \_\_\_\_\_00 in year two

\$ \_\_\_\_\_00 in year three

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT A - NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B-NATIONAL IPA ADMINISTRATION AGREEMENT**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY  
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and \_\_\_\_ (herein "Supplier").

**RECITALS**

**WHEREAS**, the \_\_\_\_ (herein "Principal Procurement Agency") has entered into a Master Agreement dated \_\_\_\_, Agreement No. \_\_\_\_ by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), for the purchase of \_\_\_\_ (herein "Product");

**WHEREAS**, said Master Agreement provides that any of all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register with National IPA or otherwise execute a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to Public Agencies;

**WHEREAS**, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

**WHEREAS**, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B-NATIONAL IPA ADMINISTRATION AGREEMENT  
TERMS AND CONDITIONS**

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement. In addition, National IPA covenants that all transactions contemplated hereby or authorized hereunder shall be subject to terms and conditions substantially similar to those in effect between the City of Tucson and Supplier, as memorialized by (TBD), or such other terms as Supplier may agree in writing in its sole discretion.

**TERM OF AGREEMENT**

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

**NATIONAL PROMOTION**

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master

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**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT B: NATIONAL IPA ADMINISTRATION AGREEMENT**

Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at [www.nationalipa.org](http://www.nationalipa.org) prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

**QUARTERLY FEES & MONTHLY REPORTING**

10. Supplier shall pay National IPA an administrative fee in the amount of \_\_\_% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and ~~(delete - shall be obligated to reimburse National IPA's costs and expenses for such audit.)~~



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

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NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT 9- NATIONAL IPA ADMINISTRATION AGREEMENT

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10<sup>th</sup> day of the following month. Administrative fee payments are due within thirty (30) days after the end of each calendar quarter for Contract Sales during such quarter. Administrative fee payments shall be accompanied by a report of Contract Sales for the quarter. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

12. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT

A. National Intergovernmental Purchasing Alliance Company

National IPA  
Attn: President  
1600 Westgate Circle  
Suite 275  
Brentwood, TN 37027

B. Principal Procurement Agency

C. Supplier

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

18. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Name

Title

Title

Date

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C: NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT**

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the competitive use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C-NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT D - PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of NAME OF PPA ("Principal Procurement Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA").

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## National IPA Contract Sales Monthly/Quarterly Report

\_\_\_\_\_

\_\_\_\_\_

Participating Agency Name	City	State	Zip Code	Participating Agency # (Assigned by National IPA and provided to Supplier)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$

.....

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT Y- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

**Nationwide:**

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

\*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

**Certain Public Agencies and Political Subdivisions:**

Cities, Towns, Villages and Boroughs including but not limited to:

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSkanie, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR



CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 8TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. «FBNUMBER»

PAGE 2 OF «TOTALPAGES»

CONTRACT OFFICER: «CONTRACTOFFICER»

PH: (520) 791-4400 Ext. «PHONEEXT» / FAX: (520) 791-4735

CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR  
CITY OF COTTAGE GROVE, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF RIDDLE, OR  
CITY OF ROSEBURG, OR  
CITY OF REDMOND, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WARRENTON, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON

Counties and Parishes including but not limited to:

ASCENSION PARISH, LA

ASSOCIATION OF OREGON COUNTIES

Requirements for National Cooperative Contract

Page 2 of 64

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. «FENUMBER»

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CONTRACT OFFICER: «CONTRACTOFFICER»

PH: (520) 791-4400 Ext. «PHONEEXT» / FAX: (520) 791-4735

BAKER COUNTY, OR  
BENTON COUNTY, OR  
BOARD OF WATER SUPPLY, OR  
CADDOPARISH, LA  
CALCASIEUPARISH, LA  
CALCASIEUPARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
256 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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PH: (520) 791-4400 Ext. «PHONEEXT» / FAX: (520) 791-4735

SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR

Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:

BEND METRO PARK AND RECREATION DISTRICT  
BOARDMAN PARK AND RECREATION DISTRICT  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
CHEHALEM PARK AND RECREATION DISTRICT  
EUGENE WATER AND ELECTRIC BOARD  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY OF PORTLAND  
ILLINOIS VALLEY FIRE DISTRICT  
LAFAYETTE AIRPORT COMMISSION, LA  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
MEDFORD WATER COMMISSION  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
PORTLAND DEVELOPMENT COMMISSION, OR  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON LEGISLATIVE ADMINISTRATION  
SOUTHEASTERN LOUISIANA UNIVERSITY  
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
WILLAMALANE PARK AND RECREATION DISTRICT  
WILLAMETTE HUMANE SOCIETY

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO. 17-C  
CADDIS PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 8TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. «#NUMBER»  
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PH: (520) 781-4400 Ext. «PHONEEXT» / FAX: (520) 781-4735

CANYONVILLE CHRISTIAN ACADEMY  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
ESTACADA SCHOOL DISTRICT NO.108  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MC MINNVILLE SCHOOL DISTRICT NO.40  
MEDFORD SCHOOL DISTRICT 440C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MUL TINO MAH EDUCATION SERVICE DISTRICT  
MULTI SENSORY LEARNING ACADEMY  
MYRTLE PINE SCHOOL DISTRICT 41  
NEAH-KAH-NIE DISTRICT NO.56  
NESTLECA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH WASCO CTY SCHOOL DISTRICT 21

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
253 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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PH: (520) 791-4400 Ext. «PHONEEXT» / FAX: (520) 791-4735

NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NO.6  
ORLEANS PARISH SCHOOL DISTRICT PHOENIX-  
TALENT SCHOOL DISTRICT NO.4 PORTLAND  
JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO.33  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 11  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 887  
SILVER FALLS SCHOOL DISTRICT 41  
SOUTH LANE SCHOOL DISTRICT 45/3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SWEET HOME SCHOOL DISTRICT NO.55  
TERRIBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT NO.32

Higher Education

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
DEVRY UNIVERSITY - PORTLAND  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 8TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. «IFBNUMBER»  
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CONTRACT OFFICER: «CONTRACTOFFICER»  
PH: (520) 791-4400 Ext. «PHONEEXT» / FAX: (520) 701-4735

OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
ROQUE COMMUNITY COLLEGE  
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPUQA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY

State Agencies

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT. OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT. OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SERU LOCAL 503, OPEU  
SOH JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION

<u>Vehicles</u>	<u>E-Z-GO Vehicle Pricing Off MSRP</u>
Golf Cars	52%
Utility Vehicles (Turf)	30%
Utility Vehicles (Industrial)	20%
Transportation Vehicles (Shuttles)	30%
Hospitality Vehicles (Refreshers)	20%
Road Legal Low Speed Vehicles	20%
AWD Vehicles	10%
Parts	30%
Accessories/Custom Solutions	30%

Free Goods Program (Agencies who purchase over \$100,000.00 receive credit to spend on Vehicles, Parts, and accessories)

<u>Spend Amount</u>	<u>Rebate \$</u>
\$100,000 - \$149,999	\$4,000 - \$5,999.96
\$150,000 - \$199,999	\$6,000 - \$7,999.96
\$200,000 - \$249,999	\$8,000 - \$9,999.96
\$250,000 - \$299,999	\$10,000 - \$11,999.96
\$300,000 - \$349,999	\$12,000 - \$13,999.96
\$350,000 - \$399,999	\$14,000 - \$15,999.96
\$400,000 - \$449,999	\$16,000 - \$17,999.96
\$450,000 - \$499,999	\$18,000 - \$19,999.96
\$500,000 +	\$20,000

Freight 15% less than E-Z-GO rates current published rates

Based Upon \$4 a Gallon Diesel rates

Installation Charges:

\$175 per vehicle for canopy top, windshield and other options on a canopied vehicle

\$450 per vehicle for a custom cab and other options on a cab vehicle

\$35 per cart for tops, windshields and other options for fleet golf

July 30, 2013

Mr Rusty McGahee.  
E-Z-GO Division of Textron Inc.  
1451 Marvin Griffin Rd  
Augusta, GA 30906

Sent this day via email to:  
[rmcgahee@textron.com](mailto:rmcgahee@textron.com)

**CITY OF  
TUCSON**  
DEPARTMENT  
OF  
PROCUREMENT

**RE: City of Tucson RFP #130795 -- Golf, Utility and Hospitality Carts  
Request for Revised Offer**

Dear Mr. McGahee:

Thank you for attending the teleconference meeting with the City of Tucson on July 30, 2013. In order for the evaluation committee to proceed with the evaluation of your proposal, we would like to give you the opportunity to strengthen your proposal by submitting a revised offer.

Your revised offer should modify the original offer and be based upon the information exchanged during the interview session as well as the interview agenda items. At a minimum, please address the following items in your revised offer.

1. Pricing: You may submit revised pricing for all product and service categories. Please submit revised pricing using the same format as the original offer. That is, if any component of your pricing strategy changes such as proposing a more aggressive discount off, then re-submit the price pages for the sample equipment and parts. If revised pricing is not being offered, the original submitted pricing will be used for the evaluation.
2. Describe in detail your response to the interview agenda item numbers 1, 3 and 4.
3. Explain the reasoning for the 60 Day ARO for vehicles.
4. Many agencies are still facing budget reductions and will consider alternate financial tools to acquire new and/or used vehicles. Describe your firms lease programs for new vehicles as well as a lease-buyback of returned vehicles. Submit your firms standard lease documents for review.
5. Clarify your response for parts delivery. There appears to be a conflict in the proposed language contained on Page 4, Service Requirements, 2. Parts and Service which states 3 - 4 weeks and Page 27, 3. Orders, Invoices and Delivery, c.1. What are your standard delivery days? which states 3-10 business days.

It is important that the Evaluation Committee be provided with all requested information to properly evaluate your offer. Submit your revised offer via email no later than 4:00 p.m. Tuesday August 6, 2013.

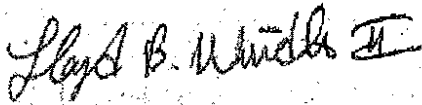


In the event EZGO advances to the final stage of negotiations, the City of Tucson will schedule a negotiation meeting for the first week of September.

The City of Tucson appreciates your attention to this matter. If you should have any questions, please call me at (520) 837-4105.

Please reply to this letter via email to [Lloyd.windle@tucsonaz.gov](mailto:Lloyd.windle@tucsonaz.gov). If you should have any questions, please contact me at (520) 837-4105.

Sincerely,



Lloyd B. Windle II C.P.M. CPPB  
Principal Contract Officer

# Municipal obligations are unique

State and local government borrowers cannot enter into a debt obligation without voter approval. A transaction subject to appropriation is not considered debt.

**Debt:** A financial obligation > 12 months. For example, general obligation ("GO") bond of a city.

**Current Expense:** A lease purchase transaction, **subject to annual appropriation** is considered a current expense. For example, a five year equipment loan, subject to appropriation = Five (1) year loans.

Borrowers must have the legal right to terminate the loan at the end of each fiscal year. Lender can sell the equipment but has no right to a deficiency judgment.



GE imagination at work

## **Tax-exempt Municipal Lease Purchase**

- **NON-APPROPRIATION CLAUSE**  
(or renewal option based on State law)
- **TITLE HELD BY LESSEE**
- **SECURITY INTEREST HELD BY LESSOR**
- **FULLY AMORTIZING OBLIGATION**  
(Payment schedule P&I breakdown, \$1 option)
- **NO RESIDUAL or FMV OPTION**
- **FULL INTEREST RATE DISCLOSURE**  
(Amortization schedule and IRS form 8038)
- **LEGAL OPINION**  
(Duly Authorized Legal, Valid and Binding; Compliance with Public Bidding)
- **AUTHORIZING BOARD RESOLUTION**  
(County Board / City Council /Board of Education)



GE imagination at work

## Taxable Municipal Lease

- **NON-APPROPRIATION CLAUSE**  
(or renewal option based on State law)
- **LESSOR TYPICALLY OWNS EQUIPMENT**
- **PICKLE DEPRECIATION on NON-QTE ASSETS**
- **RESIDUAL/FMV**
- **AUTHORIZING BOARD RESOLUTION**  
(County Board / City Council / Board of Education)



GE imagination at work

NON-APPROPRIATION CLAUSE

# Key Areas of Expertise

## Documentation

- Appropriation/Renewal/Abatement
- Issuer Specific T's & C's

## State Law

## Tax Expertise

## Creating Flexible Solutions

## Collateral Knowledge

## Bid Process



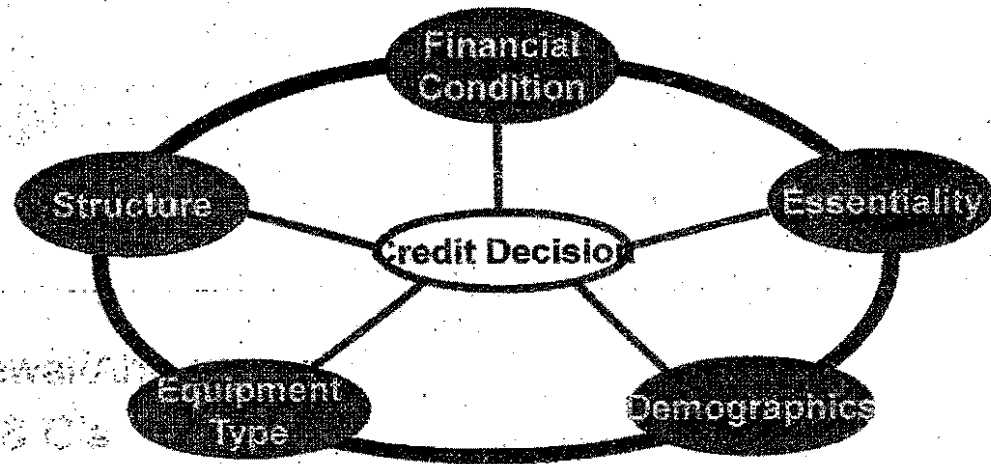
GE Imagination at work

# Underwriting

## Municipal Transactions:

What we look at:

- Financial Condition
- Deal Structure
- Equipment Type
- Demographics
- Essentiality



GE imagination at work

# Essential Use

## Analysis

Are the assets being financed essential for the borrower to carry out its primary roles and responsibilities?

- Replacement?
- Department using equipment?
- Feasibility study?
- In the worst economic times, would the government appropriate funds for the continued use of the asset?



GE imagination at work

# Municipal risk structuring

Assets Groups

Assets Groups – single asset transactions less essential

Cross schedules for default and non-appropriation

Visibility of transaction

- Legal opinion (city attorney, county council, attorney general)
- Governing body resolution authorizing the specific transaction

Term/Structure

- Quarterly, semi-annual or annual payment structures
- Refinance existing transactions

Political Environment

- Did voters reject a bond issue for the project?



GE imagination at work



# Municipal credit packages

## Financial Condition

- Three years audited financials (interims typically not available)

## Deal Structure

- Deal summary

## Equipment Type

- Equipment description/Breakdown
- Invoices if available

## Demographics

## Essentiality

- Replacement?
- Department using equipment?
- Feasibility study?
- Cost savings analysis?



GE imagination at work

# Potential areas of concern

## Restrictions by state law or borrower policy

- Pledge of additional collateral
- Sale/Leaseback

## Arbitrage on Deposit or Reserve Account

- Unless yield restricted and borrower receives all interest
- Not commercially relevant in todays market but rules are cumbersome

## Pay to Play and/or Lobbying Restrictions



GE imagination at work

Financial Institution

## E-Z-GO LEASE AGREEMENT

<b>LESSEE</b>	Legal Name	Contact	Phone No.
Business Street Address/City/State/Zip		County	Tax Identification No.
Supplier	Name	Contact	Phone No.
Equipment	Equipment Location (If the same as Lessee's address, check here only <input type="checkbox"/> )		
Quantity	Make and Model	General Description	
<b>KEY TERMS</b>	Lease Term (months)	No. of Payments	Payment Amount(s)
			Payment Frequency <input type="checkbox"/> Monthly <input type="checkbox"/> Other (describe)
Other Terms:		Purchase Option (Mark with "X")	
Start Date: _____		____ Fair Market Value	
End Date: _____		____ Other _____	
**If Payment Amount is a percentage (%) of gross monthly receipts (see section 3), then enter % here: _____		Equipment to be replaced annually? ____ (Mark with "X", if yes; provide initials)	

1. **LEASE:** The E-Z-GO Division of Textron Inc. ("Lessor") agrees to lease to Lessee certain equipment described above and manufactured and/or distributed by Lessor (such equipment and other personal property, replacement parts, replacements, additions, repairs and accessories, and all operation manuals, technical bulletins, plans, specifications, documents, is referred to as the "Equipment"). Lessee authorizes Lessor to correct minor typographical errors in the information contained in this Lease and enter additional omitted information. Lessor will send Lessee a copy of the final

version of this Lease. This Lease is a complete and exclusive statement of Lessee's and Lessor's agreement

for the lease of the Equipment, and may be modified in writing only. If Lessee is a corporation, this Agreement is executed pursuant to authority of Lessee's Board of Directors. If more than one Lessee executes this Agreement, Lessee's obligations under this Agreement are joint and several. By signing this lease, if Lessee is an individual, Lessee authorizes Lessor to obtain consumer credit bureau reports for credit and collection purposes.

2. **TERM:** This Lease will start when Lessor signs it and will continue for the lease term specified above (the "Term"). The Term may be extended under the circumstances specified in Section 13 (the "Extended Term").

3. **RENT:** Lessee will pay Lessor rent in the amount(s) and at the frequency specified on the front of this Lease without abatement for any reason. Unless otherwise specified on the front of this Lease, the first rental payment will be due upon Lessee's acceptance of the Equipment in writing. IF ALL OR PART OF A RENTAL PAYMENT IS NOT PAID WHEN DUE, LESSOR MAY CHARGE LESSEE THE GREATER OF \$25.00 OR 10% OF THE AMOUNT PAST DUE. Lessor shall determine the order in which Lessee's payments are applied to Lessee's outstanding obligations owing to Lessor. In the event that the rent shall be a set percentage of Lessee's gross monthly receipts generated by the use of the Equipment, the percentage shall be identified on the front of this Lease without abatement for any reason. Lessee shall collect a usage fee from all users of the Equipment. Said usage fee shall be acceptable to Lessor at its discretion.

4. **TITLE AND SECURITY INTEREST:** Lessor has title to the Equipment. If for any reason it is determined that Lessee has title to the Equipment, Lessee grants Lessor a security interest in the Equipment and its accessions to secure all of the Lessee's present and future obligations owing to Lessor or Lessor's affiliates (the "Obligations"). Lessee will not permit any party other than Lessor to have an interest in the Equipment. If requested by Lessor, Lessee will allow Lessor to conspicuously display Lessor's ownership or security interest on the Equipment. LESSEE AUTHORIZES LESSOR TO SIGN AND FILE FINANCING STATEMENTS IN LESSEE'S NAME COVERING THE EQUIPMENT AND ITS ACCESSIONS. LESSEE WILL REIMBURSE LESSOR FOR LESSOR'S ADMINISTRATIVE COSTS AND THE GOVERNMENTAL FEES RELATED TO SUCH FILINGS. To further secure the Obligations, Lessee grants Lessor a security interest in any security deposit specified on the front of this Lease. The security deposit will not earn interest, and will be commingled with Lessor's general funds.

5. **SELECTION, PURCHASE AND QUALITY OF EQUIPMENT:** LESSEE AGREES THAT IN THE EVENT THAT LESSOR ASSIGNS THIS LEASE TO ANY COMMERCIAL FINANCE COMPANY INCLUDING AFFILIATE FINANCE COMPANY (HEREINAFTER REFERRED TO AS "ASSIGNEE") THAT LESSEE SELECTED BOTH THE EQUIPMENT AND THE MANUFACTURER, ASSIGNEE SHALL LEASE THE EQUIPMENT TO LESSEE "AS IS", AND MAKE NO

REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE EQUIPMENT (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ABSENCE OF INFRINGEMENT). WITH RESPECT TO SUCH ASSIGNEE, LESSEE'S OBLIGATIONS UNDER THIS LEASE ARE ABSOLUTE, AND MAY NOT BE REDUCED OR OFFSET FOR ANY REASON. THOSE OBLIGATIONS WILL BE UNAFFECTED BY THE LOSS OR DESTRUCTION OF THE EQUIPMENT, ANY DISPUTE WITH ANY PARTY ABOUT THE PERFORMANCE OR SERVICING OF THE EQUIPMENT, OR THE OBSOLESCENCE OR DIMINISHED UTILITY OF THE EQUIPMENT. LESSEE IS THE BENEFICIARY OF ANY PROMISES OR WARRANTIES EXTENDED TO ASSIGNEE BY THE MANUFACTURER, AND LESSEE MAY CONTACT THE MANUFACTURER FOR A DESCRIPTION OF THOSE RIGHTS.

6. **USE, REPAIRS AND SERVICE:** Lessee will use the Equipment for commercial purposes only. Lessee will not alter the Equipment, allow it to be used by anyone other than Lessee or Lessee's invitees, agents or employees, or, without Lessor's permission, move it to a location different from the equipment location specified on the front of this Lease (the "Equipment Location"). Lessee will not permanently integrate the Equipment with any realty, and it will remain personal property. Lessee will use the Equipment only in the manner for which it was intended, keep it in good condition and service it in accordance with the manufacturer's instructions which Lessor will provide to Lessee. Lessee will only utilize replacement parts supplied by a source approved by the Lessor. Lessor will provide an authorized service mechanic on request to handle any major maintenance which may be required on the Equipment. Any acts of vandalism to the Equipment shall be reported in writing to the Lessor upon discovery, together with any names and/or evidence that would lead to the apprehension of the vandals or that would aid in filing an insurance claim. Property damage, fire, theft, and injuries resulting from the use of the Equipment shall be reported in the same manner. All replacement parts and additions to the Equipment either become Lessor's property or are subject to Lessor's security interest. In the event that the parties have indicated on the front of this Lease their agreement that new Equipment shall be provided annually, Lessor shall provide the Lessee with new Equipment on an annual basis throughout the term of the Lease. Any change to the Quantity, Make and Model and/or General Description of the Equipment shall be indicated via addendum. In no circumstance shall Lessor provide Lessee with new Equipment if Lessee is in default of the Lease.

**7. RISK OF LOSS AND INSURANCE:** LESSEE BEARS THE RISK OF LOSS FOR THE EQUIPMENT FROM THE TIME THAT IT IS SHIPPED TO LESSEE, UNTIL IT IS RETURNED TO LESSOR AT THE DESTINATION SPECIFIED BY LESSOR. Lessee will keep the Equipment insured for its replacement cost, against all standard risks, and Lessee will name Lessor as Loss Payee on any policy. Each policy shall provide for no less than thirty (30) days prior written notice of cancellation or non-renewal to Lessor. Lessee will also carry public liability insurance, in an amount specified by Lessor, naming Lessor as an Additional Insured. LESSEE AUTHORIZES LESSOR TO ENDORSE AND NEGOTIATE CHECKS PAID TO LESSEE AS PROCEEDS OF INSURANCE REQUIRED BY THIS SECTION. If Lessee fails to provide insurance covering the Equipment, Lessor may purchase insurance that benefits Lessor. Insurance purchased by Lessor may include coverages beyond those required by this Section. Lessee shall pay Lessor for the cost of such insurance, including: (a) premium expense, (b) premium finance charges, and (c) fees for billing and other administrative services. Lessor's affiliates may act as insurance carrier, premium finance company and/or insurance administrator, and may be compensated through premium charges, commissions, premium rebates and fees. LESSOR ENCOURAGES LESSEE TO OBTAIN LESSEE'S OWN INSURANCE, SINCE IT IS LIKELY TO COST LESSEE LESS AND MORE THOROUGHLY PROTECT LESSEE'S INTEREST IN THE EQUIPMENT. Lessor will promptly discontinue any insurance that Lessor has purchased protecting Lessor's interest in the Equipment, when Lessee provides Lessor with evidence of Lessee's own insurance meeting the requirements of this Section.

**8. TAXES:** Lessee is responsible for all taxes and other fees imposed in connection with the lease, use or ownership of the Equipment (including amusement, sales, use, and property taxes). Lessor will either ask Lessee to reimburse Lessor for the amount that Lessor pays, or Lessor will estimate the annual charge and bill Lessee a ratable portion with each rental payment. TO DEFRAY THE COST OF DECLARING AND PAYING LESSEE'S PROPERTY TAX, LESSOR MAY CHARGE LESSEE AN ANNUAL FEE.

**9. INDEMNITY:** Lessee will defend Lessor (using counsel approved by Lessor) against all claims, liabilities, suits, losses and costs (including fees of counsel) relating to the Equipment or this Lease, including those arising from the maintenance or use of the Equipment, and Lessee will promptly pay all such claims and costs as they arise. Lessee will reimburse Lessor for any economic loss resulting from an adverse change in the recovery period(s) or the depreciation method(s) available for the Equipment. These

indemnities survive the termination or expiration of this Lease.

**10. DEFAULT:** Lessee will be in default under this Lease if: (a) Lessee fails to make any payment required by this Lease within ten (10) days of its due date, (b) Lessee fails to comply with any other term of this Lease or any other agreement with Lessor or an affiliate of Lessor's, (c) Lessee or any guarantor of Lessee's obligations dies, transfers a significant portion of Lessee's or guarantor's assets, or goes out of business, or (d) Lessee or any guarantor of Lessee's obligations becomes insolvent or subject to bankruptcy, receivership, or similar reorganization or liquidation proceedings. If Lessor waives Lessee's performance of any term of this Lease at one or more times, it will not preclude Lessor from enforcing that term at a later time.

**11. REMEDIES AND RECOVERY COSTS:** Upon Lessee's default under this Lease, Lessee will promptly compensate Lessor for the loss of Lessor's bargain (the "Damages"). The amount of the Damages will be determined as of the time that Lessee makes payment to Lessor for the Damages, and will be equal to the sum of: (a) all past due amounts owing under this Lease, (b) an estimate on any property tax which Lessor will owe for the Equipment, and (c) all amounts yet to become due under this Lease. (d) the amount of any nominal purchase price or estimated fair market value purchase option or, in the case of a fair market value purchase option, the residual value which Lessor expects to realize for the Equipment. When calculating the Damages, all amounts which would otherwise be payable at some future date will be discounted to present value at the rate of 5% per year. Lessor may also terminate this Lease and require Lessee to return the Equipment to Lessor in the manner specified in Section 13. If Lessee fails to do so, Lessor may go to the Equipment location and repossess the Equipment. If Lessor sells or re-leases the Equipment, Lessor will credit Lessee for the present value of the sale or release proceeds. Lessor will provide Lessee with ten (10) days advance notice of any sale of the Equipment, which Lessee acknowledges is reasonable. Lessee will be responsible for all recovery costs that Lessor incurs after a default, including: (a) with respect to any default under this Agreement, Lessee shall reimburse Lessor for all costs and expenses incurred by attorneys, including both Lessor's in house attorneys and outside attorneys' and paralegals whether or not a lawsuit or other court action is actually filed in connection with the event of default. In the event that a suit, action, arbitration, or other proceeding of any nature, including, without limitation, any proceeding under The Bankruptcy Code, any action seeking a declaration of rights or an action for rescission is instituted to interpret or enforce this Agreement, including but not limited to such fees and costs associated with trial and appeals, Lessee agrees to pay

the reasonable attorneys' fees incurred in connection with such proceeding as awarded by the court; (b) \$250.00 to cover Lessor's internal collection overhead; and (c) \$250.00 to cover Lessor's internal repossession and remarketing overhead.

**12. JURY TRIAL WAIVER:** IN RECOGNITION OF THE HIGHER COSTS AND DELAY WHICH MAY RESULT FROM A JURY TRIAL, THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING HEREUNDER, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE, AND EACH PARTY FURTHER WAIVES ANY RIGHT TO TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

**13. PURCHASE OPTION AND RETURN OF EQUIPMENT:** If Lessee has performed all of Lessee's obligations contained in this Lease, Lessee may keep the equipment at the expiration of the Term, or any Extended Term, for the purchase option price specified on the front of this Lease. If the purchase option price is fair market value, Lessor will specify the fair retail value which Lessee must pay to purchase the Equipment from Lessor. In all other cases, Lessee must notify Lessor of Lessee's decision to keep or return the Equipment at least sixty (60) days prior to the expiration of the Term, or any Extended Term. Lessee's purchase of the Equipment from Lessor will be "AS-IS, WHERE-IS." If Lessee decides to return the Equipment, Lessee will promptly ship the Equipment to a destination specified by Lessor at Lessee's expense. All returned Equipment must start, stop and turn properly; mechanically, all Equipment shall be in operable condition and capable of being driven onto a transporter, reasonable wear and tear excepted; cosmetically, all Equipment and component parts are to be returned operable and complete according to its original condition, reasonable wear and tear excepted. If the returned Equipment consists of electric golf cars, the Equipment must also be able to transport two (2) players and their golf clubs; all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and all

Equipment must include operable battery chargers. If the returned Equipment consists of gas powered golf cars, the Equipment must also be able to transport two (2) players and their golf clubs; all engine components must be clean, free of debris and have proper oil levels as well as clean filters. Any missing Equipment and parts or damage to the Equipment will result in a separate billing to the Lessee at replacement cost or fair market value, at Lessor's discretion. Upon inspection, the Lessee shall have the opportunity to perform all repairs necessary, at its expense, in order to comply with the return standards set forth herein. Otherwise, Lessee will pay Lessor for any damage to the Equipment in excess of and not in compliance with the return standards set forth herein. If Lessee does not timely notify Lessor of Lessee's decision to keep or return the Equipment, Lessor may extend this Lease on a month-to-month basis for an additional twelve (12) month period, at the same periodic rentals required during the initial term.

**14. TRANSFER AND SUBLEASE:** LESSEE MAY NOT ASSIGN LESSEE'S RIGHTS OR DELEGATE LESSEE'S OBLIGATIONS UNDER THIS LEASE, OR SELL OR SUBLET THE EQUIPMENT. Lessor may transfer Lessor's interest in this Lease or the Equipment at any time. If that happens, the rights of the new owner of this Lease to receive rents and other amounts under this Lease will not be subject to any claims or defenses that Lessee may have against Lessor or any other party.

**15. LOUISIANA PROVISIONS:** If Lessee has title to Equipment that is located in Louisiana, Lessee confesses judgment in Lessor's favor in the amount of the Damages and other recoverable costs specified in Section 10. In the case of a default, Lessor may immediately seize that Equipment pursuant to executory process and sell it to the highest bidder. Lessee waives all statutory protections afforded to Lessee in connection with such seizure and sale, including rights to notice, demand, delay and appraisal contained in articles 2293, 2331, 2332, 2336, 2721, through 2724 and 2733 of the Louisiana Code of Civil Procedure.

**16. GOVERNING LAW AND PLACE FOR SUIT:** This Agreement shall be deemed to be a contract under the laws of the State of Georgia and for all purpose shall be governed by and construed in accordance with the laws of that state. Lessee irrevocably agrees that any legal action or proceeding brought by or against Lessee with respect to the Agreement shall be brought in the courts of the State of Georgia or in the U.S. District Court for the Southern District of Georgia. Lessee consents to the jurisdiction of such courts and that the venue for any such action shall be the County of Richmond, Georgia. This provision shall not limit the right of Textron Inc., its assigns, to bring such actions or proceedings against

Lessee in the court of such other states or jurisdictions where Lessee may be subject to jurisdiction

**17. CREDIT INFORMATION:** Lessee authorizes Lessor or any of Lessor's affiliates to obtain credit bureau reports, and make other credit inquiries that Lessor determines are necessary. Lessee also agrees to provide applicable general financial information about itself as requested by Lessor from time to time. On Lessee's written request, Lessor will inform Lessee whether Lessor has requested a consumer credit report and the name and address of any consumer credit reporting agency that published a report. Lessee

acknowledges that without further notice Lessor may use or request additional credit bureau reports to update Lessor's information so long as Lessee's obligations to Lessor are outstanding.

**18. MISCELLANEOUS:** All notices required by this Lease must be in writing. LESSOR MAY CHARGE LESSEE A FEE FOR PREPARING LEASE HISTORIES, SENDING LESSEE DUPLICATE COPIES OF DOCUMENTS, AND FOR OTHER REQUESTS THAT LESSEE MAKES OF LESSOR CONCERNING THIS LEASE.

\_\_\_\_\_  
Lessee's Name

\_\_\_\_\_  
Lessor's Name - E-Z-GO Division of Textron Inc.

\_\_\_\_\_  
Lessee's Signature

\_\_\_\_\_  
Lessor's Signature

\_\_\_\_\_  
Print Name and Title      Date

\_\_\_\_\_  
Print Name and Title      Date





## LEASE-PURCHASE AGREEMENT NO.

This LEASE-PURCHASE AGREEMENT ("Lease") is made and entered into as of \_\_\_\_\_, by and between TCF Equipment Finance, Inc., 11100 Wayzata Boulevard, Suite 801, Minnetonka, Minnesota 55305 (herein called "Lessor") and \_\_\_\_\_, (herein called "Lessee"), wherein it is agreed as follows:

1. **LEASE OF PROPERTY.** Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor all the property described on Exhibit A hereto. The items of property described in Exhibit A, together with all replacement parts, repairs, additions and accessories incorporated into or affixed thereto shall herein collectively be called the "Property." Lessee authorizes Lessor to add to any Property description, or make necessary corrections to, any serial numbers or other identification of the Property when known.

2. **ACCEPTANCE; TERM.** Lessee shall execute and deliver to Lessor a receipt certificate ("Receipt Certificate") in the form attached hereto as Exhibit B, which shall indicate that the Property has been accepted for use by Lessee and is satisfactory to Lessee for all purposes. The Lease shall become effective upon the execution hereof by Lessee and Lessor, and shall terminate upon payment by Lessee of the last Rental Payment required to be made by it in accordance with Exhibit C thereto (the "Lease Term"), unless canceled or terminated earlier pursuant to Sections 5, 15 or 21 hereof.

3. **RENT.** Lessee agrees to pay to Lessor or its assignee the rental payments ("Rental Payments") in the amounts and at the times as set forth in Exhibit C. Rental Payments shall be due Monthly commencing on the First Payment Date shown on Exhibit C and continuing on the same date of each ["\*ENTER month/yr\*"] thereafter until fully paid unless terminated earlier pursuant to Section 15 or 21 hereof. Lessee authorizes Lessor to fill in the First Payment Date on Exhibit C based on the date that Lessor disburses funds to the Vendor (as defined below) based on receipt of an executed Receipt Certificate from the Vendor. A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Exhibit C. The Rental Payments will be payable for the Lease Term in dollars (U.S.), without notice or demand at the office of Lessor or at such other place as Lessor or its assignee may designate from time to time in writing). In the event any Rental Payment by Lessee hereunder is received by Lessor or its assignee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late fee, computed at the rate of up to ten per cent (10%) of such overdue amount, limited, however, to the maximum amount allowed by law. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 5 HEREOF, THE RENTAL PAYMENTS WILL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER. Lessor may terminate this Lease at any time prior to receipt of Lessee's Receipt Certificate hereunder if Lessor determines in its sole discretion that (i) any written representation made to it by Lessee proves to have been false or misleading in any material respect when made, (ii) subsequent to the making of any such representation there has occurred a material change such that any such representation as made is not true and correct, (iii) any event which would constitute a default under the Lease has occurred, or (iv) there has been a substantial and material change in Lessee's financial condition or operations which has a material adverse effect on Lessee's creditworthiness.

4. **DELIVERY; PAYMENT OF PROPERTY COST; COSTS.** The Property will be delivered to Lessee by the supplier thereof (the "Vendor") at Lessor's address above or such other location specified in Exhibit A (the "Property Location"). Lessee shall promptly pay all costs, charges, expenses and obligations of every kind and nature incurred by or



on behalf of Lessor regarding the importation, shipment, delivery, possession, use, lease, tax treatment, return, repossession, storage and transfer of any item of Property. Upon Lessor's receipt of the Receipt Certificate for the Property and any other documentation required by Lessor, Lessor will pay or cause to be paid the costs of such Property to the Vendor therefor. In addition, Lessee agrees to pay Lessor a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment withdrawal request that is returned to Lessor because of insufficient funds available in Lessee's account or a stop payment. If Lessor, in its discretion, pays any tax, fee, charge or other amount described in this paragraph, Lessee shall reimburse Lessor therefor on demand, together with Lessor's administrative and other costs of paying and invoicing such amounts and, if Lessee fails to pay Lessor any such amount within ten (10) days of such demand, Lessee shall pay interest thereon until paid at the rate of 18% per annum or the maximum rate allowable by law, whichever is less.

5. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.** This Lease shall not constitute an indebtedness of Lessee within the meaning of any constitutional or statutory limitation on the manner, form, or amount of indebtedness that may be incurred by Lessee. Lessee is a political subdivision or agency of the State of \_\_\_\_\_ with Lessee's fiscal year ending on \_\_\_\_\_ of each calendar year. If Lessee does not appropriate sufficient funds to continue making the Rental Payments required under this Lease at the end of Lessee's fiscal years subsequent to the one in which the Lease is executed, then this Lease shall be terminated effective upon expiration of the last fiscal year in which sufficient funds to pay Lessee's obligations under this Lease were appropriated by Lessee and Lessee shall not, in this sole event, be obligated to make any further payments due beyond such fiscal year. Lessee warrants that the necessary funds shall have been appropriated for all of the Rental Payments due during Lessee's current fiscal year. Lessee reasonably believes that funds can be obtained sufficient to make all Rental Payments during the Lease Term. The officer of Lessee responsible for budget preparation will do all things lawfully within his/her power to obtain, maintain and properly request and pursue funds from which the Rental Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using his/her bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. Lessee shall give Lessor immediate notice of Lessee's intent to terminate this Lease under this Section 5 with notice shall contain the termination date (which shall be the end of the last of Lessee's fiscal years for which appropriations for the Rental Payments were made) (the "Termination Date") and Lessee shall comply with the provisions of Section 5 of this Lease. In the event of an early termination of this Lease under this Section, all obligations of Lessee to make Rental Payments which would otherwise be due hereunder after the Termination Date shall cease.

6. **LESSOR DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, THE ABSENCE OF A CLAIM OF INFRINGEMENT OR THE LIKE WITH RESPECT TO, OR ANY OTHER MATTER CONCERNING, THE PROPERTY AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES OR ANY OTHER WARRANTIES IMPLIED BY LAW. LESSOR MAKES NO WARRANTIES WITH RESPECT TO ANY PATENT, COPYRIGHT, TRADE MARK, TRADE NAME OR TITLE RELATING TO THE PROPERTY OR LESSEE'S RIGHTS TO ANY SUCH INTELLECTUAL PROPERTY. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE PROPERTY OR BY ANY DEFECT THEREIN IN THE USE OR MAINTENANCE OF, OR SERVICING OR ADJUSTMENT TO, THE PROPERTY AND, AS TO LESSOR, LEASES THE PROPERTY AS-IS AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. LESSOR WILL NOT BE LIABLE FOR ANY LOSS OR INTERRUPTION OF OR DAMAGE TO LESSEE'S BUSINESS ON ACCOUNT OF ANY MECHANICAL FAILURE OR DELAY IN CONNECTION WITH THE FURNISHING OR USE OF THE PROPERTY. Lessee acknowledges that Lessor is not a dealer or manufacturer of Property of any kind and is not the seller of the Property, and that each unit of Property is of a type, size, design and capacity selected solely by Lessee. Lessee also acknowledges that Lessor supplies the Property without any obligation to install, test, erect, service or maintain the Property. If the Property is not properly installed, does not operate as represented or warranted by the manufacturer or seller thereof, or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the manufacturer or seller and no such occurrence shall relieve

Lessee of any of its obligations under this lease. The only warranty applicable to any Property is the manufacturer's warranty, if any (in the case of new Property) and Lessor makes no warranty to Lessee. Lessee acknowledges receipt of the manufacturer's warranty with respect to any new Property. So long as Lessee is not in default under this lease, Lessor assigns to Lessee any manufacturer's, seller's or other warranty, whether express or implied, on the Property and any claim that Lessor may have as owner of the Property against the manufacturer or supplier or any other person. All claims or actions on any warranty shall be made or prosecuted by Lessee, at its sole expense, and Lessor shall have no obligation whatsoever to make any claim on such warranty. Lessor is not liable for any modification, breach or rescission of any warranty or service agreement. Any agreement that Lessee may have with any third party, including any manufacturer or vendor, relating to services shall be separate and distinct from this lease and Lessor shall not have any obligations thereunder. Lessee acknowledges that this lease constitutes a "finance lease" under UCC Article 2A in all respects, and that Lessor's sole obligations to Lessee hereunder is not to interfere with Lessee's quiet enjoyment of the Property so long as Lessee is not in default hereunder. Subject to the foregoing sentence and to the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Property or repudiate this lease). Lessee agrees that Lessor assumes no liability and makes no representation as to the treatment by Lessee of this lease, the Property or the rent payments for financial statement or tax purposes.

7. **TITLE; SECURITY INTEREST.** During the Lease Term, the Property shall vest in Lessee, subject to Lessor's rights under Sections 5 and 22 of this Lease. To secure the payment of the Rental Payments and any and all liabilities, direct, indirect, absolute, contingent, due or to become due or existing or hereafter arising of Lessee to Lessor, Lessee grants to Lessor as the secured party a security interest in and to the Property described in Exhibit A, together with all additions, attachments, accessions, substitutions and proceeds with respect thereto and Lessor shall retain its security interest in the Property until the Lease Term shall expire. Lessee agrees that Lessor may file such financing statements or other instruments necessary to perfect such security interest under State law. Notwithstanding anything contained in the Lease to the contrary, Lessee and Lessor hereby agree and acknowledge that with respect to the Equipment covered by this Lease, Lessee's interest shall be that of owner and holder of legal title and Lessor's interest shall be that of a secured party with a first perfected security interest.

8. **PERSONAL PROPERTY.** The Property is and shall remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at its expense, furnish a landlord or mortgagee waiver in favor of the Property.

9. **USE; REPAIRS.** Lessee will use the Property in a careful manner for the use contemplated by the manufacturer of the Property and will comply with all laws, ordinances, insurance policies and regulations relating thereto, and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, will keep the Property in good repair and will furnish all parts, mechanisms and devices required therefor. If the Property is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.

10. **ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Property without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Property.

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

12. **LIENS AND TAXES.** Lessee shall keep the Property free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Property, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee shall, upon demand, reimburse Lessor as additional rent the amount of any such charges or taxes plus interest thereon at the rate of 18% per annum or the highest rate allowed by law, whichever is less, to the date of said reimbursement.

13. **RISK OF LOSS; DAMAGES; DESTRUCTION.** Lessee assumes all risk of loss of or damage to the Property from any cause whatsoever, and no such loss of or damage to the Property shall relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Property, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of the Property is lost, stolen, destroyed or damaged beyond repair Lessee, at its option, will either: (a) replace the same with like Property in good repair; or (b) on the next Rental Payment date pay Lessor; (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date; and (ii) an amount equal to the applicable Purchase Option Price set forth in Exhibit C. In the event that less than all the Property has been lost or destroyed, Lessor and Lessee shall substitute revised Exhibits A and C to this Lease by appropriate endorsement.

14. **INSURANCE.** Lessee shall obtain and maintain on with respect to the Property at its own expense (a) liability insurance insuring against liability for bodily injury and property damage with a minimum limit of \$1,000,000.00 combined single limit or such greater amount as may be required by any applicable state law specifying minimum insurance requirements, and (b) physical damage insurance insuring against loss or damage to the Property in an amount not less than the full replacement value of the Property, but in no event will the insurance limits be less than the amount of the then applicable Purchase Option Price as provided in Section 15 below. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee in at least the minimum amounts required herein naming Lessor as an additional insured thereunder for liability coverage and as loss payee for the property damage coverage. Each such policy shall be in standard form, including a maximum deductible, and with such insurers as may be satisfactory to Lessor, and shall contain a clause requiring the insurer to give to Lessor at least 30 days' prior written notice of any alteration in the terms of such policy or the cancellation thereof, and a clause specifying that no action or misrepresentation by Lessee shall validate such policy. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof. Lessee hereby appoints Lessor as its agent in fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts in connection with any such insurance policy. In the event Lessee fails to procure, maintain, pay for or provide Lessor with evidence of the insurance required by this lease, or to pay any fees, assessments, charges or taxes as required in this lease, Lessor shall have the right, but not be obligated, to obtain insurance covering Lessor's interest in the Property from an insurer of Lessor's choice, or pay said fees, assessments, charges and taxes, as the case may be. In the event Lessee fails to do so, Lessee shall reimburse Lessor upon demand for the cost thereof, together with interest until paid at the rate of 18% per annum or the maximum rate allowable by law, whichever is less, and failure to pay the same shall constitute an Event of Default under this lease. **NOTHING IN THIS LEASE WILL CREATE AN INSURANCE RELATIONSHIP OR INSURANCE COVERAGE BETWEEN LESSOR AND ANY OTHER PERSON.**

15. **PURCHASE OPTION.** On each Rental Payment due date, Lessee shall have an option to purchase the Property for an amount equal to the Rent Payment due on such date plus the Purchase Options Price set forth in each Exhibit C. Lessee's right hereunder shall be conditioned upon Lessee's having performed all terms and conditions hereof in a timely fashion and no Event of Default shall have occurred either during the term of the Lease nor at the time this option to purchase is sought to be exercised. At such time as Lessee shall have fully paid the total Rental Payments for the entire Lease Term and Lessee shall have fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, Lessee may at its option pay to Lessor the sum of ONE DOLLAR (\$1.00), whereupon title to the Property shall remain vested in Lessee and Lessor shall transfer any and all of its right, title and

interest in the Property to Lessee as is, where is, without warranty, express or implied, except Lessor will warrant to Lessee that the Property is free and clear of any liens created by Lessor. This option shall be exercised by written notice to Lessor given within the thirty (30) day period prior to the last day of the Lease Term.

16. **LESSEE CERTIFICATION.** Lessee warrants that it is a state, or a political subdivision thereof, within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and the related treasury regulations and rulings thereunder, or the District of Columbia, and that this lease has been duly authorized, approved, executed and delivered and is a valid and binding contract of Lessee, enforceable against Lessee in accordance with its terms, such that those amounts designated as interest in Exhibit C, will qualify for exclusion from gross income of Federal income taxes by Lessor, its assignees, and any participants with such, under Section 103 of the Code. Lessee further warrants that during the Lease Term, the Property will be used by Lessee only for the purpose of performing governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.

In the event that Lessee is not a state or political subdivision thereof within the meaning of Section 103 of the Code, or if for any reason the usage of the Property would cause any interest payment hereunder to lose its exemption from Federal taxation, or if Lessee fails to comply with the information reporting requirements of Section 149(e) of the Code or if Lessee fails to keep a record of all assignments of the Lease pursuant to Section 149(d) of the Code, then Lessee agrees to pay Lessor, its assignees, and any participants with such, an additional amount, which, together with the amount of interest to be paid by Lessee under this Lease, puts Lessor, its assignees, and any participants with such, in the same after-tax position they would have been had such payments been exempt from taxation under Section 103 of the Code.

17. **LESSEE NEGLIGENCE.** Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Property and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties and whether such property damage be to Lessee's property or the property of others which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

18. **ESSENTIAL USE.** If Lessee makes Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that: (a) the use of the Property is essential to Lessee's proper, efficient and economic functioning to the services that Lessee provides to its citizens, (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future, and (c) the Property will be used by Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.

19. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not assign, transfer, pledge, hypothecate or grant any security interest or otherwise dispose of this Lease or the Property or any interest in this Lease or the Property.

Lessor, without the consent of Lessee, may assign its right, title and interest in and to this Lease, the Property and any other documents executed with respect to this Lease, and/or grant or assign a security interest in this Lease and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Property shall be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such assignee and, where applicable, to whom further payments hereunder should be made. With the written consent of Lessee, which consent will not be unreasonably withheld,

Lessor may assign any interest in this Lease upon terms which provide that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Lease. Lessee agrees to acknowledge in writing any assignments if so requested. Lessee shall keep a written record of all assignments.

LESSEE AGREES THAT UPON NOTICE OF SUCH ASSIGNMENT IT SHALL PAY DIRECTLY TO LESSOR'S ASSIGNEE WITHOUT ABATEMENT, DEDUCTION OR SETOFF ALL AMOUNTS WHICH BECOME DUE HEREUNDER AND FURTHER AGREES THAT IT WILL NOT ASSERT AGAINST LESSOR'S ASSIGNEE ANY DEFENSE, CLAIM, COUNTERCLAIM OR SETOFF ON ACCOUNT OF ANY REASON WHATSOEVER WITH RESPECT TO ANY RENTAL PAYMENTS OR OTHER AMOUNTS DUE HEREUNDER.

**20. EVENTS OF DEFAULT.** The term "Event of Default", as used in this Lease means the occurrence of any one or more of the following events:

- (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the due date thereof;
- (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after receipt of written notice thereof from Lessor;
- (c) Any statement, representation, or warranty made by Lessee in this Lease or in any writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect;
- (d) Lessee becomes insolvent, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of a substantial part of its assets, or a petition for relief is filed by Lessee under Federal bankruptcy, insolvency or similar laws; or a petition in a proceeding under any bankruptcy, insolvency or similar laws is filed against Lessee and is not dismissed within thirty (30) days thereafter.

**21. REMEDIES.** Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies:

- (a) Lessor may declare all Rental Payments due in the current fiscal year of Lessee immediately due and payable, whereupon such Rental Payments shall be immediately due and payable.
- (b) By written notice to Lessee, Lessor (and Lessee agrees that it will), at Lessee's expense, promptly return the Property to Lessee in the manner set forth in Section 22 hereof, or Lessor, at its option, may enter upon the premises where the Property is located and take immediate possession of and remove the same;
- (c) Sell or lease the Property or sublease it for the account of Lessee, holding Lessee liable for all Rental Payments and other payments due to the end of the fiscal year then in effect; the proceeds of such sale or lease shall be applied to the following items in the following order: first, to the payment of all costs and expenses of Lessor arising from the Event of Default; second, to the payment of the applicable Purchase Option Price; and third, to the payment of any Rental Payments then due and owing thereunder and
- (d) Exercise any other right, remedy or privilege which may be available to it under applicable law including the right to (i) proceed by appropriate court action to enforce the terms of this Lease; (ii) recover damages for the breach of this Lease; and (iii) rescind this Lease as to any or all of the Property in accordance with applicable laws and procedures.

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

22. **TERMINATION PROCEDURE.** In the event Lessor is entitled under the provisions of this Lease, including any cancellation or termination hereof pursuant to Sections 5 and 21 hereof, to obtain possession of the Property, title to the Property shall immediately vest in Lessor and Lessee shall make the Property available to Lessor free of all liens and encumbrances in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted. Lessee agrees, at its expense, to advise Lessor of the location or locations where the Property may be found, permit Lessor access to the Property, voluntarily relinquish possession of the Property to Lessor, deliver the Property to a reasonable location specified by Lessor, and fully cooperate with Lessor in all respects in the removal of and redelivery of the Property to Lessor. Lessee agrees to execute and deliver to Lessor all documents reasonably necessary to transfer legal and beneficial title to the Property to Lessor and to evidence the cancellation or termination of Lessee's interest in the Property.

23. **LAW GOVERNING AND CONSTRUCTION.** This lease shall in all respects be governed by, and construed in accordance with, the laws of the State of Minnesota without giving effect to conflict of laws provisions; provided that any interest and finance charges hereunder shall be governed by federal law and, to the extent applicable, the substantive laws of the State of Minnesota. Lessee hereby consents to jurisdiction and venue of the federal or state courts sitting in the State of Minnesota for purposes of resolving all disputes of any nature whatsoever regarding the lease, or any transaction contemplated hereby, and Lessee hereby waives objection which it may now or hereafter have to the laying of jurisdiction or venue in the federal or state courts of Minnesota. Lessor and Lessee agree that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served personally, by certified mail to it at its address designated pursuant to the lease, or as otherwise provided under the respective rules of the state or federal courts of Minnesota. Any provision of this lease which may be prohibited or unenforceable in any jurisdiction shall not, as to such jurisdiction, invalidate the remaining provisions hereof and shall not invalidate or render unenforceable such provision in any other jurisdiction. Lessee agrees that, at Lessor's sole election and determination, Lessor may select an alternative forum, including arbitration or mediation, to adjudicate any dispute arising out of this lease. THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE, INCLUDING ANY LITIGATION REGARDING THE ENFORCEMENT OF THIS LEASE OR ANY RELATED AGREEMENTS.

24. **NOTICES AND OTHERS.** Any written notice hereunder to Lessee or Lessor shall be deemed to have been given when delivered personally or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or at such other address as may be substituted therefor by notice given pursuant to the terms hereof. There shall be only one original counterpart of this lease and it shall bear the original signature of Lessor and be marked "Original" to the extent that this lease constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this lease can be done only by the transfer of such original bearing the original signature of Lessor. Lessor, in its sole discretion, may permit Lessee to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this lease, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith. By so copying and/or delivering any such document, Lessee hereby represents and agrees (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including Lessee's signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b).

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



26. **DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Lease, as are reasonably necessary with respect to the transaction contemplated by this Lease.

27. **ENTIRE AGREEMENT; WAIVER.** This Lease, together with the exhibits attached hereto constitutes the entire agreement between the parties with respect to the lease of the Property. This Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof, shall not operate as a waiver of any subsequent breach hereof.

28. **APPOINTMENT.** In compliance with Section 149(a) of the Internal Revenue Code of 1986, as amended, Lessee hereby designates Lessor to be its agent for the purposes of maintaining a book entry system identifying the ownership or interest in and to this Lease and Lessor hereby accept its duties as agent hereunder.

Lessor: TCF Equipment Finance, Inc.

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

Operations T.C.

Lessee: \_\_\_\_\_

SAMPLE

## OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee:

Lessor: TCF Equipment Finance, Inc.  
11100 Wayzata Boulevard, Suite 801  
Minnetonka, MN 55305

Re: Lease-Purchase Agreement No. \_\_\_\_\_, dated \_\_\_\_\_, by and between  
\_\_\_\_\_ and TCF Equipment Finance, Inc.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease-Purchase Agreement described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of \_\_\_\_\_ (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is \_\_\_\_\_.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 5 of the Lease.
6. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.



7. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

8. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by TCF Equipment Finance, Inc. and its successors and assigns.

Very truly yours,

**EXHIBIT A**  
**TO LEASE-PURCHASE AGREEMENT NO. \_\_\_\_\_**  
**DATED AS OF January 31, 2011**

**PROPERTY DESCRIPTION**

Description (including features)	Location
See Exhibit A attached hereto and made a part hereof.	
<b>Total Cost \$</b>	

Lessee:

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

**EXHIBIT B**  
**TO LEASE-PURCHASE AGREEMENT NO. \_\_\_\_\_**  
**DATED AS OF \_\_\_\_\_**

**RECEIPT CERTIFICATE**

The undersigned Lessee under that certain Lease-Purchase Agreement No. \_\_\_\_\_, dated as of \_\_\_\_\_, negotiated for the purpose of acquiring Property with TCF Equipment Finance, Inc., as Lessor, hereby acknowledges receipt in good condition of all of the Property described in Exhibit A to said Lease-Purchase Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and hereby certifies that the Property is satisfactory and in accordance with specifications.

Lessee authorizes Lessor to fill in the First Payment Date on Exhibit C based on the date that Lessor disburses funds to the Vendor.

Lessee: \_\_\_\_\_

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

**EXHIBIT E**  
**INSURANCE COVERAGE DISCLOSURE**  
**TO LEASE-PURCHASE AGREEMENT NO. \_\_\_\_\_**  
**DATED AS OF \_\_\_\_\_**

**RE: INSURANCE COVERAGE REQUIREMENTS**

1. In accordance with the Lease-Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Insurance Company Liability:	Agent Name:	Business Phone # Fax Phone #
Insurance Company Property:	Agent Name:	Business Phone # Fax Phone #

to issue: (check to indicate coverage)

☒ a. All Risk Physical Damage Insurance on Leased Property evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming TCF Equipment Finance, Inc. and/or its assigns as Loss Payee.

Coverage Required: Termination Value Specified.

☒ b. Public Liability Insurance evidenced by a Certificate of Insurance naming TCF Equipment Finance, Inc. and/or its assigns as an Additional Insured.

Coverage Required:

\$1,000,000 per person  
 \$1,000,000 aggregate bodily injury liability  
 \$1,000,000 property damage liability.

Proof of insurance coverage will be provided to TCF Equipment Finance, Inc., 11100 Wayzata Boulevard, Suite 801, Minnetonka, Minnesota 55305, prior to the time that the property is delivered to Lessee (please fax a copy of the Certificate of Insurance and binder to Lynn Gleason at (866) 465-3149.)

Lessee:

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

**RESOLUTION**  
**LEASE-PURCHASE NO. \_\_\_\_\_**  
**DATED AS OF \_\_\_\_\_**

A resolution authorizing the negotiation, execution, and delivery of Lease-Purchase Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ (the "Lease"), in the principal amount of \$ \_\_\_\_\_, between \_\_\_\_\_ and TCF Equipment Finance, Inc., 11100 Wayzata Blvd Suite #801 Minnetonka, Minnesota 55305; providing XX Monthly lease payments of \$ \_\_\_\_\_ each from legally available funds; and prescribing other details in connection therewith.

**WHEREAS**, \_\_\_\_\_ (the "Lessee") is a Corporation \_\_\_\_\_ and duly organized and existing pursuant to the Constitution and laws of the State of \_\_\_\_\_ and

**WHEREAS**, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

**WHEREAS**, Lessee hereby finds and determines that the execution of a lease for the purpose of leasing with the option to purchase the property designated and set forth in Exhibit A of the Lease is appropriate and necessary to the function and operations of the Lessee; and

**WHEREAS**, TCF Equipment Finance, Inc., Minnetonka, Minnesota (the "Lessor"), duly organized, existing, and in good standing under the laws of the State of Minnesota, shall be Lessor under said Lease; and

**WHEREAS**, the Lease shall not constitute a general obligation or indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

**NOW, THEREFORE, BE IT RESOLVED BY THE \_\_\_\_\_ OF LESSEE:**

Section 1. The \_\_\_\_\_ or \_\_\_\_\_ acting on behalf of Lessee, are hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before \_\_\_\_\_, which Lease is available for public inspection at the offices of Lessee.

Section 2. The Lease shall be in the principal amount of \$ \_\_\_\_\_ bearing interest as set forth in Exhibit C of the Lease. The Lease to contain an option to purchase by the Lessee as therein set forth.

Section 3. The Lessee's obligation under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligation under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of \_\_\_\_\_.

Section 4. All other contracts and agreements necessary and incidental to the Lease are hereby authorized.

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

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

ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Lessee:

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

**SAMPLE**

CERTIFICATE  
AS TO  
BANK QUALIFICATION

I, \_\_\_\_\_, do hereby certify that I am the duly elected or appointed and acting  
\_\_\_\_\_ of \_\_\_\_\_ (Lessee), and that with respect to the Lease-Purchase  
Agreement No. \_\_\_\_\_ dated as of \_\_\_\_\_ (the Lease) by and between Lessee and TCF  
Equipment Finance, Inc.:

1. Lessee hereby designates the Lease as a "qualified tax-exempt obligation" for purposes and within  
the meaning of Section 265(b) of the Internal Revenue Code of 1986, as amended (the Code), and Treasury  
regulations promulgated thereunder.

2. The reasonably anticipated amount of tax-exempt obligations (other than obligations listed in  
Section 265(b)(3)(C)(ii) of the Code) which will be issued by Lessee during the current calendar year does not  
exceed \$10,000,000.

3. In no event will Lessee designate more than \$10,000,000 of obligations as "qualified tax-exempt  
obligations" during the current calendar year.

Dated: \_\_\_\_\_

Lessee:

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

Certificate to be used only for bank qualified transactions  
when the resolution does not make a bank qualified designation)

**CERTIFICATE OF INCUMBENCY**  
**LEASE-PURCHASE AGREEMENT NO. \_\_\_\_\_**  
**DATED AS OF \_\_\_\_\_**

I, \_\_\_\_\_, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of \_\_\_\_\_ (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Colorado, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_

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

NOTE: The Clerk or Secretary to the Board should sign this as that person is also the signor of the documents in which case the Board President or some other Officer of the District must execute this document.



## LESSEE'S FACT SHEET

Please fill in ALL of the following questions and return this form with the lease documents:

1. Name of Lessee:
2. Property location address:
3. County Property is located in:
4. COMPLETE BILLING ADDRESS:
5. Send bills to the ATTENTION of:
6. Most convenient billing date(s):
7. Name of person who issues payment:
8. Phone number of person in number 7:
9. Has ALL property been delivered and in proper working order: (yes or no)
10. Tax ID number:
11. Fiscal year end:

July 23, 2013

Mr Rusty McGahee.  
E-Z-GO Division of Textron Inc.  
1451 Marvin Griffin Rd  
Augusta, GA 30906

Sent this day via email to:  
rncgahee@textron.com

RE: City of Tucson RFP #130795 -- Golf, Utility and Hospitality Carts  
Request for Interview on August 1, 2013

Dear Mr. McGahee:

The City of Tucson is in receipt of your proposal submitted in response to Request for Proposal No. 130795 for Golf, Utility and Hospitality Carts. The City would like to invite E-Z-GO to an interview on August 1, 2013. If in-person is not feasible, the City is amenable to a telephonic interview. Timeslots that are good for the City's evaluation committee are 11:30 to 1; 1:00 to 2:30; or 2:30 to 4:00.

Please be prepared to discuss the items listed on the following agenda. You will have 1.5 hours to discuss your firm's proposal response and respond to questions from the Evaluation Committee. Please limit the information to that which is directly related to your proposal. After completing your interview, you will be given an opportunity to submit a revised offer which will be due one week later (Thursday, August 8, 2013).

In order to ensure a productive conversation, the attendance of an individual with executive-level responsibilities for sales and business development is requested.

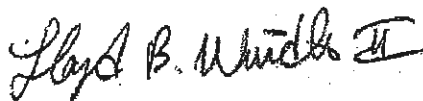
The evaluation committee requests you submit written responses to the agenda items prior to your interview. Please email your written response to [Lloyd.windle@tucsonaz.gov](mailto:Lloyd.windle@tucsonaz.gov).

The interview will include, but not be limited to, the following:

1. Explain the relationship with Cushman and Bad Boy Buggies. How will each be incorporated into the contract.
2. EXCEPTIONS: The City has not accepted or rejected the exceptions as proposed by E-Z-GO unless specifically identified below. The City is reviewing the list of exceptions proposed by E-Z-GO and does not have a response at this time. Time permitting, we will address some/all of these at the interview. If E-Z-GO advances in the evaluation, these can also be addressed during negotiations.
3. Page 4; 6. Pricing: The City does not accept the proposed language as written. The Requests that the following language be retracted, "and related fuel surcharges". The City does not accept any fuel surcharges in contracts.
4. Discuss E-Z-GO's national program response. Include:
  - a. discussion of any current cooperative agreements E-Z-GO is party to;
  - b. provide a list of any state contracts E-Z-GO holds;
  - c. how E-Z-GO's proposal to the City differ from other contracts held by E-Z-GO; and
  - d. describe how an award by the City of Tucson and offered through National IPA will be positioned in the marketplace in relation to other E-Z-GO contracts.

Please reply quickly to this letter via email to [Lloyd.windle@tucsonaz.gov](mailto:Lloyd.windle@tucsonaz.gov) with cc: to [laura.jestings@tucsonaz.gov](mailto:laura.jestings@tucsonaz.gov). If you should have any questions, please contact Laura Jestings at (520) 837-4135.

Sincerely,



Lloyd B. Windle II C.P.M. CPPB  
Principal Contract Officer

# CITY OF TUCSON

## REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 130795

PROPOSAL DUE DATE: MAY 22, 2013 AT 4:00 P.M. LOCAL AZ TIME

PROPOSAL SUBMITTAL LOCATION: Department of Procurement  
255 W. Alameda, 6<sup>th</sup> Floor, Tucson, AZ 85701

MATERIAL OR SERVICE: GOLF, UTILITY AND HOSPITALITY CARTS

PRE-PROPOSAL CONFERENCE DATE: MAY 7, 2013  
TIME: 10:00 A.M., LOCAL AZ TIME  
LOCATION: CITY HALL, PROCUREMENT CONFERENCE ROOM  
255 W. ALAMEDA, 6<sup>TH</sup> FLOOR, TUCSON, AZ 85701

CONTRACT OFFICER: LLOYD B. WINDLE II, C.P.M.  
TELEPHONE NUMBER: (520) 837-4105  
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A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit [www.tucsonprocurement.com](http://www.tucsonprocurement.com), click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6<sup>th</sup> Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

### \*\*\*ALERT\*\*\*

Effective April 9, 2012, the Tucson Modern Streetcar project will begin the downtown streetcar construction and downtown streets will be affected until further notice. Please plan your route accordingly. For further information, please visit the Tucson Modern Streetcar website at <http://www.tucsonstreetcar.com/> or call 520-624-5656.

LBW/swb

PUBLISH DATE: APRIL 11, 2013

## INTRODUCTION/BACKGROUND

The City of Tucson is requesting proposals from qualified and experienced firms to provide quality **GOLF, TURF AND HOSPITALITY CARTS**. The City of Tucson has over 110 public parks and 5 public golf courses located throughout the City. Tucson City parks come in all shapes and sizes ranging from small neighborhood parks to large district parks. Tucson City golf courses are all 18-hole courses that cover approximately 550 acres.

## NATIONAL CONTRACT REQUIREMENTS

The City of Tucson, as the Principal Procurement Agency, as defined in Attachment I, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment I contains additional information on National IPA and the cooperative purchasing agreement.

With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment I).

The City of Tucson anticipates spending approximately \$500,000 over the full potential Master Agreement term for Golf, Turf and Hospitality Carts. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Golf, Turf and Hospitality Carts purchased under the Master Agreement through National IPA is approximately \$10 million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

## SCOPE OF WORK

### GENERAL REQUIREMENTS

1. **QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:
  - a. Be an authorized distributor or manufacturer.
  - b. Have a strong national presence in the golf and utility vehicle equipment industry.
  - c. Have a distribution model capable of delivering products nationwide.
  - d. Have a demonstrated sales presence.
  - e. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
  - f. Be able to provide the full range of equipment and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.
2. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
3. **CATALOGS:** Contractor shall provide, at no cost, copies of catalogs and/or price lists to using agencies.

### PRODUCT REQUIREMENTS:

1. **PRODUCTS:** The Products to be included in this solicitation are as follows:
  - a. **Golf Vehicles** - A complete and comprehensive line of new and used quality made Golf Vehicles designed to perform in a golf course, parks and recreation and maintenance environments.
  - b. **Utility Vehicles** - A complete and comprehensive line of new and used quality made Utility Vehicles designed to perform in a golf course, parks and recreation and maintenance environments.
  - c. **Low Speed Vehicles** - A complete and comprehensive line of new and used vehicles that meet street legal requirements.
  - d. **Related Equipment Parts** - A complete and comprehensive line of Original Equipment Manufacturer (OEM) Repair and Maintenance Parts.
  - e. **Balance of Line** - A complete and comprehensive line of related products provided by the offeror that compliment equipment available under the contract. This could include GPS or navigational products that work with the equipment.
  - e. **Services** - A complete range of services such as, but not limited to, warranty service, on-site training, instruction, technical services and repair services.
2. **EQUIPMENT STANDARDS AND GUIDELINES:** All vehicles must comply with appropriate and applicable ASAE (American Society of Agricultural Engineers - [www.asae.org](http://www.asae.org)), SAE (Society of Automotive Engineers - [www.sae.org](http://www.sae.org)), OSHA (Occupational Safety and Health Administration - [www.osha.org](http://www.osha.org)) standards and ANSI (American National Standards Institute - [www.ansi.org](http://www.ansi.org)) standards.

3. **CURRENT PRODUCTS:** All products being offered as "new" in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
4. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor pursuant to the terms of the Contractor's applicable limited warranty statement. To the extent the repairs are covered by such warranty statements.  
The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within 3-4 ((delete seven (7) days)) weeks of initial notification.
5. **EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
6. **PRICING:** Contractors are to provide a discount from a verifiable price index or provide a reduced net pricing schedule. Prices/discounts shall remain firm for a one year period (delete 12 month) and will include all charges that may be incurred in fulfilling requirement(s) for a one year (delete 12 month) period following contract award including a separate line item for transportation expenses and related fuel surcharges. Pricing shall be determined by applying Contractor discounts to the prices listed on their manufacturer's price lists or retail price sheets or by utilizing the reduced net pricing schedule.

For price comparison purposes, a sample list of equipment will be used to determine the actual net price that the City or participating agencies will pay (see section entitled "Sample Equipment Specifications"). Contractors will be required to submit pricing for the sample equipment by applying the discounts offered and indicating pricing on the Price Pages. The Evaluation Committee must be able to verify each contractor's price by applying the discount offered.

#### SERVICE REQUIREMENTS:

1. **SALES PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period.
2. **PARTS AND SERVICE:** The Contractor will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor must supply requested parts within 3-4 weeks (delete 24 hours) of notification. Any required parts not in stock (delete must) may be ordered day delivery and any costs for next day delivery shall be borne by the (delete contractor) City. In the event of a delay in receiving parts, the contractor must provide written documentation from the manufacturer or parts supplier as to the reason of the delay and an estimated time of when parts will be shipped. Facilities are subject to inspection by the City to determine adequacy.

Contractor (delete shall) will provide warranty service within (delete 24 hours) in a timely manner of notification request. (delete Repairs (or delays in obtaining required parts) that will take longer than 48 hours will require the contractor to provide, deliver and retrieve a "loaner" vehicle until the City's vehicle is restored to service. The "loaner" vehicle must be of similar quality and size to the car being repaired and free of charge).

**3. TRAINING:** The Contractor shall provide training for City of Tucson operators and service technicians at no cost to the City. The Contractor will provide the following training to City of Tucson personnel:

- Vehicle/equipment operators will be trained in the operation of all machine functions, including operator preventive maintenance.

- Technicians will be trained in all operator functions, and in-depth preventive maintenance, troubleshooting and repair for all machine systems and components.  
The trainer shall be factory-trained and thoroughly knowledgeable in subjects to be taught.

4. **DELIVERY:** For City of Tucson purchases, equipment shall be delivered to various City of Tucson locations. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Arizona Standard Time. The Contractor shall be required to give the Parks and Recreation Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

The following documents are due upon delivery to the City or participating agency:

- a. M.S.O. (Manufacturer Statement of Origin)
- b. Warranty documents
- c. Manual's as described in Section 7 – Manuals.

5. **MANUALS:** For each order, the successful vendor shall furnish the following manuals during delivery of vehicles in the following quantity and formats.

- a. Operator's Manual, one (1) hard copy per unit
- b. Parts Manual, ~~((delete two (2))~~ one (1) hard copy per vehicle model
- c. Service and Repair Manual, ~~((delete two (2))~~ one (1) hard copy per vehicle model
- d. Overhaul Manual, two (2) hard copy per vehicle model
- e. Cross reference guide from manufacturers part numbers to their suppliers part numbers, one (1) hard copy per vehicle model per order
- f. One (1) electronic copy of each manual on CD or USB flash drive

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

The City of Tucson and Participating Agencies shall have the right to reproduce any material for educational purposes.

6. **VEHICLE INSPECTION:** The City will assist the Contractor in arranging for inspection. Each vehicle delivered shall be subject to a complete inspection by the City's Parks and Recreation Department prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.

The Contractor will be required, with each vehicle or group of vehicles delivered on the same purchase order number, to supply a delivery ticket specifying the purchase order number of each vehicle. Where there is more than one item on a purchase order, the bid item number shall also be indicated.



## SAMPLE VEHICLE SPECIFICATIONS

Instructions for completing the sample vehicle specification worksheets. Indicate if the vehicle offered meets the specifications by circling either "Y" for yes or "N" for no in the column labeled "COMPLY". If the vehicle offered does not comply with a specification, provide a brief description of the exception in the column labeled "EXCEPTIONS".

ITEM #1 - ELECTRIC POWERED GOLF CART		
	COMPLY	EXCEPTIONS
<b>MOTOR</b>		
36 Volt DC or 48 Volt DC (circle one)	Y or N	
Output >= 2.5 HP for 1 Hour	Y or N	
<b>MOTOR/SPEED CONTROL UNIT</b>		
Programmable Speed Control	Y or N	
Solid State Microprocessor	Y or N	
Diagnostic LED and Calibrator Interface	Y or N	
Solid State Electronic Ignition	Y or N	
<b>BATTERIES</b>		
Manufacturer and Model Number		
Type (AGM, Deep Cycle, Gel, etc.)		
Quantity		
Voltage		
Amp Hours		
20 Hour Amp Hour Rating		
Life Expectancy based upon 6 hours of average daily cart use		
<b>CHARGER</b>		
UL Listed	Y or N	
Hours to recharge to full assuming batteries at 10%.		
Hours to recharge to full assuming batteries at 20%.		
Hours to recharge to full assuming batteries at 50%.		
Life Expectancy of Charger		
<b>DRIVE SYSTEM</b>		
Direct Coupled Transaxle	Y or N	
Helical Gears	Y or N	
<b>FRAME</b>		
Rectangular or Tubular Steel Frame	Y or N	
Rust Proof, Non-corrosive	Y or N	
2" Rear Tow Hitch	Y or N	
2" Front Receiver Hitch	Y or N	
<b>BODY</b>		
Steel or Thermoplastic Construction	Y or N	
Scuff Plates - Rear Fenders, Cowl	Y or N	

## ITEM #1 - ELECTRIC POWERED GOLF CART (CONTINUED)

Body Protection Wrap Around	Y or N
Front and Rear Bumpers	Y or N
Center Console - Tee and Ball Holder with at least 2 drink holders	Y or N
Color = White	Y or N

### INSTRUMENTATION

Battery Discharge Indicator	Y or N
Horn	Y or N
Reverse Warning Alarm	Y or N
Dual Head, Tail and Brake Lights	Y or N
Turn Signals	Y or N
Emergency Flashers	Y or N
Reflectors	Y or N

### SEATING

Two Occupants	Y or N
Foam cushions with heavy duty vinyl covers on bench and seat backs.	Y or N

### STEERING

Automotive Type	Y or N
Rack and Pinion or Worm Gear and Pitman System	Y or N
Dual Handgrips	Y or N
Pencil and score sheet holder	Y or N

### SUSPENSION

Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)	Y or N
Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)	Y or N

### BRAKES

Rear - Disc or Auto Adjusting Mechanical Drum (circle one)	Y or N
Foot Parking Brake with Automatic Release	Y or N
Non asbestos lined pads	Y or N
Life Expectancy based upon 6 hours of average daily cart use	
Semi-metallic pads with limited or lifetime warranty	Y or N
Metallic pads with limited or lifetime warranty	Y or N

### TIRES & WHEELS

Steel Rims	Y or N
Hubcaps	Y or N
18" x 8.5" x 10" or 8"	Y or N
4-Ply	Y or N

### CANOPY

Constructed of high impact, weather and fade resistant, non-breakable materials	Y or N
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## ITEM #1 - ELECTRIC POWERED GOLF CART (CONTINUED)

<b>GOLF ACCESSORIES</b>		
Sweater Basket		Y or N
Rack for two (2) golf bags constructed of steel or compressed molded plastic		Y or N
<b>DIMENSIONS/SPECIFICATIONS</b>		
Length	91.00" - 95.00"	Y or N
Width	44.00" - 48.00"	Y or N
Weight without batteries	500 - 680 lbs	Y or N
Wheel Base	63.00" - 68.00"	Y or N
<b>PERFORMANCE</b>		
Forward Speed = 19 mph maximum		Y or N
Reverse Speed of <= 5 mph		Y or N
Range up to 40 miles		Y or N
<b>PARTS AND SERVICE</b>		
Factory authorized service center		Y or N
OEM parts delivery within 24 hours		Y or N
<b>WARRANTY</b>		
3 Year Standard Warranty		Y or N

## ITEM #2 - GASOLINE POWERED GOLF CART

	COMPLY	EXCEPTIONS
<b>POWER TRAIN</b>		
Type = Gas Powered, Air Cooled	Y or N	
Horsepower >= 11	Y or N	
Air Intake = Cartridge Type Paper Filter with Remote Located Air Intake	Y or N	
Ignition = Electronic	Y or N	
Transaxle with Helical Gears and Integral Differential	Y or N	
Overdrive	Y or N	
Variable Automatic Torque Sensing	Y or N	
<b>BATTERIES</b>		
Manufacturer and Model Number		
Type (AGM, Deep Cycle, Gel, etc.)		
Quantity		
Voltage		
Amp Hours		
20 Hour Amp Hour Rating		
Life Expectancy based upon 6 Hours of average daily cart use		
<b>FRAME</b>		
Rectangular or Tubular Steel Frame	Y or N	

**ITEM #2 - GASOLINE POWERED GOLF CART (CONTINUED)**

Rust Proof, Non-corrosive

Y or N

2" Rear Tow Hitch

Y or N

2" Front Receiver Hitch

Y or N

**BODY**

Steel or Thermoplastic Construction

Y or N

Scuff Plates - Rear Fenders, Cowl

Y or N

Body Protection Wrap Around

Y or N

Front and Rear Bumpers

Y or N

Center Console - Tee and Ball Holder with at least 2 drink holders

Y or N

Color = White

Y or N

**INSTRUMENTATION**

Fuel gauge

Y or N

Horn

Y or N

Reverse Warning Alarm

Y or N

Dual Head, Tail and Brake Lights

Y or N

Turn Signals

Y or N

Emergency Flashers

Y or N

Reflectors

Y or N

**SEATING**

Two Occupants

Y or N

Foam cushions with heavy duty vinyl covers on bench and seat backs.

Y or N

**STEERING**

Automotive Type

Y or N

Rack and Pinion or Worm Gear and Pitman System

Y or N

Dual Handgrips

Y or N

Pencil and score sheet holder

Y or N

**SUSPENSION**

Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)

Y or N

Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)

Y or N

**BRAKES**

Rear - Disc or Auto Adjusting Mechanical Drum (circle one)

Y or N

Foot Parking Brake with Automatic Release

Y or N

Non asbestos lined pads

Y or N

Life Expectancy based upon 6 hours of average daily cart use

Y or N

Semi-metallic pads with limited or lifetime warranty

Y or N

Metallic pads with limited or lifetime warranty

**TIRES & WHEELS**

Steel Rims

Y or N

Hubcaps

Y or N

## ITEM #2 - GASOLINE POWERED GOLF CART (CONTINUED)

18" x 8.5" x 10" or 8"	Y or N	
4-Ply	Y or N	
<b>CANOPY</b> Constructed of high impact, weather and fade resistant, non-breakable materials	Y or N	
<b>GOLF ACCESSORIES</b> Sweater Basket Rack for two (2) golf bags constructed of steel or compressed molded plastic	Y or N Y or N	
<b>DIMENSIONS/SPECIFICATIONS</b> Length 91.00" - 95.00" Width 44.00" - 48.00" Weight without batteries 500 - 680 lbs Wheel Base 63.00" - 68.00" Fuel tank capacity 6 gallons Oil capacity 1 US Quart	Y or N Y or N Y or N Y or N Y or N Y or N	
<b>PERFORMANCE</b> Forward Speed = 19 mph maximum Reverse Speed of <=10 mph Range up to 75 miles	Y or N Y or N Y or N	
<b>PARTS AND SERVICE</b> Factory authorized service center OEM parts delivery within 24 hours	Y or N Y or N	
<b>WARRANTY</b> 4 Year Standard Warranty	Y or N	

## ITEM #3 - GASOLINE POWERED TRANSPORTATION CART

	COMPLY	EXCEPTIONS
<b>POWER TRAIN</b> Type = Gas Powered, Air Cooled Horsepower >= 11 Air Intake = Cartridge Type Paper Filter with Remote Located Air Intake Ignition = Electronic Transaxle with Helical Gears and Integral Differential Overdrive Variable Automatic Torque Sensing	Y or N Y or N Y or N Y or N Y or N Y or N Y or N	
<b>BATTERIES</b> Manufacturer and Model Number Type (AGM, Deep Cycle, Gel, etc.)		

### ITEM #3 - GASOLINE POWERED TRANSPORTATION CART (CONTINUED)

Quantity	
Voltage	
Amp Hours	
20 Hour Amp Hour Rating	
Life Expectancy based upon 6 Hours of average daily cart use	
<b>FRAME</b>	
Rectangular or Tubular Steel Frame	Y or N
Rust Proof Non-corrosive	Y or N
2" Rear Tow Hitch	Y or N
2" Front Receiver Hitch	Y or N
<b>BODY</b>	
Steel or Thermoplastic Construction	Y or N
Scuff Plates - Rear Fenders, Cowl	Y or N
Body Protection Wrap Around	Y or N
Front and Rear Bumpers	Y or N
Center Console - Tee and Ball Holder with at least 2 drink holders	Y or N
<b>INSTRUMENTATION</b>	
Fuel gauge	Y or N
Horn	Y or N
Reverse Warning Alarm	Y or N
Dual Head, Tail and Brake Lights	Y or N
Turn Signals	Y or N
Emergency Flashers	Y or N
Reflectors	Y or N
<b>SEATING</b>	
Four Occupants	Y or N
Foam cushions with heavy duty vinyl covers on bench and seat backs.	Y or N
<b>STEERING</b>	
Automotive Type	Y or N
Rack and Pinion or Worm Gear and Pitman System	Y or N
Dual Handgrips	Y or N
Pencil and Score Sheet Holder	Y or N
<b>SUSPENSION</b>	
Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)	Y or N
Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one)	Y or N
<b>BRAKES</b>	
Rear - Disc or Auto Adjusting Mechanical Drum (circle one)	Y or N
Foot Parking Brake with Automatic Release	Y or N
Non Asbestos Lined Pads	Y or N

### ITEM #3 - GASOLINE POWERED TRANSPORTATION CART (CONTINUED)

Life Expectancy based upon 6 hours of average daily cart use		
Semi-metallic pads with limited or lifetime warranty		Y or N
Metallic pads with limited or lifetime warranty		Y or N
<b>TIRES &amp; WHEELS</b>		
Steel Rims		Y or N
Hubcaps		Y or N
18" x 8.5" x 10" or 8"		Y or N
4-Ply		Y or N
<b>CANOPY</b>		
Constructed of high impact, weather and fade resistant, non-breakable materials		Y or N
<b>DIMENSIONS/SPECIFICATIONS</b>		
Length	91.00" - 95.00"	Y or N
Width	44.00" - 48.00"	Y or N
Weight without batteries	500 - 680 lbs	Y or N
Wheel Base	63.00" - 68.00"	Y or N
Fuel tank capacity	6 gallons	Y or N
Oil capacity	1 US Quart	Y or N
<b>PERFORMANCE</b>		
Maximum Forward Speed = 19 mph		Y or N
Reverse Speed of <= 10 mph		Y or N
Range up to 75 miles		Y or N
<b>PARTS AND SERVICE</b>		
Factory authorized service center		Y or N
OEM parts delivery within 24 hours		Y or N
<b>WARRANTY</b>		
4 Year Standard Warranty		Y or N

### ITEM #4 - GASOLINE POWERED LIGHT DUTY UTILITY CART

	COMPLY	EXCEPTIONS
<b>ENGINE</b>		
Type = Gas powered, air cooled	Y or N	
Lubrication = Pressurized oil with spin type filter system or splash style	Y or N	
Power >= 9.0 HP	Y or N	
Size >= 288 cc	Y or N	
Air Intake = Cartridge type paper filter with remote located air intake	Y or N	
<b>DRIVE SYSTEM</b>		
Driveline = Unitized transaxle		

## ITEM #4 - GASOLINE POWERED LIGHT DUTY UTILITY CART (CONTINUED)

Transmission = CVT Continuously variable transmission	Y or N
Differential = full with manually activated lock which can be engaged or disengaged while in motion	Y or N
Differential protective guard	Y or N
Gear selection = Forward, neutral and reverse selected by operator	Y or N
4 x 2	Y or N

### SUSPENSION

Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers	Y or N
Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers	Y or N

### BRAKES

Front - Disc or Auto Adjusting Mechanical Drum	Y or N
Rear - Disc or Auto Adjusting Mechanical Drum	Y or N
Parking Brake - Rear Mechanical Foot Operated	Y or N
Non asbestos lined pads	Y or N
Semi-metallic pads with limited or lifetime warranty	Y or N
Metallic pads with limited or lifetime warranty	Y or N
Life Expectancy based upon 8 hours of average daily cart use	

### FRAME

Twin I-beam structure independent of body	Y or N
Rust proof, non-corrosive	Y or N
Front and rear receiver hitch- 2"	Y or N

### SEATING

Two Occupants	Y or N
Foam cushions with heavy duty vinyl covers on bench and seat backs or bucket seats	Y or N

### BODY

Front and Rear Bumpers	Y or N
Front brush guard	Y or N
Dash Mounted Instrumentation -	Y or N
Fuel gauge	Y or N
Hour Meter	Y or N
Low engine oil warning light	Y or N
Dual Head, Tail and Brake Lights	Y or N

### STEERING

Automotive Type	Y or N
Rack and Pinion or Worm Gear and Pitman System	Y or N

### TIRES & WHEELS

20 x 10-8, 4 ply	Y or N
All terrain tread	Y or N
steel rims	Y or N



### ITEM #4 - GASOLINE POWERED LIGHT DUTY UTILITY CART (CONTINUED)

#### DIMENSIONS/SPECIFICATIONS/CAPACITIES

Length	98"	Y or N
Width	48"	Y or N
Wheel Base	64"	Y or N
Fuel Capacity	6 gal	Y or N
Oil Capacity	1 quart	Y or N
Cargo Box	500 lbs	Y or N
Vehicle Rated	800 lbs	Y or N
Cargo Box Size	25" x 41" x 7"	Y or N
Cargo Box Capacity	13.8 cu. ft.	Y or N
Ground Clearance under differential	4.6"	Y or N
Turning Diameter	24.1 ft	Y or N
Turning Radius	11.8 ft	Y or N
Bed load height	31"	Y or N

#### PERFORMANCE

Forward Speed Maximum of 15 mph	Y or N
Reverse Speed of 10 mph	Y or N

#### PARTS AND SERVICE

Factory authorized service center	Y or N
OEM parts delivery within 24 hours	Y or N

#### WARRANTY

2 Year Standard Warranty	Y or N
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### ITEM #5 - GASOLINE POWERED MEDIUM DUTY UTILITY CART

	COMPLY	EXCEPTIONS
<b>ENGINE</b>		
Type = Gas, 4 cycle OHV, air cooled	Y or N	
Lubrication = Pressurized oil with spin type filter system or splash style	Y or N	
Power >= 13 HP	Y or N	
Size >= 400 cc	Y or N	
Ignition = electronic	Y or N	
Air intake = Cartridge type paper filter with remote located air intake	Y or N	
<b>DRIVE SYSTEM</b>		
Driveline = Unitized transaxle with CVT Drive clutch	Y or N	
Differential = Locking differential with shift-on-the-fly	Y or N	
Differential protective guard	Y or N	
Gear selection = Forward, neutral and reverse selected by operator	Y or N	
4 x 2	Y or N	
<b>SUSPENSION</b>		

## ITEM #5 - GASOLINE POWERED MEDIUM DUTY UTILITY CART (CONTINUED)

Front - Independent A-arms with Coil over Hydraulic Shock Absorbers	Y or N	
Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers	Y or N	
<b>BRAKES</b>		
Front - Self adjusting hydraulic drum	Y or N	
Rear - Self adjusting hydraulic drum	Y or N	
Parking-Brake - Manually operated, mechanically linked	Y or N	
Non asbestos lined pads	Y or N	
Semi-metallic pads with limited or lifetime warranty	Y or N	
Metallic pads with limited or lifetime warranty	Y or N	
Life Expectancy based upon 6 hours of average daily cart use		
<b>FRAME</b>		
Twin I-beam structure independent of body	Y or N	
Rust proof, non-corrosive	Y or N	
Front and rear receiver hitch- 2"	Y or N	
<b>SEATING</b>		
Two Occupants	Y or N	
High back bucket seats with heavy duty vinyl covering foam cushioning	Y or N	
<b>BODY</b>		
Front tube brush guard	Y or N	
<b>Dash Mounted Instrumentation -</b>		
Fuel gauge	Y or N	
Hour Meter	Y or N	
Low engine oil warning light	Y or N	
Dual Head, Tail and Brake Lights	Y or N	
Power Lift kit to assist lifting of loaded cargo box	Y or N	
Sun Canopy	Y or N	
<b>STEERING</b>		
Automotive Type	Y or N	
Rack and Pinion or Worm Gear and Pitman System	Y or N	
<b>TIRES &amp; WHEELS</b>		
23 x 10.5-12, 4 ply	Y or N	
All terrain tread	Y or N	
steel rims	Y or N	
<b>DIMENSIONS/SPECIFICATIONS/CAPACITIES</b>		
Length 125"	Y or N	
Width 54"	Y or N	
Wheel Base 80"	Y or N	
Fuel Capacity 7 gal	Y or N	
Oil Capacity 1. quart	Y or N	

**ITEM #5 - GASOLINE POWERED MEDIUM DUTY UTILITY CART (CONTINUED)**

Cargo Box	800 lbs	Y or N
Vehicle Rated	1200 lbs	Y or N
Cargo Box Size	45" x 48" x 11"	Y or N
Cargo Box Capacity	13.8 cu. ft.	Y or N
Ground Clearance under differential	8"	Y or N
Ground Clearance under foot platform	12"	Y or N
Turning Diameter	24.1 ft	Y or N
Turning Radius	11.8 ft	Y or N
Bed load Height	31"	Y or N

**PERFORMANCE**

Forward Speed Maximum of 19 mph	Y or N
Reverse Speed of <= 13 mph	Y or N
Range up to 75 miles	Y or N

**PARTS AND SERVICE**

Factory authorized service center	Y or N
OEM parts delivery within 24 hours	Y or N

**WARRANTY**

2 Year Standard Warranty	Y or N
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## INSTRUCTIONS TO OFFERORS

### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

**City:** The City of Tucson, Arizona

**Contract:** The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

**Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

**Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

**Director of Procurement:** The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

**May:** Indicates something that is not mandatory but permissible.

**Offeror:** The individual, partnership, or corporation who submits a proposal in response to a solicitation.

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

### 6. PREPARATION OF PROPOSAL:

- A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall

constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
  - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
  - F. Periods of time, stated as a number of days, shall be in calendar days.
  - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
  - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
  - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
9. **PROPOSAL/SUBMITTAL FORMAT:** An original and 4 copies (5 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
  - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
  - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 21. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at [tax-license@tucsonaz.gov](mailto:tax-license@tucsonaz.gov).
- 22. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 23. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:  
(1) waive any immaterial defect or informality; or  
(2) reject any or all proposals, or portions thereof; or  
(3) reissue the Request for Proposal.
- A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
- 24. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 130795

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CONTRACT OFFICER: LLOYD B. WINDLE, II  
PH: (520) 837-4105 / FAX: (520) 791-4735

**25. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

## PROPOSAL EVALUATION REQUIREMENTS

### I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Price Proposal
- C. Qualifications & Experience

### II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

#### A. Method of Approach

##### 1. National Program Response Provide a response to the national program

a. Include a detailed response to Attachment A, Exhibit A National IPA Response for National Cooperative contract. Responses should:

- i. highlight experience, demonstrate a strong national presence

E-Z-GO is owned by Textron, a global multi-industry company with more than 33,000 employees operating in 25 countries. Textron is publicly traded on the New York Stock Exchange (Sym: TXT), and ranks 236<sup>th</sup> on the 2012 Fortune 500. Textron products include Cessna aircraft, Bell helicopters, Jacobsen turf-care equipment, and Greenlee tools, among many others. Textron is well known as a government and defense contractor, responsible for products ranging from the Bell-Boeing V-22 Osprey VTOL aircraft used by the U.S. Marine Corps and U.S. Air Force, to the Shadow tactical unmanned aircraft system, in service with the U.S. Army and Marines as well as U.S. allies such as Australia, Sweden, and Italy.

E-Z-GO vehicles are manufactured by Textron's E-Z-GO business unit. E-Z-GO is a globally renowned manufacturer of light-transportation vehicles and is particularly renowned for its expertise in electric-vehicle technology. Virtually all E-Z-GO vehicles are built in the company's Augusta, Ga. headquarters, which has received worldwide recognition for its manufacturing and operational excellence, including being named one of *Industry Week* magazine's top 10 plants in North America in 2009. E-Z-GO also is a recipient of the Shingo Prize for Operational Excellence, dubbed the "Nobel Prize of Manufacturing" by *BusinessWeek* magazine. For purposes of this solicitation, E-Z-GO would sell, build, ship and service all vehicles required, by the National IPA and City of Tucson and its agencies.

E-Z-GO has been in continuous operation since its founding in 1954, became a part of Textron in 1960, and began designing and manufacturing Cushman vehicles after Textron acquired the Cushman brand and product line in 1998, and Bad Boy Buggies in 2010. Throughout its history, our company has serviced large corporate and governmental customers, including companies such as Federal Express and Arnold Palmer Golf Management, and governmental agencies including the U.S. Department of Energy and U.S. Department of Defense.

Textron is on solid financial footing, with 2012 sales totaling more than \$12.2 billion and a market capitalization of \$7.62 billion.

E-Z-GO has extensive experience administering and managing multiple accounts; in fact, our ability to service large accounts is core to our business model and strategy. Under the E-Z-GO, Bad Boy Buggies and Cushman brands, our company sells to and services more than 10,500 golf courses and facilities worldwide, and its commercial team, which will handle the products and services outlined in the Statement of Work, services more than 10,000 customers worldwide, including major companies such as Alcoa, American Golf and Trump National, as well as numerous federal, state and local agencies in the United States, including the State of Texas, State of California, Department of Veterans Administration, and the State of Georgia.



ii. describe how offeror will educate its national sales force about the contract

E-Z-GO Executive Senior Leadership Team endorsement and sponsorship of the award as the public sector go-to market strategy within the first 10 days.

E-Z-GO, Cushman and Bad Boy Buggies Marketing Managers will prepare within the first week of award, announcements to be distributed our National Account Managers, Territory Account Managers, Government Account Managers, and all dealer principals announcing the award, terms and implementation plans.

iii. describe how products and services will be distributed nationwide

E-Z-GO will conduct a webex and conference calls, in conjunction with the City of Tucson, and NIPA to answer any sales team questions within the first two weeks of the contract award to answer any sales team questions. Our dealers point of contact will also be given to the point of contact within E-Z-GO for further ongoing questions and clarification.

Our Dealer-only website portal will be updated to include the contract details and specific instructions and also a link to the National IPA's website.

Within 2 weeks of the contract award the information will be posted on the E-Z-GO, Cushman, and Bad Boy Buggies websites with a link to the National IPA's website for those customers seeking information regarding the contract or other opportunities within NIPA. Our Marketing Team will also create an award specific print ad to be used in market specific advertising, our dealer network, E-Z-GO, Cushman, and Bad Boy Buggies email blasts.

The advertising, sales team and Dealer network training will be ongoing throughout the life of the contract.

iv. include a plan for marketing the products and services nationwide

E-Z-GO will conduct meetings, seminars and training for all National IPA Representatives to educate them on all E-Z-GO, Cushman, and Bad Boy Buggies products and services and to gain expertise operating the vehicles.

E-Z-GO, Cushman and Bad Boy Buggies will create and distribute co-branded materials for the NIPA and E-Z-GO Sales Teams to support the promotion of the NIPA and E-Z-GO partnership.

The Territory Sales Managers will be encouraged to develop a Municipal Marketing Plan in each respective territory with their dealer partners to weekly call on the municipal and other government customers to promote the NIPA/E-Z-GO contract and the advantages of utilizing the contract.

i. describe how volume will be tracked and reported to National IPA

The tracking of the sales will be completed monthly by the Inside Government Sales Support Administrator just as it is done currently for the CMAS, TXMAS, State of Georgia, and State of Arizona contracts. The Territory Sales Managers, Branch Sales Managers, Dealer Inside Account Receivable/Payable/Sales Administrators, Distribution Managers, National Account Managers, and Government Sales Managers are contacted monthly for their sales results which are submitted to the respective customer contract administrator and copied to Compliance for the fees to be paid.

b. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement

Please see attached Exception Sheet

**2. Product and Service**

- a. Provide a detailed written response illustrating how the products and services offered will meet the requirements of this solicitation. Offerors shall provide the proposed product lines that will meet the requirements of this solicitation.

See Attached Bid Pricing Documents

1. Submit complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall have sufficient detail in order to allow a complete evaluation of the bid/offer submitted. Failure to include this information may result in bid rejection.

Detailed product brochures of E-Z-GO, Cushman & Bad Boy Buggies are attached.

2. Disclose the life expectancy in months based on an average daily use of 8 hours per day. Identify the manufacturer and model number of the batteries; disclose the volts, amp hours, quantity of batteries and 20 amp hours rating. How many hours to full charge assuming battery at 10%, 20% and 50%?

See Detailed Product Specifications

3. Describe the offeror's ability to provide used equipment.

E-Z-GO Division of Textron manufactures and sells only new vehicles to our dealer and distribution partners. Our distribution partners and dealers are the source for used vehicles when the City of Tucson and NIPA requirements call for them.

4. Describe the braking system, related performance and quality/specifications of the components. Describe the quality of the brake pads? Are there premium pads available? At what cost?

See Detailed Product Specifications

5. Describe the construction materials comprising the body and sun canopy. Detail the quality of materials and its resistance to impacts, adverse weather, fading, chipping, etc.

E-Z-GO assures proper materials are used in our products and meet or exceed our customers, ASAE, OSHA, and ANSI standards.

6. Disclose the range in miles and/or hours for each proposed vehicle assuming operating under typical 18 hole golf course conditions with fully charged batteries.

E-Z-GO golf vehicles will provide 36 holes of golf for the warranty period of the batteries. See attached warranty for details.

7. Provide the written recommended PM schedules, identify each maintenance part, its cost and the labor hours required to complete the PM.

Recommended PM schedules are included in the owner's manuals with each vehicle. These also may be requested in electronic format.

8. Provide the maintenance costs per year extending from the warranty end date to the projected life expectancy end date.

The maintenance costs and warranty end date to life expectancy cannot be accurately calculated or projected due to varied vehicle usage.

9. Provide the current replacement parts list and their cost.

Service Parts are available for purchase at a 30% discount off E-Z-GO current MSRP excluding the windshields and batteries. The windshields are priced just above cost to be competitive. Batteries also are exceptions. They change price weekly because of the price fluctuation of lead. The service parts list consists of thousands of parts. Upon successful award the list will be provided.

10. Provide the current optional equipment list and their cost.

Optional equipment can be purchased from [Shopezgo.com](http://Shopezgo.com). discount price 30% off MSRP from the Parts Manual. Optional equipment at time of vehicle build is value priced when constructed on the production line and is discounted at the same percentage as the respective class of vehicle. Refer to the attached vehicle MSRP price sheets and options offering.

11. Submit warranty documentation. Detail any extended warranty programs available for both equipment and parts. If warranty agreements are required, please submit them, subject to negotiation by the City.

Warranty documents are attached. E-Z-GO does not currently offer extended warranty.

12. Submit written evidence of authorized distributor and service center for manufacturer equipment.

N/A

13. Offerors shall submit all information that will aid the City in evaluating your proposal: available options, product spec sheets, product brochures, product website addresses, etc.

Detailed information can be found at EZGO.Com, Cushman.com, BadBoyBuggies.com, Shopezgo.com (Parts).

- b. Describe what other products and/or services you offer that would be applicable to this contract. Include repair services if available.

E-Z-GO offers a full line of:

Golf - Personal Golf Cars, Trail Utility, Trail Leisure, Turf Maintenance, Food & Beverage, Hospitality Vehicles - electric, gas, and diesel.  
Industrial & Commercial - Factory & Warehouse, Burden Carriers, Tuggers, Utility, Food Service, Personnel Transport, Street Legal Vehicles - electric, gas, diesel.  
Sport Series Vehicles - electric, gas, and diesel.  
Work Series Vehicles - electric, gas and diesel.  
Custom Vehicles - electric, gas, and diesel.

- c. Describe the type of training, educational services, and technical support provided with each purchase. Also state any other training and educational services that will be available during the length of this contract.

E-Z-GO's regional technical managers provide on-site product support upon request with each vehicle purchase. Additionally E-Z-GO has a technical support hotline. There is factory training school and classes offered throughout each year at our Augusta GA, Headquarters.

- d. Specify locations and availability of replacement parts, and state the maximum time required to provide and install replacement parts. Also state the estimated dollar value of your parts inventory.

E-Z-GO carries a service part inventory at our Augusta, GA Headquarters and manufacturing facility. Additionally E-Z-GO has regional Branch Facilities across the United States, as well as Dealer and Distributer partners all of whom carry service parts inventory to properly service their individual and unique market requirements.

- e. Indicate if any of the equipment you are offering has received any awards or nominations for excellence.

- f. Describe how the innovation and technology of your equipment differs from other equipment in the industry.

E-ZGO is the only Fleet Golf Car manufacturer whose vehicles operate under AC power versus DC power.

E-Z-GO partners and supplies specialized vehicles which support our other Divisions of Textron Inc. who supply vehicles to the United States Department of Defense.

- g. Describe any environmentally friendly features, options or technology available.

E-Z-GO is the only current manufacturer of our class of vehicle who manufactures a hybrid vehicle which operates on either gas or electric power when selected by the vehicle operator. E-Z-GO also produces all electric and all gas or all diesel vehicles.

- h. Describe any special programs that your company offers that will improve customers' access to products and ability to stay current with changes and improvements.

E-Z-GO offers Service Training, Factory Tours, and participates and facilitates conference calls to increase customers' industry awareness.

- i. Describe how your firm will notify customers of new equipment and services.

Websites, Publications both general and vertical market, and Trade Shows

**3. Orders, Invoices and Delivery**

**a. Describe your ordering capacity (telephone, fax, internet, etc.)**

Orders can be scanned and emailed, faxed, sent via FedEx, US Postal Service, or placed via credit card.

**b. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?**

Invoices are generated at time of shipment and mailed. Customers can pay through EDI or wire transfer. Summary invoicing is not available. The agencies may request alternate methods and the Accounts Receivable/Payable Department will evaluate if it would be feasible.

**c. Describe your delivery commitment:**

**1. What are your standard delivery days**

Monday -- Friday

Vehicle: 60 Days ARO

Parts: 3-10 Business Days

**2. Describe how problems -- such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. -- are resolved**

Incorrectly ordered parts must be new and returned in original factory packaging. A return authorization number from the Parts Department is required.

There is no charge for parts exchanged/replaced/returned prior to 30 days. After 30 days there is a 15% re-stocking fee. Customer pays postage/UPS fees. Any part a year or older in age is not accepted for return.

**4. Other**

**a. Describe any government rebate programs applicable.**

N/A

**b. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.**

N/A

**c. Describe ongoing or planned cost savings measures the company is undertaking to maintain a competitive advantage in the market place.**

Textron Corporate proprietary information is not available for public bid.

**d. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Agencies. Include any subsidiaries that may be responsible for providing products or services.**

List of Distributor/Dealer partners will be supplied at time of successful award. E-Z-GO does not utilize subsidiaries.

## B. Price Proposal

1. Identify the objective verifiable price list to be used. This must be submitted with the proposal. Price lists for Equipment, Parts, Related Products and Services must be submitted. Include proposed discounts off price lists.

See attached pricing documentation.

2. Provide pricing as requested on the Price Sheet attached herein. Offerors shall offer a fixed percentage discount from the index (or established discounted pricing) to provide pricing for all equipment offered.

See attached Price Sheet

3. Proposed pricing shall include delivery to Tucson and participating agencies. If there are additional surcharges for delivery to non-Tucson agencies located outside of the Tucson Metropolitan area, please provide information on how delivery charges will be calculated.

Detailed freight rate table attached

4. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

N/A

5. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to participating agencies.

E-Z-GO cannot provide a most favored nations contract clause. E-Z-GO is happy to provide pricing and discount structures competitive with our National Account and similar customers.

6. Provide details of and propose additional discounts for volume orders, off-season purchases, minimum order quantity, free goods, total annual spend, etc.

E-Z-GO is offering an additional rebate program based upon volume orders entitling the recipient to spend towards vehicles and parts. See attached Rebate Table.

7. Provide information on any ordering methods – such as electronic ordering or payment via pCard – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

Electronic ordering can be set up between E-Z-GO the City of Tucson, and National IPA. There is no additional discounting for electronic ordering or payment.

Standard payment discount: 2% -10 Net 30.

8. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by 2%, if payment is made within 10 days Net 30. These payment terms shall apply to all purchases and to all payment methods.
9. Will payment be accepted via commercial credit card? X Yes      No  
a. If yes, can commercial payment(s) be made online?      Yes X No  
b. Will a third party be processing the commercial credit card payment(s)?      Yes X No  
c. If yes, indicate the flat fee per transaction \$ N/A      (as allowable, per Section 5.2.E of Visa Operating Regulations).  
d. If "no" to above, will consideration be given to accept the card? X Yes      No
10. Does your firm have a City of Tucson Business License? X Yes      No  
If yes, please provide a copy of your City of Tucson Business license.

### C. Qualifications and Experience

1. Provide a brief history and description of your company.

E-Z-GO has been in continuous operation since its founding in 1954, became a part of Textron in 1960, and began designing and manufacturing Cushman vehicles after Textron acquired the Cushman brand and product line in 1998, and Bad Boy Buggies in 2010. Throughout its history, our company has serviced large corporate and governmental customers, including companies such as Federal Express and Arnold Palmer Golf Management, and governmental agencies including the U.S. Department of Energy and U.S. Department of Defense. Textron is on solid financial footing, with 2012 sales totaling more than \$12.2 billion and a market capitalization of \$7.62 billion.

E-Z-GO has extensive experience administering and managing multiple accounts; in fact, our ability to service large accounts is core to our business model and strategy. Under the E-Z-GO, Bad Boy Buggies and Cushman brands, our company sells to and services more than 10,500 golf courses and facilities worldwide, and its commercial team, which will handle the products and services outlined in the Statement of Work, services more than 10,000 customers worldwide, including major companies such as Alcoa, American Golf and Trump National, as well as numerous federal, state and local agencies in the United States, including the State of Texas, State of California, Department of Veterans Administration, and the State of Georgia.

2. Provide a statement of your annual sales for the past 2 years.

As a division of Textron Inc. and per Textron policy as a publically traded company E-Z-GO's annual sales are not disclosed. Please refer to the 2011 and 2012 Textron Annual Report for information on the Textron annual sales volume.

3. Provide the total number and location of sales persons employed by your firm.

Textron Inc. employs 33,000 people worldwide. E-Z-GO Division of Textron Inc. employs 630 people on our Augusta, GA campus.

4. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for whom you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.



5. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform.

Lurie Nichol – Government Sales Manager

Donna Conrad – Government Sales Support Administrator

Hamish Lusty – Director of Sales Commercial Value Stream

Darryl Heffline – Vice President Commercial Value Stream

6. Describe the qualifications of your sales personnel and technicians. Include information on professional certifications obtained and the number staff currently certified.
7. Please submit any additional information that you feel is applicable to your qualifications and experience.

### III. GENERAL

#### A. Shortlist:

The City reserves the right to shortlist the offerors on the Method of Approach, Price Proposal and Qualifications and Experience of the stated criteria. However, the City may determine that short listing is not necessary.

#### B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

#### C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

**D. Prior Experience:**

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

**E. Multiple Awards:**

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

## SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** The City is acting as a contracting agency for any other governmental agency that elects to utilize the resulting contract through participation in National IPA. All transactions, purchase orders, etc, will occur directly between the Contractor and each Participating Agency individually, and neither National IPA nor any governmental agency shall be liable for any acts, liabilities, damages, etc, incurred by any other Participating Agency. Participating Agencies' appropriate purchasing laws, rules and regulations apply to purchases made under the contract.

Public agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See [www.tucsonprocurement.com](http://www.tucsonprocurement.com) and click on Cooperatives for a list of the public agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/procurement/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Agencies outsourcing the maintenance of parks, golf courses, etc., may have service providers provide materials through this contract. Service providers are responsible for tracking the products purchased off this contract and ensuring those products are only used for the agency they are providing service.

2. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
3. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
4. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the (delete delivery location designated) local factory authorized dealer. The factory authorized dealer will conduct inspection, prep, set-up and deliver to final customer location designated. The NIPA customer will pay for the delivery from the dealer location to the final customer location. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the

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whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year; unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions. The City reserves the right to exercise an option to temporarily extend the Contract for any length of time from the expiration date, for any reason.
8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.
9. **SUBSTITUTE ITEMS:** Contractor reserves the right without liability to change specifications for new products that it produces and assumes no obligation to change equipments previously purchased or to continue to supply discontinued equipments to the City. In the event that a product is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:
- A formal announcement from the manufacturer that the product or model has been discontinued.
  - Documentation from the manufacturer that names the replacement product or model.
  - Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
  - Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
  - Documentation confirming that the price for the replacement is the same as or less than the discontinued model.
10. **NEW PRODUCTS AND/OR ACCESSORIES:** The City of Tucson, at its sole discretion, may allow new products announced by the manufacturers represented on the contract to be incorporated. The request may be submitted at any time during the contract period and shall be supplemented with the following information.
- a. A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.
  - b. Documentation that provides clear evidence that the new product(s) are those that are within the established commodity group.
  - c. Documentation that states prices will be sold at the existing discount from list price as existing products.

## STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees, if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority on behalf of the City of Tucson to:
  - A. Amend the contract or enter into supplemental verbal or written agreements;
  - B. Grant time extensions or contract renewals;
  - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the written approval of the Department of Procurement and Contractor. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall

prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

**13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

**14. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

**15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

**16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

**17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

**19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

**20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall to the extent of their negligence, unlawful conduct, or violation of applicable law pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. The City shall pay interest of one and one half percent (1.5%) per month on any past due balance from the date of delinquency until paid. In addition, Contractor may withhold further delivery of equipments and impose cancellation fees or require payment prior to shipment if any payment due is not paid when due. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

- 24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

- 29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as (delete determined) reasonably and approved by the City's Director of Procurement. If the Contractor fails or refuses to make



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such repair or replacement, the City will reasonably and appropriately determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of this period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**41. TITLE AND RISK OF LOSS Delivery:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract. Contractor will use all reasonable efforts to meet shipment dates but no shipment dates shall fall within the meaning of "time is of the essence" For the avoidance of doubt delivery dates shall be interpreted as estimated and Contractor shall not be liable for any delay in meeting a delivery promise date.

**42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document. Contractor's standard printed limited warranty for each of the parts completes or other equipment or goods sold here under in effect at the time of shipment shall apply, a copy of each is available upon request. Except for this limited warranty and the warranty of clear and marketable title, Contractor makes no other representations, statement of condition or warranties express or implied and all implied warranties, including those relating to merchantability and fitness for a particular purpose are hereby disclaimed.

**43. Limitation of Liability:** The total liability of Contractor (including its affiliates and their employees, contractors, and representatives for the equipments (or services offered hereunder, if any) or anything related to or associated with this agreement shall not exceed the purchase price paid for the individual equipment upon which such liability is based. The preceding limitations of liability shall not operate to diminish City's right of indemnification for causes of actions brought by third parties to the extent that such claims involve personal injury or death that is directly attributable to the unlawful or negligent conduct of Contractor. Neither party hereto (including their affiliates and their employees, contractors, and representatives) shall in any event be liable to the other party or their successors in interest or any beneficiary of this agreement for any consequential incidental indirect punitive or special damages arising out of or in connection with this agreement or any breach thereof, whether based upon loss of use, lost profits or revenue, interest, lost goodwill or otherwise and whether or not such loss or damage is based on contract, warranty, negligence, indemnity strict liability or otherwise and whether or not the Parties were informed in advance of the potential for such damages.

**PRICE PAGE**

This Price Page lists Sample Equipment that will likely be purchased under the contract. This list is not all-inclusive.

ITEM#	DESCRIPTION	UNIT PRICE
-------	-------------	------------

1.	Electric Powered Golf Vehicle, as per specifications	\$ _____
----	--	----------

MANUFACTURER AND MODEL NUMBER

2.	Gasoline Powered Golf Vehicle, as per specifications	\$ _____
----	--	----------

MANUFACTURER AND MODEL NUMBER

3.	Gasoline Powered Transportation Golf Vehicle, As per specifications	\$ _____
----	--	----------

MANUFACTURER AND MODEL NUMBER

4.	Light Duty Utility Vehicle, as per specifications	\$ _____
----	---	----------

MANUFACTURER AND MODEL NUMBER

5.	Medium Duty Utility Vehicle, as per specifications	\$ _____
----	--	----------

MANUFACTURER AND MODEL NUMBER

(A) EQUIPMENT TOTAL FOR ITEMS 1- 5 \$ \_\_\_\_\_

**PRICE PAGE**  
**(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT)**

ITEM#	DESCRIPTION	UNIT PRICE
-------	-------------	------------

1.	<b>Equipment: Electric Powered Golf Vehicle</b>	
	<b>Replacement Parts:</b>	

	Battery	\$ _____
--	---------	----------

	PART/ITEM NUMBER	
--	------------------	--

	Electric Motor	\$ _____
--	----------------	----------

	PART/ITEM NUMBER	
--	------------------	--

	Brake Pads	\$ _____
--	------------	----------

	PART/ITEM NUMBER	
--	------------------	--

	Charger	\$ _____
--	---------	----------

	PART/ITEM NUMBER	
--	------------------	--

	Speed Controller	\$ _____
--	------------------	----------

	PART/ITEM NUMBER	
--	------------------	--

	Front Axle	\$ _____
--	------------	----------

	PART/ITEM NUMBER	
--	------------------	--

	Steering Gear	\$ _____
--	---------------	----------

	PART/ITEM NUMBER	
--	------------------	--

	Tires	\$ _____
--	-------	----------

	PART/ITEM NUMBER	
--	------------------	--

	Wheels	\$ _____
--	--------	----------

	PART/ITEM NUMBER	
--	------------------	--

	<b>(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 1</b>	<b>\$ _____</b>
--	---	-----------------

2.	<b>Equipment: Gasoline Powered Golf Vehicle</b>	
	<b>Replacement Parts:</b>	

	Drive Clutch	\$ _____
--	--------------	----------

	PART/ITEM NUMBER	
--	------------------	--

**PRICE PAGE**  
**(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)**

<b>ITEM#</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>
	Starter/Generator	\$ _____
	PART/ITEM NUMBER	
	Battery	\$ _____
	PART/ITEM NUMBER	
	Brake Pads	\$ _____
	PART/ITEM NUMBER	
	Front Axle	\$ _____
	PART/ITEM NUMBER	
	Steering Gear	\$ _____
	PART/ITEM NUMBER	
	Fuel Filter	\$ _____
	PART/ITEM NUMBER	
	Air Filter	\$ _____
	PART/ITEM NUMBER	
	Tires	\$ _____
	PART/ITEM NUMBER	
	Wheels	\$ _____
	PART/ITEM NUMBER	
	<b>(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 2 \$ _____</b>	

**3. Equipment: Gasoline Powered Transportation Golf Vehicle**  
**Replacement Parts:**

Drive Clutch	\$ _____
PART/ITEM NUMBER	
Starter/Generator	\$ _____
PART/ITEM NUMBER	

**PRICE PAGE**  
**(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont)**

<b>ITEM#</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>
	Battery	\$ _____
	PART/ITEM NUMBER	
	Brake Pads	\$ _____
	PART/ITEM NUMBER	
	Front Axle	\$ _____
	PART/ITEM NUMBER	
	Steering Gear	\$ _____
	PART/ITEM NUMBER	
	Fuel Filter	\$ _____
	PART/ITEM NUMBER	
	Air Filter	\$ _____
	PART/ITEM NUMBER	
	Tires	\$ _____
	PART/ITEM NUMBER	
	Wheels	\$ _____
	PART/ITEM NUMBER	

**(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 3** \$ \_\_\_\_\_

**4. Equipment: Light Duty Utility Vehicle**  
**Replacement Parts:**

Master Brake Cylinder	\$ _____
PART/ITEM NUMBER	
Clutch Cable Assembly	\$ _____
PART/ITEM NUMBER	
Starter/Generator	\$ _____
PART/ITEM NUMBER	
Battery	\$ _____

**PRICE PAGE**  
**(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)**

PART/ITEM NUMBER

Brake Pads

\$ \_\_\_\_\_

PART/ITEM NUMBER

Front Axle

\$ \_\_\_\_\_

PART/ITEM NUMBER

Steering Gear

\$ \_\_\_\_\_

PART/ITEM NUMBER

Tires

\$ \_\_\_\_\_

PART/ITEM NUMBER

Wheels

\$ \_\_\_\_\_

PART/ITEM NUMBER

**(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 4**

\$ \_\_\_\_\_

5.

**Equipment: Medium Duty Utility Vehicle**  
**Replacement Parts:**

Master Brake Cylinder

\$ \_\_\_\_\_

PART/ITEM NUMBER

Clutch Cable Assembly

\$ \_\_\_\_\_

PART/ITEM NUMBER

Starter/Generator

\$ \_\_\_\_\_

PART/ITEM NUMBER

Battery

\$ \_\_\_\_\_

PART/ITEM NUMBER

Brake Pads

\$ \_\_\_\_\_

PART/ITEM NUMBER

Front Axle

\$ \_\_\_\_\_



CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 130785  
PAGE 38 OF 40  
CONTRACT OFFICER: LLOYD B. WINDLE, II  
PH: (520) 837-4105 / FAX: (520) 791-4735

**PRICE PAGE**

**(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)**

<b>ITEM#</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>
	PART/ITEM NUMBER	
	Steering Gear	\$ _____
	PART/ITEM NUMBER	
	Tires	\$ _____
	PART/ITEM NUMBER	
	Wheels	\$ _____
	PART/ITEM NUMBER	

**(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 5 \$ \_\_\_\_\_**

**(A) EQUIPMENT TOTAL FOR ITEMS 1-5 \$ \_\_\_\_\_**

**(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEMS 1-5 \$ \_\_\_\_\_**

**GRAND TOTAL (A + B) \$ \_\_\_\_\_**

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 130795  
PAGE 39 OF 40  
CONTRACT OFFICER: LLOYD B. WINDLE, II  
PH: (520) 837-4105 / FAX: (520) 791-4735

## OFFER AND ACCEPTANCE

### OFFER

#### TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

E-Z-GO Division of Textron Inc.

Company Name

Name: \_\_\_\_\_

1451

Title: \_\_\_\_\_

Address

Augusta, GA 30906

Phone: \_\_\_\_\_

City

State

Zip

Fax: \_\_\_\_\_

Signature of Person Authorized to Sign

E-mail: \_\_\_\_\_

Printed Name

Title

### ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. \_\_\_\_\_.

CITY OF TUCSON, a municipal corporation

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

As Tucson City Attorney and not personally

Marcheta Gillespie, C.P.M., CPPD, CPPB, CPM  
As Interim Director of Procurement and not personally

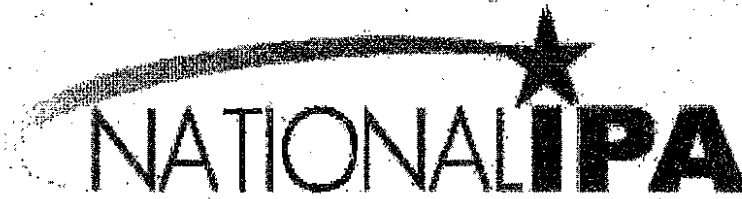
CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 130795  
PAGE 40 OF 40  
CONTRACT OFFICER: LLOYD B. WINDLE, II  
PH: (520) 837-4105 / FAX: (520) 791-4735

## ATTACHMENTS

Attachment I – National IPA Exhibits

**Attachment I – National IPA Exhibits**



**Requirements for National Cooperative Contract  
To be Administered by  
National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

**National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

**National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE**

**National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE**

**National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE**

**National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**1.0 Scope of National Cooperative Contract**

**1.1 Requirement**

The City (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for Grounds Maintenance Equipment. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier, resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

**1.2 Marketing and Administrative Support**

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2.5% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

**1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$10 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Agencies through a coordinated marketing approach between Supplier and National IPA.

**1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

**1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

**2.1 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

**2.2 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**2.3 Pricing Commitment**

~~(Delete Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.)~~

E-Z-GO is pleased to provide the City of Tucson and the National IPA discounted pricing that is competitive with our National Accounts and similarly situated accounts. E-Z-GO however cannot provide a most favored nations clause.

**2.4 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

**3.1 SUPPLIER QUALIFICATIONS**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

**3.2 Company**

**A. Brief history and description of your company.**

E-Z-GO is owned by Textron, a global multi-industry company with more than 33,000 employees operating in 25 countries. Textron is publicly traded on the New York Stock Exchange (Sym: TXT), and ranks 236<sup>th</sup> on the 2012 Fortune 500. Textron products include Cessna aircraft, Bell helicopters, Jacobsen turf-care equipment, and Greenlee tools, among many others. Textron is well known as a government and defense contractor, responsible for products ranging from the Bell-Boeing V-22 Osprey VTOL aircraft used by the U.S. Marine Corps and U.S. Air Force, to the Shadow tactical unmanned aircraft system, in service with the U.S. Army and Marines as well as U.S. allies such as Australia, Sweden, and Italy.

E-Z-GO vehicles are manufactured by Textron's E-Z-GO business unit. E-Z-GO is a globally renowned manufacturer of light-transportation vehicles and is particularly renowned for its expertise in electric-vehicle technology. Virtually all E-Z-GO vehicles are built in the company's Augusta, Ga. headquarters, which has received worldwide recognition for its manufacturing and operational excellence, including being named one of *Industry Week* magazine's top 10 plants in North America in 2009. E-Z-GO also is a recipient of the Shingo Prize for Operational Excellence, dubbed the "Nobel Prize of Manufacturing" by *BusinessWeek* magazine. For purposes of this solicitation, E-Z-GO would sell, build, ship and service all vehicles required, by the National IPA and City of Tucson and its agencies.

E-Z-GO has been in continuous operation since its founding in 1954, became a part of Textron in 1960, and began designing and manufacturing Cushman vehicles after Textron acquired the Cushman brand and product line in 1998, and Bad Boy Buggies in 2010. Throughout its history, our company has serviced large corporate and governmental customers, including companies such as Federal Express and Arnold Palmer Golf Management, and governmental agencies including the U.S. Department of Energy and U.S. Department of Defense.

Textron is on solid financial footing, with 2012 sales totaling more than \$12.2 billion and a market



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

capitalization of \$7.62 billion.

E-Z-GO has extensive experience administering and managing multiple accounts; in fact, our ability to service large accounts is core to our business model and strategy. Under the E-Z-GO, Bad Boy Buggies and Cushman brands, our company sells to and services more than 10,500 golf courses and facilities worldwide, and its commercial team, which will handle the products and services outlined in the Statement of Work, services more than 10,000 customers worldwide, including major companies such as Alcoa, American Golf and Trump National, as well as numerous federal, state and local agencies in the United States, including the State of Texas, State of California, Department of Veterans Administration, and the State of Georgia.

**B. Total number and location of sales persons employed by your company.**

Textron Inc. employs 33,000 people worldwide.

The E-Z-GO Division of Textron Inc. employs 630 people on the Augusta, GA campus.

196 Sales and Service remote employees

31 Fleet Account Managers

16 Territory Account Managers

7 Regional Sales Directors

5 National Account Managers

4 Value Stream Vice Presidents

4 International Sales Managers

2 Government Sales Managers

Covering the United States, North America, South America, Central America, Europe, Middle East, Africa.

**C. Number and location of support centers (if applicable).**

E-Z-GO Branches located in Georgia, Pennsylvania, Texas

E-Z-GO Hubs located in Arizona, California, Florida, New York

**D. Annual sales for the three previous fiscal years.**

As a division of Textron Inc. and per Textron policy as a publically traded company E-Z-GO's annual sales are not disclosed. Please refer to the 2010, 2011 and 2012 Textron Annual Report for information on the Textron annual sales volume.

**E. Submit your FEIN and Dunn & Bradstreet report.**

FEIN 05-03-15468

DUNS (Textron) 02-321-1535

DUNS (EZGO) 001-338-979

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**3.3 Distribution, Logistics**

- A. Describe how your company proposes to distribute the products/service nationwide.

E-Z-GO utilizes our nationwide network of 800 Dealers and over 1,000 locations to distribute and service our customers.

- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E-Z-GO's dealer network documentation will be provided upon successful award. The E-Z-GO dealer network is additionally located for each brand on the respective websites: [www.ezgo.com](http://www.ezgo.com); [www.cushman.com](http://www.cushman.com); [www.badboybuggies.com](http://www.badboybuggies.com);

- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

All E-Z-GO brands and products are shipped directly from 1451 Marvin Griffin Rd., Augusta, GA 30906. The distribution/factory direct operations vary in size depending on the services offered at the facility, Logistics/Traffic, Manufacturing, Sale, Service, IT etc. The production facilities producing our vehicles total 675,000 square feet.

- D. State any return and restocking policy and fees, if applicable, associated with returns.

Incorrectly ordered parts must be new and returned in original factory packaging. A return authorization number from the Parts Department is required.

There is no charge for parts exchanged/replaced/returned prior to 30 days. After 30 days there is a 15% re-stocking fee. Customer pays postage/UPS fees. Any part a year or older in age is not accepted for return.

**3.4 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

- a. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

**First 10 Days**

- A. Within one week of contract award all Brands and their respective marketing and sales teams within E-Z-GO Division of Textron Inc., will begin to prepare an announcement to be distributed to our 196 Sales and Service remote employees 31 Fleet Account Managers, 16 Territory Account Managers, 7 Regional Sales Directors, 5 National Account Managers, 4 Value Stream Vice Presidents, 4 International Sales Managers, 2 Government Sales Managers and our Dealer

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Principals announcing the award, terms and conditions, and implementation.

E-Z-GO Government Sales Managers will meet with National IPA to become educated on their successful program. There will be a joint planning schedule developed to include customer target sales calls and trade shows.

**30 Days**

Our dealer only website will be updated to include the contract details and specific instructions and also a link to the National IPA website. We will create series of WebEx and conference calls, in conjunction with the City of Tucson and the National IPA to answer any sales team questions.

Education and training sessions, ride and drive, factory tour and will be held for the National IPA at the E-Z-GO production facility.

**90 Days**

The advertising and sales team training will be on-going throughout the life of the contract to keep it fresh and in the forefront of our Sales Teams and Distribution and Dealer network. Our Dealer network will be given Point of Contact information within E-Z-GO for further ongoing questions and clarification.

Quarterly meetings will be held with National IPA, E-Z-GO, and our Dealer Counsel. Minutes of the meeting will be published and sent to our dealer network.

NIPA monthly marketing tips will be included in our monthly dealer news communications from each of the Value Streams.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A-NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- b. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

See 3.4A

The Government Sales Managers will hold regional sales meetings with our Dealers to develop an action and marketing plan specific to their geographic territories. The Government sales Managers will meet with the individual dealer and sales teams who focus on the Municipal Market to assist them in the implementation of this award with their customers.

Our Dealers will be encouraged to develop a weekly target list to review with the E-Z-GO, Cushman and Bad Boy Buggies Territory Account Managers to drive the contract for additional sales.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- a. Creation and distribution of a co-branded press release to trade publications within first 10 days

See 3.4A

Within two weeks of contract award the information will be posted on the E-Z-GO, Cushman and Bad Boy Buggies websites with a link to the National IPA website for those customers seeking more information regarding the contract or other opportunities within NIPA. We will also create an award specific print ad to be used in market specific advertising, E-Z-GO Division of Textron Inc. dealer mailings and email blasts.

- b. Announcement, contract details and contact information published on the company website within first 30 days

See response B. above.

- c. Design, publication and distribution of co-branded marketing materials within first 90 days

See response A. above.

- d. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

D) Local E-Z-GO, Cushman and Bad Boy Buggies Dealers and the E-Z-GO Division of Textron Inc., sales and marketing teams will attend NIGP, NPI, and Municipal trade shows to promote the relationship between E-Z-GO Division of Textron Inc., and the National IPA.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- e. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.

E) E-Z-GO Division of Textron Inc. and their dealers facilitate many municipal shows and ride and drive events across the country throughout the year. These events attract many different levels of local municipalities and allows for a comfortable environment to demo equipment and discuss purchasing opportunities such as NIPA.

E-Z-GO Division of Textron Inc. will create a webpage link to a dedicated NIPA/EZGO/CUSHMAN/BAD BOY BUGGIES site to include all pertinent purchasing information for the customer.

- f. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - g. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
  - h. Dedicated National IPA internet web-based homepage with:
    - National IPA standard logo;
    - Copy of original Request for Proposal;
    - Copy of contract and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to National IPA's online registration page;
    - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Our dealers and Sales Teams will have E-Z-GO Division of Textron Inc. brands/NIPA specific literature and also be well versed in the benefits of utilizing the NIPA program within their procurement process. E-Z-GO Division of Textron Inc. vehicles are currently in state and Federal contracts.

- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

E-Z-GO Division of Textron Inc. is prepared to license the use of the E-Z-GO, Cushman and Bad Boy Buggies Trademarks, for the term of the Master Agreement, solely for the purpose of the Master Agreement.

- E. Supplier is responsible for proactive direct sales of Supplier's goods and services

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT A-NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

Requirements for National Cooperative Contract

Page 46 of 64

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A-NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- i. Master Agreement was competitively solicited by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate
  - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
- G. Provide contact information for the person(s), who will be responsible for:
- a. Marketing
  - b. Sales
  - c. Sales Support
  - d. Financial Reporting
  - e. Contract

Lurie Nichol, Government Sales Manager  
Donna Conrad, Inside Government Sales Support Administrator  
E-Z-GO Division of Textron Inc.

- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The Highest Level Executives in charge is divided by Value Stream.

Vice President Fleet Golf - Mike Parkhurst  
Vice President Cushman Industrial and Commercial - Darryl Heffline  
Vice President Bad Boy Buggies & E-Z-GO Consumer - Eric Bondy

196 Sales and Service remote employees  
31 Fleet Account Managers  
16 Territory Account Managers  
7 Regional Sales Directors  
5 National Account Managers  
4 Value Stream Vice Presidents  
4 International Sales Managers  
2 Government Sales Managers

- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

The E-Z-GO Division of Textron Inc., sales teams will work with the National IPA to implement & grow the national program by identifying current and potential members of the advantages of using the program to purchase their vehicles no matter what the application. The teams will also notify the customers of any changes or updates within NIPA and/or equipment updates or news releases from E-Z-GO, Cushman, & Bad Boy Buggies brands. The team

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

approach will benefit both partners with long term rewards.

- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

Lurie Nichol will be the main coordinator of this agreement utilizing a team consisting of sales, finance, and marketing.

- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

N/A

- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

E-Z-Go customizes this feature/function on a case by case basis dependent of the needs and requirements of the customer.

- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$ \_\_\_\_\_ .00 in year one

\$ \_\_\_\_\_ .00 in year two

\$ \_\_\_\_\_ .00 in year three

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B-NATIONAL IPA ADMINISTRATION AGREEMENT**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY  
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and \_\_\_\_\_ (herein "Supplier").

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (herein "Principal Procurement Agency") has entered into a Master Agreement dated \_\_\_\_\_, Agreement No. \_\_\_\_\_ by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), for the purchase of \_\_\_\_\_ (herein "Product");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register with National IPA or otherwise execute a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to Public Agencies;

**WHEREAS**, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

**WHEREAS**, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

**NOW THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT  
TERMS AND CONDITIONS**

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement. In addition, National IPA covenants that all transactions contemplated hereby or authorized hereunder shall be subject to terms and conditions substantially similar to those in effect between the City of Tucson and Supplier, as memorialized by (TBD), or such other terms as Supplier may agree in writing in its sole discretion.

**TERM OF AGREEMENT**

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

**NATIONAL PROMOTION**

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**  
**Requirements for National Cooperative Contract**  
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**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at [www.nationalipa.org](http://www.nationalipa.org) prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

**QUARTERLY FEES & MONTHLY REPORTING**

10. Supplier shall pay National IPA an administrative fee in the amount of \_\_\_% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and ~~(delete - shall be obligated to reimburse National IPA's costs and expenses for such audit.)~~

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

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**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**

**EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10<sup>th</sup> day of the following month. Administrative fee payments are due within thirty (30) days after the end of each calendar quarter for Contract Sales during such quarter. Administrative fee payments shall be accompanied by a report of Contract Sales for the quarter. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

12. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

**GENERAL PROVISIONS**

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

**A. National Intergovernmental Purchasing Alliance Company**

National IPA  
Attn: President  
1600 Westgate Circle  
Suite 275  
Brentwood, TN 37027

**B. Principal Procurement Agency**

**C. Supplier**

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

18. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Name

Title

Title

Date

Date



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT**

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C: NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT**

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

**EXAMPLE**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT D - PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of NAME OF PPA ("Principal Procurement Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA").

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## National IPA Contract Sales Monthly/Quarterly Report

**Contract Sales Report Month/Quarter:**[illegible]

**Report Totals** \_\_\_\_\_

**Cumulative Contract Sales** \_\_\_\_\_

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

**Nationwide:**

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

\*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

**Certain Public Agencies and Political Subdivisions:**

**Cities, Towns, Villages and Boroughs including but not limited to:**

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. «IFBNUMBER»  
PAGE 2 OF «TOTALPAGES»  
CONTRACT OFFICER: «CONTRACTOFFICER»  
PH: (520) 791-4400 Ext. «PHONEEXT» / FAX: (520) 791-4735

CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR  
CITY OF COTTAGE GROVE, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MC MINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF RIDDLE, OR  
CITY OF ROSEBURG, OR  
CITY OF REDMOND, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WARRENTON, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON

Counties and Parishes including but not limited to:  
ASCENSION PARISH, LA  
ASSOCIATION OF OREGON COUNTIES

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. «FBNUMBER»

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CONTRACT OFFICER: «CONTRACTOFFICER»

PH: (520) 791-4400 Ext. «PHONEEXT» / FAX: (520) 791-4735

BAKER COUNTY, OR  
BENTON COUNTY, OR  
BOARD OF WATER SUPPLY, OR  
CADDOPARISH, LA  
CALCASIEUPARISH, LA  
CALCASIEUPARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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CONTRACT OFFICER: «CONTRACTOFFICER»

PH: (520) 791-4400 Ext. «PHONEEXT» / FAX: (520) 791-4735

SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR

Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:

BEND METRO PARK AND RECREATION DISTRICT  
BOARDMAN PARK AND RECREATION DISTRICT  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
CHEHALEM PARK AND RECREATION DISTRICT  
EUGENE WATER AND ELECTRIC BOARD  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY OF PORTLAND  
ILLINOIS VALLEY FIRE DISTRICT  
LAFAYETTE AIRPORT COMMISSION, LA  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
MEDFORD WATER COMMISSION  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
PORTLAND DEVELOPMENT COMMISSION, OR  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON LEGISLATIVE ADMINISTRATION  
SOUTHEASTERN LOUISIANA UNIVERSITY  
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
WILLAMALANE PARK AND RECREATION DISTRICT  
WILLAMETTE HUMANE SOCIETY

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
CADDOPARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT



CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 8TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. «FBNUMBER»

PAGE 5 OF «TOTALPAGES»

CONTRACT OFFICER: «CONTRACTOFFICER»

PH: (520) 791-4400 Ext. «PHONEEXT» / FAX: (520) 791-4735

CANYONVILLE CHRISTIAN ACADEMY  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MCMINNVILLE SCHOOL DISTRICT NO.40  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MUL TNOHAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MYRTLE PINE SCHOOL DISTRICT 41  
NEAH-KAH-NIE DISTRICT NO.56  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH WASCO CTY SCHOOL DISTRICT 21

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
256 W. ALAMEDA, 8TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. «IFENUMBER»  
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CONTRACT OFFICER: «CONTRACTOFFICER»  
PH: (520) 791-4400 Ext. «PHONEEXT» / FAX: (520) 791-4735

NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NO. 6  
ORLEANS PARISH SCHOOL DISTRICT PHOENIX  
TALENT SCHOOL DISTRICT NO. 4 PORTLAND  
JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO. 35  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 11  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO. 19  
SWEET HOME SCHOOL DISTRICT NO. 55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT NO. 32

#### Higher Education

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
DEVRY UNIVERSITY - PORTLAND  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. «IFENUMBER»

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CONTRACT OFFICER: «CONTRACTOFFICER»

PH: (520) 791-4400 Ext. «PHONEEXT» / FAX: (520) 791-4738

OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPUQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERISTY

State Agencies

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT. OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT. OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION

# City of Tucson NIPA Discounted Pricing Master

E-Z-GO Prop Net Price	Cost	E-Z-GO Margin	Vehicles	E-Z-GO Vehicle Pricing Off MSRP
52.0%	23126	14443.4	37.55%	50H Cars
30.0%	53243	26863.7	46.57%	Utility Vehicles (Turf)
20.0%	82144	64391.8	21.61%	Utility Vehicles (Industrial)
30.0%	95001	48170.4	49.29%	Transportation Vehicles (Shuttles)
20.0%	57420	10816.1	81.16%	Hospitality Vehicles (Refreshers)
20.0%	33298	19212.9	42.30%	Road Legal Low Speed Vehicles
20.0%	30866	14443.4	53.21%	AWD Vehicles
30.0%				Parts
30.0%				Accessories/Custom Solutions
30.0%				LSV

Free Goods Program (Agencies who purchase over \$100,000.00 receive credit to spend CC Vehicles, Parts, and accessories)

Spend Amount	Rebate \$
4.00% \$100,000 - \$149,999	\$4,000 - \$5,999.96
4.00% \$150,000 - \$199,999	\$6,000 - \$7,999.96
4.00% \$200,000 - \$249,999	\$8,000 - \$9,999.96
4.00% \$250,000 - \$299,999	\$10,000 - \$11,999.96
4.00% \$300,000 - \$349,999	\$12,000 - \$13,999.96
4.00% \$350,000 - \$399,999	\$14,000 - \$15,999.96
4.00% \$400,000 - \$449,999	\$16,000 - \$17,999.96
4.00% \$450,000 - \$499,999	\$18,000 - \$19,999.96
4.00% \$500,000 +	\$20,000

Freight 25% less than E-Z-GO rates current rates  
Based Upon \$4 a Gallon Diesel rates

\$175 per vehicle for canopy top, windshield and other options of a canopy vehicle

\$450 per vehicle for a custom cab and other options on a cab vehicle

\$55 per cart for tops, windshields and other options for fleet golf

SPEC	RETAIL PRICE	SPEC	RETAIL PRICE	SPEC	RETAIL PRICE	SPEC	RETAIL PRICE	SPEC	RETAIL PRICE
1 DQ Freedom Electric	6625.00	2 TXT FREEDOM GAS	5,519.00	3 RAY 2+2 GAS	5,492.00	4 Howler 800 g	8270	5 Howler 1200 g	9326
FRONT BUMPER	250.00	FRONT BUMPER	250.00	HOLE IN ONE TIRES	0	2 IN REC	54	2 IN REC	54
HOLE IN ONE TIRES	0.00	HOLE IN ONE TIRES	0.00	HEAD LIGHTS	0.00	HEADLIGHTS	0	HEADLIGHTS	0
BODY COLOR WHITE	0.00	BODY COLOR WHITE	0.00	TAIL LIGHTS	0.00	TAILLIGHTS	123	TAILLIGHTS	123
STATE OF CHARGE METER	91.00	STATE OF CHARGE METER	91.00	BRAKE LIGHTS	0.00	BRAKE LIGHTS	62	BRAKE LIGHTS	62
HEAD LIGHTS	0.00	HEAD LIGHTS	0.00	BODY COLOR WHITE	0.00	TURN SIGNAL	296	TURN SIGNAL	296
TAIL LIGHTS	0.00	TAIL LIGHTS	0.00	SUN CANOPY	437.00	HOUR METER	71	HOUR METER	71
BRAKE LIGHTS	0.00	BRAKE LIGHTS	0.00	TURN SIGNAL	296.00	BRUSH GUARD	0	BRUSH GUARD	0
TURN SIGNAL	296.00	TURN SIGNAL	296.00			FUEL GAUGE	75	FUEL GAUGE	75
HUB CAPS	45.00	HUB CAPS	45.00						
SUN CANOPY	240.00	SUN CANOPY	240.00						
SWEATER BASKET	0.00	SWEATER BASKET	0.00						
BACK UP ALARM	0.00	BACK UP ALARM	0.00						
DC CONVERTOR	0.00	WHEEL COVERS	45.00						
WHEEL COVERS	45.00								
TOTAL	7622.00	TOTAL	7,520.00	TOTAL	10218		8351		10007
DISC 52%	0.46	DISC 30%	0.49	DISC 30	0.7	DISC 30	0.7		0.7
	3658.56		3,609.60		7,152.60		6,265.70		7,004.90

[illegible]

## 2013 Fuel Surcharges

Contracted TL & LTL Carriers  
(prices per gallon)

Min	Max	FSC
\$1.40	\$1.50	0%
\$1.50	\$1.60	1%
\$1.60	\$1.70	2%
\$1.70	\$1.80	3%
\$1.80	\$1.90	4%
\$1.90	\$2.00	5%
\$2.00	\$2.10	6%
\$2.10	\$2.20	7%
\$2.20	\$2.30	8%
\$2.30	\$2.40	9%
\$2.40	\$2.50	10%
\$2.50	\$2.60	11%
\$2.60	\$2.70	12%
\$2.70	\$2.80	13%
\$2.80	\$2.90	14%
\$2.90	\$3.00	15%
\$3.00	\$3.10	16%
\$3.10	\$3.20	17%
\$3.20	\$3.30	18%
\$3.30	\$3.40	19%
\$3.40	\$3.50	20%
\$3.50	\$3.60	21%
\$3.60	\$3.70	22%
\$3.70	\$3.80	23%
\$3.80	\$3.90	24%
\$3.90	\$4.00	25%
\$4.00	\$4.10	26%
\$4.10	\$4.20	27%
\$4.20	\$4.30	28%
\$4.30	\$4.40	29%
\$4.40	\$4.50	30%
\$4.50	\$4.60	31%
\$4.60	\$4.70	32%
\$4.70	\$4.80	33%
\$4.80	\$4.90	34%
\$4.90	\$5.00	35%
\$5.00	\$5.10	36%

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
258 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 130708  
PAGE 38 OF 40  
CONTRACT OFFICER: LLOYD R. WINDLE, II  
PH: (520) 837-4108 / FAX: (520) 791-4736

### PRICE PAGE

This Price Page lists Sample Equipment that will likely be purchased under the contract. This list is not all-inclusive.

ITEM#	DESCRIPTION	UNIT PRICE	
1.	Electric Powered Golf Vehicle, as per specifications	\$ 3658.56	Comment (d64): TXT FREEDOM ELECTRIC 634285
	MANUFACTURER AND MODEL NUMBER		
2.	Gasoline Powered Golf Vehicle, as per specifications	\$ 3609.60	Comment (d65): TXT FREEDOM GASOLINE 634285
	MANUFACTURER AND MODEL NUMBER		
3.	Gasoline Powered Transportation Golf Vehicle, As per specifications	\$ 7152.80	Comment (d66): FLY 202 GASOLINE #611420
	MANUFACTURER AND MODEL NUMBER		
4.	Light Duty Utility Vehicle, as per specifications	\$ 6265.70	Comment (d67): HAULER 200 GASOLINE 8518841
	MANUFACTURER AND MODEL NUMBER		
5.	Medium Duty Utility Vehicle, as per specifications	\$ 7004.90	Comment (d68): HAULER 2200 GASOLINE 8518843
	MANUFACTURER AND MODEL NUMBER		
(A) EQUIPMENT TOTAL FOR ITEMS 1-5		\$ 27,991.36	



CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
258 W. ALAMEDA, 8TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 180788  
PAGE 40 OF 40  
CONTRACT OFFICER: LLOYD B. WINDLE, II  
P/L: (520) 587-4108 / FAX: (520) 701-4785

**PRICE PAGE**  
**(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT)**

ITEM#	DESCRIPTION	UNIT PRICE
1.	Equipment: Electric Powered Golf Vehicle Replacement Parts:	
	Battery	\$ 113.00
	PART/ITEM NUMBER--72824G01	
	Electric Motor	\$ 420.00
	PART/ITEM NUMBER--624129	
	Brake Pads	\$ 18.00
	PART/ITEM NUMBER--612412/612411	
	Charger	\$ 328.00
	PART/ITEM NUMBER--622418	
	Speed Controller	\$ 350.00
	PART/ITEM NUMBER--612632	
	Front Axle	\$ 81.00
	PART/ITEM NUMBER--602513	
	Steering Gear	\$ 120.00
	PART/ITEM NUMBER--70964G02	
	Tires/WHEEL	\$ 57.00
	PART/ITEM NUMBER--612772	
	Wheels	\$ N/A
	PART/ITEM NUMBER--SEE ABOVE	
	(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 1	\$ 1,568.00

Comment [549]: FREEDOM TIT/ELECTRIC  
Comment [570]: Parts Manual for 614278  
\$ 42.00

Comment [571]: Brake Drum part 6110789 @  
\$ 42.00

2. Equipment: Gasoline Powered Golf Vehicle  
Replacement Parts:

Drive Clutch \$ 179.00  
PART/ITEM NUMBER--616684

Comment [572]: FREEDOM 3XT GASOLINE  
Comment [573]: FREEDOM 3XT GASOLINE  
PARTS MANUAL PARTS # 614275 \$ 42.00

Comment [574]: Drive Clutch # 616684  
\$ 165.00

Comment [575]: Drive Belt # 616680 \$ 89.00

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ. 85701

REQUEST FOR PROPOSAL NO. 130785  
PAGE 41 OF 40  
CONTRACT OFFICER: LLOYD B. WINDLE, II  
PH: (520) 837-4105 / FAX: (520) 791-4738

**PRICE PAGE**  
**(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)**

ITEM#	DESCRIPTION	UNIT PRICE
	Starter/Generator	\$ 245.00
	PART/ITEM NUMBER--025716	
	Battery	\$ 55.00
	PART/ITEM NUMBER--24770G1	
	Brake Pads	\$ 13.00
	PART/ITEM NUMBER--812412/812411	
	Front Axle	\$ 91.00
	PART/ITEM NUMBER--602513	
	Steering Gear	\$ 120.00
	PART/ITEM NUMBER--70894002	
	Fuel Filter	\$ 2.00
	PART/ITEM NUMBER--71084001	
	Air Filter	\$ 18.00
	PART/ITEM NUMBER--28463001	
	Tire/ WHEEL	\$ 67.00
	PART/ITEM NUMBER--012772	
	Whse/s	\$ SEE ABOVE
	PART/ITEM NUMBER--SEE ABOVE	

**(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 2 \$ 1048.00**

**B.**

**Equipment: Gasoline Powered Transportation Golf Vehicle  
Replacement Parts:**

Drive Clutch	\$ 179.00
PART/ITEM NUMBER--018894	
Starter/Generator	\$ 245.00
PART/ITEM NUMBER--825715	

Comment [077]: BRAKE DRUM # 3180702  
\$ 42.00

Comment [078]: 18V 1+2 GASOLINE

Comment [079]: PARTS MANUAL # 611105  
\$12.00

Comment [080]: DRIVEN CLUTCH # 828685  
\$114.00

Comment [082]: RST # 610850 \$ 20.00

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 8TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 180785  
PAGE 98 OF 40  
CONTRACT OFFICER: LLOYD B. WINDLE, II  
PH: (520) 837-4105 / FAX: (520) 791-4785

**PRICE PAGE**  
**(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)**

ITEM#	DESCRIPTION	UNIT PRICE
	Battery	\$ 55.00
	PART/ITEM NUMBER--2477531	
	Brake Pads	\$ 19.00
	PART/ITEM NUMBER--612412/612411	
	Front Axle (2)	\$ 40.00
	PART/ITEM NUMBER--608068	
	Steering Gear	\$ 182.00
	PART/ITEM NUMBER--618839	
	Fuel Filter	\$ 2.00
	PART/ITEM NUMBER--72024001	
	Air Filter	\$ 18.00
	PART/ITEM NUMBER--23483001	
	Tires/Wheel	\$ 57.00

PART/ITEM NUMBER--612772

Wheels

\$ SEE  
ABOVE

PART/ITEM NUMBER-- SEE ABOVE

**(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 3 \$ 1027.00**

4.

Equipment: Light Duty Utility Vehicle  
Replacement Parts:

Master Brake Cylinder--NONE

\$ N/A

PART/ITEM NUMBER--N/A

Clutch Cable Assembly--CLUTCH (DRIVE)

\$ 179.00

PART/ITEM NUMBER--822946

Starter/Generator

\$ 245.00

PART/ITEM NUMBER--628716

Battery

\$ 55.00

Comment [682]: Hauler 800 lbs

Comment [683]: Parts MANUAL 0 524955  
\$42.00

Comment [684]: PART # 61630 \$89.00  
DRIVEN CLUTCH # 613300 \$ 136.00

REQUEST FOR PROPOSAL NO. 180785  
PAGE 57 OF 40  
CONTRACT OFFICER: LLOYD B. WINDLE, II  
PH: (520) 837-4108 / FAX: (520) 701-4735

## PARTITEM NUMBER-2477561

\$ 13.00

### Front Axle

**\$81.00**

Contract [10B] ONE DRUM \$ 2180702  
\$43.00

## Sliding Gear

**\$ 120.00**

Tires/WHEEL

**\$ 70.00**

## TIRE/WHEEL

**\$ 70.00**

PARTIAL ITEM NUMBER- 28737603 (REAR)

(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 6 \$ 1062.00

Comment [d86]: HAULER 1200 C&A

**SNA**

Comment (187): PARTS MANUAL & EXCISES  
\$42.00

### Clutch Cable Assembly

6

Component [087] CLUTCH DRIVE # 61425  
\$170.00  
CLUTCH DRIVE # 61425 \$153.00  
AXLE # 61600 \$9.00

PART/ITEM NUMBER—SEE COMMENT D53

## Starten Generator

**B.245.00**

PARTIAL NUMBER-025715

## Battery

**\$ 55.00**

PARTIAL NUMBER 547661

## Brake Pads

**\$ 19.00**

PART/ITEM NUMBER-B12412/BJ2411

### Front Axle

**\$ 81.00**

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 190796  
PAGE 38 OF 40  
CONTRACT OFFICER: LLOYD B. WINDLE, II  
PH: (520) 887-4105 / FAX: (520) 781-4735

**PRICE PAGE**  
**(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT - Cont.)**

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
	PART/ITEM NUMBER--802618	
	Steering Gear	\$ 120.00
	PART/ITEM NUMBER--70944902	
	Tires/WHEEL	\$ 70.00
	PART/ITEM NUMBER--28767001 (FRONT)	
	TIRE/Wheels	\$ 70.00
	PART/ITEM NUMBER--28767003 (REAR)	
	(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 5	\$ 1062.00
	(A) EQUIPMENT TOTAL FOR ITEMS 1-5	\$ 27,021.36
	(B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEMS 1-5	\$ 6,762.00
	GRAND TOTAL (A + B)	\$ 33,443.36

**CITY OF TUCSON  
DEPARTMENT OF PROCUREMENT**

**REQUEST FOR PROPOSAL NO. 130795**

**GOLF, UTILITY AND HOSPITALITY CARTS**

**AMENDMENT NO. ONE (1)**

The referenced document has been modified as per the attached Amendment No. ONE (1).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to LLOYD B. WINDLE, II.

LBW/swb

## REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON  
DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
ISSUE DATE: MAY 15, 2013

REQUEST FOR PROPOSAL NO. 130795  
RFP AMENDMENT NO. ONE (1)  
PAGE NO. 1 OF 3  
RFP DUE DATE: MAY 23, 2013  
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE, II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

### GOLF, UTILITY AND HOSPITALITY CARTS

A. The due date of Wednesday, May 22, 2013 at 4:00 PM Local AZ time has been **CHANGED** to **Thursday, May 23, 2013 at 4:00 PM Local AZ time.**

B. Clarifications

1. Page 2, Introduction/Background: Replace "GOLF, TURF AND HOSPITALITY CARTS" with "GOLF, UTILITY AND HOSPITALITY CARTS".
2. Page 18, Instructions to Offerors, Paragraph 9. Proposal/Submittal Format, Second Sentence: Replace this sentence with "Offerors shall also submit TWO copies of the proposal on cd, disc or flash drive in MS Office 2003 or .pdf format.
3. Page 21, Proposal Evaluation Requirements, A. Method of Approach, 1.a.: Replace Attachment A with Attachment I.
4. Page 21, Proposal Evaluation Requirements, A. Method of Approach, 1.b.: Replace Attachment A with Attachment I.
5. ATTACHMENTS, Attachment I, Exhibit A - National Response for National Contract, Section 1.3. Change first sentence to read. "The dollar volume purchased under the Master Agreement is estimated to be approximately \$10 million annually".
6. ATTACHMENTS, Attachment I - National IPA Exhibits: Replace Attachment I, Exhibit B - National IPA Administration Agreement with the attachment titled "REVISED Attachment I Exhibit B".
7. ATTACHMENTS, Attachment I - National IPA Exhibits: Replace Attachment I, Exhibit E - National IPA Contract Sales Reporting Template with the attachment titled "REVISED Attachment I Exhibit E Reporting".
8. Sales Data for the Existing Contract:

National Sales Volume: (Total Sales excluding freight)

Dec 2008 - Nov 2009: \$848,000

Dec 2009 - Nov 2010: \$2.0 million

## REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON  
DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 8TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
ISSUE DATE: MAY 15, 2013

REQUEST FOR PROPOSAL NO. 130795  
RFP AMENDMENT NO. ONE (1)  
PAGE NO. 2 OF 3  
RFP DUE DATE: MAY 23, 2013  
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE, II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Dec 2010 - Nov 2011: \$2.9 million

Dec 2011 - Nov 2012: \$2.1 million

Dec 2012 - March 2013: \$270,000 (to date)

9. List of attendees at the pre-proposal conference.

Iron City Polaris  
Drive Electric  
Tucson Golf Cars  
EZ Go Division of Textron  
Club Car, LLC  
Columbia Par Car  
Modern Lift, Inc.  
Yamaha Golf Cars  
National IPA

10. What is the administrative fee for the current contract?

The current contract has a tiered administrative fee; however, National IPA no longer uses a tiered structure. The RFP states an administrative fee of 2.5% in Attachment I, Exhibit A. If suppliers have suggested modifications to any part of the National IPA Exhibits, including the administrative fee, they are to include them with their response.

11. Where can I get a copy of the current contract?

To receive a copy of the existing contract, email your request to [Lloyd.windle@tucsonaz.gov](mailto:Lloyd.windle@tucsonaz.gov). The City charges a nominal .25 per page plus shipping charges. An additional fee of \$5.00 is charged for the content to be provided on a CD.

12. What National IPA exhibits require completing or commenting?

Offerors shall provide a written response to Exhibit A, pages 42-48, in their proposal.



## REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON  
DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
ISSUE DATE: MAY 18, 2013

REQUEST FOR PROPOSAL NO. 130796  
RFP AMENDMENT NO. ONE (1)  
PAGE NO. 3 OF 3  
RFP DUE DATE: MAY 23, 2013  
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE, II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Offerors are to review and submit any exceptions to Exhibit B, pages 49-53, in their proposal. This exhibit is an example of the Administrative Agreement the awarded supplier will sign with National IPA.

Attachments: REVISED Attachment I Exhibit B  
REVISED Attachment I Exhibit E Reporting

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.  
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature

Date

HAMISH LUSTY - SALES DIRECTOR

Typed Name and Title

Company Name

E-2-60 Division of Tibbitts Inc.  
1951 Mainville Rd.

Address

Augusta GA 30906

City

State

Zip

**EXHIBIT 3**

**Evidence of Insurance**

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS 1-11
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6-12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

**Definitions.** Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

**"Affiliated Entity"** means a person or entity that, directly or indirectly, controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

**"Bidder," "Proposer," "Undersigned," or "Applicant,"** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

**"Proposal,"** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

**"Code"** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookcountyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to [www.cookcountyclerk.com](http://www.cookcountyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

**"Contractor" or "Contracting Party"** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

**"EDS"** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

**"Lobby" or "lobbying"** means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

**"Lobbyist"** means any person or entity who lobbies.

**"Prohibited Acts"** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

**Sections 1 through 3: MBE/WBE Documentation.** Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents. If applicable, if the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

**Section 4: Certifications.** Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 5: Economic and Other Disclosures Statement.** Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranty, representations, agreements and acknowledgements contained therein.

# MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

## I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

Y/A

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

Y/A

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)

N/A

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

## II. ☐ Direct Participation of MBE/WBE Firms ☐ Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: \_\_\_\_\_

Certifying Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

FEIN #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Contract #: \_\_\_\_\_

Participation: ☐ Direct ☐ Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

☐ No ☐ Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

\_\_\_\_\_

\_\_\_\_\_

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\_\_\_\_\_

*(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (MWBE) \_\_\_\_\_

Signature (Prime Bidder/Proposer) \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Firm Name \_\_\_\_\_

Firm Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Subscribed and sworn before me

Subscribed and sworn before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_

Notary Public \_\_\_\_\_

SEAL

SEAL

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:



FULL MBE WAIVER



FULL WBE WAIVER



REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

\_\_\_\_\_ % of Reduction for MBE Participation

\_\_\_\_\_ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.



(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.

(Please explain)

One firm will be used for perf. of contract (Service training)  
Only authorized Cushman Dealers can provide service & operational training on vehicles



(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)



(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)



(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

Only WBE dealer is in the state of Calif  
Not economically feasible

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION



(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services, and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)



(2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)



(3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)



(4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)



(5) Engaged MBEs & WBEs for indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

#### CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

#### **A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act, Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act, 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

#### **B. BID-RIGGING OR BID ROTATING**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

#### **C. DRUG FREE WORKPLACE ACT**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned will provide a drug free workplace, as required by Public Act 88-1459 (30 ILCS 580/2-11).



**D. DELINQUENCY IN PAYMENT OF TAXES**

*THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-128.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq).

**F. ILLINOIS HUMAN RIGHTS ACT**

*THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132**

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 86-1390.

**H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract

Name

Address

NONE

**2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);**

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes: \_\_\_\_\_ No: X

b) If yes, list business addresses within Cook County:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: \_\_\_\_\_ No: X

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-388))**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S):

NA

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☒ The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

NA

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by:

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

### Identifying Information:

Name: E2GO Division of D/B/A: E2GO EIN NO.: 050315468  
TEXTRON INC.

Street Address: 1451 MARVIN GRIFFIN RD.

City: Augusta State: GA Zip Code: 30904

Phone No.: 706-796-4534

### Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Ventures

☐ Other (describe) \_\_\_\_\_

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
NA		

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
NA		

3. Is the Applicant constructively controlled by another person or Legal Entity? ☐ Yes ☒ No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
NA			

Declaration (check the applicable box):

☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

☒ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Rusty McGahee  
Name of Authorized Applicant/Holder Representative (please print or type)

Rusty McGahee  
Signature

rmcgahee@TextTron.com  
E-mail address

Director Compliance & Contracts  
Title

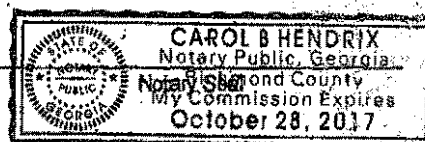
12-11-14  
Date

706 796-4536  
Phone Number

Subscribed to and sworn before me  
this 11th day of DEC, 2014

Carol B Hendrix  
Notary Public Signature

My commission expires:



**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person\* doing business\* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships\* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employer: TEXTRON INC Title: CORPORATION  
Business Entity Name: E260 Division of Textron Inc. Phone: 706-796-4536  
Business Entity Address: 1451 MARVIN GRIFFIN RD, AUGUSTA GA 30906

The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employer Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

☒ There is no familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

David M. Lake 12/11/14  
Owner/Employer's Signature Date

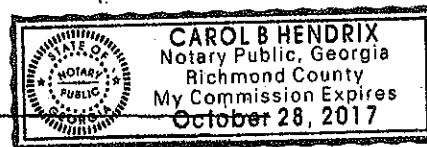
Subscribe and sworn before me this 11<sup>th</sup> Day of DEC, 2014

a Notary Public in and for Richmond County

Carol B. Hendrix  
(Signature)

NOTARY PUBLIC  
SEAL

My Commission expires



Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics  
69 West Washington Street,  
Suite 3040  
Chicago, Illinois 60602

**SIGNATURE BY A CORPORATION  
(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: E-260 Division of Tektron Inc.

BUSINESS ADDRESS: 1851 MARVIN GRIFFIN RD

Augusta, GA 30906

BUSINESS TELEPHONE: 800-448-7476 FAX NUMBER: 706-771-4605

CONTACT PERSON: Rusty Mcabee

FEIN: 050315468 \*IL CORPORATE FILE NUMBER: 20281588

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: \_\_\_\_\_ VICE PRESIDENT: \_\_\_\_\_

SECRETARY: \_\_\_\_\_ TREASURER: \_\_\_\_\_

Director - Compliance & Contracts  
\*\*SIGNATURE OF PRESIDENT: Rusty Mcabee

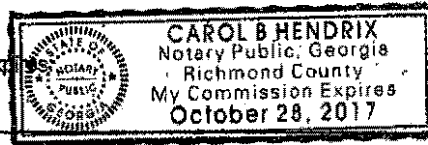
ATTEST: Cy With Senior Financial Analyst (CORPORATE SECRETARY)

Subscribed and sworn to before me this

15<sup>th</sup> day of Dec, 2014

X Carol B. Hendrix  
Notary Public Signature

My commission expires



Notary Seal

If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

**TEXTRON INC.**

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

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

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

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

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

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



**Real Estate Leases and Lease Termination Agreements**

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

**Patents, Trademarks & Related Powers of Attorney**

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

**Export License Applications, Import Documents, Customs Powers of Attorney**

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

**Corporate Seal**

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

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


\*\*\*\*\*

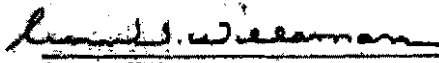
The appointments set forth in this designation are effective as of January 1, 2014. Any and all actions taken pursuant to this designation by the Division employees and other individuals named herein from January 1, 2014 to the date hereof are hereby ratified and confirmed in all respects.

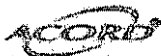
This designation is in lieu of all prior authorizations; however, any and all actions properly taken pursuant to any such prior authorization shall remain valid. This designation shall remain in full force and effect until December 31, 2014, or until notice to the contrary is given to any other person relying upon its terms.

**IN WITNESS WHEREOF**, we have hereunto set our hands in the capacities specified and caused the Corporate Seal of TEXTRON INC. to be affixed as of the 18th day of February, 2014.

CORPORATE SEAL

  
Elizabeth C. Perkins  
Vice President and Deputy  
General Counsel

  
Ann T. Willaman  
Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/07/2014

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

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

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME:		
	PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): 800-363-0105 E-MAIL ADDRESS:		
INSURED Textron Inc. and E-Z-GO Division of Textron Inc. 1451 Marvin Griffin Road Augusta GA 30913 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C: Liberty Mutual Insurance Co.		23043
	INSURER D: Westminster Ins Co.		0094AL
	INSURER E:		
INSURER F:			

Holder Identifier :

## COVERAGES

CERTIFICATE NUMBER: 570052583689

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY		3441GLUS015	01/01/2014	01/01/2015	EACH OCCURRENCE \$500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		GENERAL LIABILITY			DAMAGE TO RENTED PREMISES (Ea occurrence)
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)
						PERSONAL & ADV INJURY
						GENERAL AGGREGATE
						PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER:					Products - Comp/Op \$5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					COMBINED SINGLE LIMIT (Ea accident) \$3,000,000
A	AUTOMOBILE LIABILITY		A52-611-004497-023	04/01/2013	04/01/2014	BODILY INJURY (Per person)
	<input checked="" type="checkbox"/> ANY AUTO		US and Canada			BODILY INJURY (Per accident)
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				Comp/Collision Deductible \$500
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE
	DED RETENTION					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WA761D004497123	04/01/2013	04/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> QTH-ER
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N N/A	WC7611004497093	04/01/2013	04/01/2014	E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE-EA EMPLOYEE \$1,000,000
B-C	EXCESS WC		EW761N004497063	04/01/2013	04/01/2014	E.L. DISEASE-POLICY LIMIT \$1,000,000
			EW161N004497163	04/01/2013	04/01/2014	EL Each Accident \$1,000,000
						EL Disease - Policy \$1,000,000
						EL Disease - Ea Emp \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of coverage

Certificate No : 570052583689

## CERTIFICATE HOLDER

## CANCELLATION

E-Z-GO Division of Textron Inc. 1451 Marvin Griffin Road P.O. Box 388 Augusta GA 30913 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

COOK COUNTY SIGNATURE PAGE

(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Shm E.M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 31 DAY OF December, 2014

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1445-14261

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 103,996.20

(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:

N/A

ASSISTANT STATE'S ATTORNEY

(Required on contracts over \$1,000,000.00)