

#150365D



PREPARED FOR:

Ironwood GC



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Issue Date: August 27, 2015

Non- Mandatory Pre-Proposal Conference:
September 8, 2015 @ 9:00 a.m.
at Ironwood Golf Course Clubhouse
2100 NE 39th Avenue
Gainesville, Florida 32609

Bid Due Date: September 16, 2015
@ 3:00 p.m. local time

REQUEST FOR PROPOSAL

RFP NO. PRCA-160005-DD

Purchase of a New Fleet of Golf Carts for Ironwood Golf Course

Purchasing Representative:
Doug Drymon, Senior Buyer
Purchasing Division
Phone: (352) 334-5021
Fax: (352) 334-3163
Email: drymonjd@cityofgainesville.org

City of Gainesville
200 East University Avenue, Room 339 – Gainesville, Florida 32601

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**CITY OF GAINESVILLE
REQUEST FOR PROPOSALS FOR**

Purchase of a New Fleet of Golf Carts for Ironwood Golf Course

SECTION I – REQUEST FOR PROPOSAL OVERVIEW & PROPOSAL PROCEDURES

RFP#: PRCA-160005-DD

**September 16, 2015
@ 3:00 PM local time**

A. INTRODUCTION/BACKGROUND

The City of Gainesville (hereafter “City”) is requesting proposals from qualified providers of Electric Golf Carts for new golf carts to be used at Ironwood Golf Course for daily operational needs by users of the facility. Since 2010, Ironwood has purchased 10-20 carts per year while trading in their old fleet and now has 60 electric golf carts that were purchased in this time frame. 14 carts remain in the fleet from 2004, batteries have been replaced in these carts and 7 of them are still able to be used for public play.

B. RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

RFP available for distribution: August 27, 2015

Non-Mandatory Pre-Proposal Conference: September 8, 2015 @ 9:00 a.m. local time

Deadline for receipt of questions (in writing): September 10, 2015 @ 12:00 p.m. (noon) local time

Deadline for receipt of proposals: September 16, 2015 @ 3:00 p.m. local time

Evaluation/Selection process: Week of September 21, 2015

Projected award date: October 15, 2015

Projected contract start date: January 2016

C. PROPOSAL SUBMISSION

One original and 5 copies (a total of 6 sets) of the complete proposal must be received by September 16, 2015 at 3:00 p.m. local time at which time all proposals will be publicly opened. **In addition, proposer should provide one (1) electronic copy of their proposal in PDF format on a CD or USB flash drive.** Electronic document should not be password protected, encrypted, etc.

The original, all copies, and the separate sealed price envelope, if required, must be submitted in a sealed envelope or container stating on the outside the proposer's name, address, telephone number, RFP title, number and due date and delivered to:

City of Gainesville
General Government Purchasing
200 East University Avenue, Room 339
Gainesville, Florida 32601

Hand-carried and express mail proposals may be delivered to the above address **ONLY** between the hours of 7:00 a.m. and 6:00 p.m., local time, Monday through Thursday, excluding holidays observed by the City.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Any proposal received after 3:00 p.m. (local time), September 16, 2015 will not be considered and will be returned unopened.

Both the Technical Proposal and the Price Proposal, if required to be submitted in a separate envelope, must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company's corporate seal to both Proposals. In the absence of a corporate seal, the Proposals must be notarized by a Notary Public.

The submittal of a proposal by a proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated fees.

D. NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference has been scheduled for 9:00 a.m. on Tuesday, September 8, 2015 at the Ironwood Golf Course Clubhouse, Gainesville, Florida. At that time, prospective proposers or their representatives may discuss any questions pertaining to the project. [Failure to attend this non-mandatory pre-proposal conference will not disqualify proposers.]

E. CONTACT PERSON

The contact person for this RFP is Doug Drymon, Senior Buyer, at (352) 334-5021 in Purchasing. Explanation(s) desired by proposer(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

F. ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the proposer's name, address, phone number, and facsimile number. Electronic facsimile will be accepted at (352) 334-3163.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, and facsimile number.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

G. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date and time are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

H. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

I. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the proposer(s). No payment will be made for any responses received, or for any other effort required of or made by the proposer prior to commencement of work as defined by a contract approved by the City Commission.

J. ORAL PRESENTATION

The City may require proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

K. EXCEPTION TO THE RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a proposer take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

L. PROPRIETARY INFORMATION

Responses to this Request for Proposals, upon receipt by the City, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. It is also strongly recommended that those specific materials that you assert qualify for exemption from Chapter 119 be submitted in a separate envelope and clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the proposal number marked on the outside. Please also note that details of proposals, including alleged trade secrets, with the exception of a company's financial statements, may be disclosed at a public meeting.

In the event the City determines that any materials claimed to be exempt as trade secrets do not qualify as such, the proposer will be contacted and will have the opportunity to rescind their proposal or waive their claim to confidentiality. Please be aware that the designation of an item as a trade secret by you, and the refusal to disclose any materials submitted to the City, may be challenged in court by any person. By your designation of material in your proposal as a "trade secret" you agree to hold harmless the City for any award to a plaintiff for damages, costs or attorneys' fees and for costs and attorneys' fees incurred by the City by reason of any legal action challenging your claim, and the City's refusal to disclose.

M. QUALIFICATIONS OF PROPOSERS

As a part of the Proposal evaluation process, City may conduct a background investigation of proposer, including a record check by the Gainesville Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation.

No proposal shall be accepted from, nor will any contract be awarded to, any proposer who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be irresponsible or unreliable by City.

If Proposer is determined to be irresponsible or unreliable, City will notify Proposer of its finding, including evidence used, and allow proposer an informal hearing and the opportunity to come into compliance within three business days of notification.

N. NEGOTIATIONS

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected proposer. If the City and the selected proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected proposer. This process will continue until a contract has been executed or all proposers have been rejected. No proposer shall have any rights against the City arising from such negotiations.

O. RIGHTS OF APPEAL

Participants in this RFP solicitation may protest RFP specifications or award in accordance with Section 41-580 of the City of Gainesville's Financial Services Procedures Manual.

P. RULES; REGULATIONS; LICENSING REQUIREMENT

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Q. REVIEW OF PROPOSALS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

R. LOCAL SMALL BUSINESS PARTICIPATION

It is the policy of the City of Gainesville that qualified local small business (SBEs) as defined in the City of Gainesville's Local Small Business Procurement Program (the "Program") shall have the maximum practical opportunity to participate in the competitive process of supplying commodities and services to the City. Notification is hereby given that local small businesses are strongly encouraged to submit a bid in response to any procurement opportunity let by the City of Gainesville. Prime contractors are strongly encouraged to utilize qualified local small business subcontractors and material suppliers.

Any individual or entity that engages in fraud, misrepresentation, or other wrongful conduct, whether by act or omission, related to its participation in or eligibility to participate in the Program or in the performance of its SBE obligations under a City contract, shall be in violation of the Program. This determination shall be solely at the discretion of the City. Violators of the Program may be subject to, on an individual and/or entity basis, the debarment or suspension from participating in the City's contracts in accordance with the City of Gainesville's Debarment and Suspension Policy.

S. LIVING WAGE

- This contract is a covered service. (See Living Wage Decision Tree - Exhibit C attached hereto)
- This contract is **not** a covered service.

The Living Wage ordinance, Ordinance 020663, as amended at Ordinance 030168, and as shown on the City's web page, applies to certain contracts for specific "Covered Services," which the City has determined may include services purchased under this Contract, depending upon the cost/price of the contract awarded. A copy of the ordinance, as amended, will be attached to and made a part of the executed contract. Bidders/Proposers should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the services purchased are "Covered Services", the prime contract amount exceeds the threshold amount, the bidder/proposer meets the definition of Service Contractor/Subcontractor (and is not otherwise excluded from the application of the ordinance) and the ordinance provisions, which are incorporated herein, apply to any Covered Employees.

If applicable, the adjusted Living Wage for this contract will be \$11.6587 per hour (Living Wage with Health Benefits) or \$12.91 per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the certification, attached as Exhibit B hereto, prior to the City executing the contract. Once executed, such certification will become part of the contract; however, failure to sign such certification will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall comply with the provisions of the City of Gainesville's living wage requirements, as applicable. Failure to do so shall be deemed a breach of contract and shall authorize the City to withhold payment of funds until the living wage requirements have been met.
- (2) The Contractor will include the provision of (1) above in each subcontract for Covered Services with a Service Contractor/Subcontractor, as defined herein, so that the provisions of (1) above will be binding upon each such Service Contractor/Subcontractor. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions; provided, however, the City shall not be deemed a necessary or

indispensable party in any litigation between the contractor and a subcontractor concerning compliance with living wage requirements.

T. LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased and awarded by the City Commission or other authority. In the case of requests for proposals, letter of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses. Local Businesses are assigned five (5) percent of the total points of the total evaluation points. If Local Preference is requested by the proposer, the attached Exhibit A must be submitted with the proposal.

Local business means the vendor has a valid business tax receipt, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. Exhibit -A-(Attach Codified document)

U. RECORDS/AUDIT

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

V. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

W. DISCRIMINATION PROHIBITION

No person shall, on the grounds of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability, and gender identity, be refused the benefits of, or be otherwise subjected to, discrimination under any activities resulting from this RFQ.

X. ART IN PUBLIC PLACES

In 1989, the City of Gainesville adopted an ordinance (Art in Public Places) requiring that, "each appropriation for the original construction or major renovation of a local government building which provides public access shall include an amount of at least one (1) percent of the total appropriation for the construction or major renovation of the

building to be used for the acquisition of art". Compliance with the Art in Public Places ordinance is required for this project and will require coordination between the Contractor, architect and an artist. A copy of the ordinance is available upon request.

Y. DAVIS-BACON

It will be the responsibility of the contractor to check with the department project manager to determine if compliance with the Davis Bacon Act and the DOL regulations are required.

SECTION II – SCOPE OF SERVICES

A. INTENT

It is the intent of the City of Gainesville to obtain proposals for 66 new AC and DC electric golf carts, 2 gas-powered Ranger carts, 2 gas-powered beverage carts, and a gas-powered driving range cart (ball picker attachment not required) on a replacement basis every four years. The highest amp hour batteries are preferred. This solicitation includes the trade in of the existing 74 cart fleet as well as 2 gas-powered Ranger carts, 2 gas-powered beverage carts, and a gas-powered driving range cart.

B. MINIMUM REQUIREMENTS

These carts should include, but are not limited to: 4 year warranty and 4 year battery warranty on AMP hours, discount pricing on parts/ labor and service call fees (if needed), 2 extra battery chargers, 2 extra windshields, 2 extra bag covers. Please include the specs on the battery amp hours for the 4 year warranty as the highest amount of amp hours is preferred.

Each cart must be numbered, come with sandbuckets, storage baskets, rain bag covers, divot storage and windshields.

Vendor to provide 20 loaner carts for Ironwood's use starting from the executed contract until the course is closed down for fairway renovations that will begin in May of 2016 (The removal of 20 carts from the current fleet will be needed upon the arrival of the loaner carts).

SECTION III – PROPOSAL FORMAT

Instructions to proposers: Proposals must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

A. FORMAT AND CONTENTS OF PROPOSAL

1. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal, and all pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

2. Technical Proposals

The technical proposal is a narrative which addresses the scope of work, the proposed approach to the work, the schedule of the work, and any other information called for by the RFP which the proposer deems relevant.

3. Price Proposal

The price proposal is a presentation of the proposer's total offering price including the estimated cost for providing each component of the required goods or services.

Proposers should indicate the dollar amount which will be attributed to each sub-contractor, if any.

If a prescribed format for the price proposal is appended, proposers must use it; otherwise, proposers may use formats of their choice.

4. **Qualifications**

The response to the minimum qualification requirements contained below is a list of the minimum qualification requirements prescribed for the RFP. Proposers must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. If a prescribed format or required documentation for the response to minimum qualification requirements is stated below, proposers must use said format and supply said documentation.

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with the proposal if a local preference is requested.

B. QUALIFICATIONS/STATEMENT OF QUALIFICATIONS

Include a description of the experience, qualifications including any minimum qualifications, financial stability, recent references of the proposer's performance on contracts of similar scope and size required. A specific format may be required of the proposers. Experience may be included as the number of years, level of technical knowledge, educational degrees and certifications required. Financial stability may be determined by requesting the proposer's most recent financial statement, certified audit, balance sheet, or evidence of bonding capacity.

SECTION IV – EVALUATION CRITERIA AND PROCEDURES

A. EVALUATION CRITERIA

1.0 **SELECTION AND EVALUATION CRITERIA**

Proposals will be evaluated in accordance with the procedures described in the City's Professional Services Evaluation Handbook. The proposals will be evaluated in four stages: Technical Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The City shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, volume of previous work with the City, and location. The Evaluation process provides a structured means for consideration of all these areas.

1.1 **Technical Qualifications Evaluation**

The Technical Qualifications Evaluation will assess each responding firm's ability based on experience and qualifications of key team members, the firm's capability of meeting time and budget requirements, and the firm's record with regard to this type of work, particularly in the City of Gainesville or in the State of Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the firm's current workload, financial stability, and the location where the majority of the technical work will be produced. The City will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

1.2 **Written Proposal Evaluation**

The Written Proposal Evaluation will assess the firm's understanding of the project and the proposed approach to be undertaken as addressed in a written proposal. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

1.3 **Presentation/Interview Evaluation**

The Proposal Presentation/Interview Evaluation is based on an oral presentation that addresses both the technical qualifications of the firm and the approach to the project. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project/service, particularly "why it is to be done" as well as "what is to be done." The City of Gainesville will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

1.4 **Other factors**

The Other Factors to be considered, based upon the specific project (but not limited to), are those items, such as SBPP and/ or Local Preference. Fee proposals, when requested and deemed appropriate, are also to be considered in the evaluation process, where the request for such fees is in accordance with the City's Purchasing Policies and Procedures.

B. SELECTION PROCESS

The contractor(s) will be selected from the qualified vendors submitting responses to this Request for Proposals. The selection process will be as follows:

1. Evaluators consisting of staff will review the written proposals. The evaluation process provides a structured means for consideration of all proposals.
2. Upon review and evaluation, the City may request oral presentations from the top ranked vendors. During the oral presentations, the vendors shall further detail their qualifications, approach to the project and ability to furnish the required services. These presentations shall be made at no cost to the City. Firms selected for further presentations should provide one (1) electronic copy of materials presented in PDF format on a CD.
3. Prior to final ranking of firms, the apparent top ranked vendor will be required to furnish proof to the City that it complies with the specifications.
4. The final ranking of firms will be in accordance with the procedures described in the City's Professional Services Evaluation Handbook. If required, the final ranking of firms will be presented to the City Commission. The City Commission will be requested to approve the recommended ranking and authorize negotiation and execution of the contract beginning with the top ranked vendor.
5. Provided that the City Commission approves the ranking and an award, the City will negotiate a contract with the top ranked proposer for the provision of a new fleet of golf carts for Ironwood Golf Course. Should the City be unable to negotiate a satisfactory contract with the top ranked vendor, negotiations will be terminated with that proposer and negotiations will be initiated with the second most qualified proposer, and so on until a satisfactory contract is negotiated.

SECTION V – GENERAL PROVISIONS

A. CONTRACT AWARD

The award(s), if any, shall be made to the proposer(s) whose proposal(s) shall be deemed by the City to be in the best interest of the City. The decision of the City of whether to make the award(s) and which proposal is in the best interest of the City shall be final.

The Contract to be entered into with the successful proposer will designate the successful proposer as the City's Contractor and will include, but not be limited to, the following terms and conditions.

B. GENERAL TERMS AND CONDITIONS

Following are the General Terms and Conditions, supplemental to those stated elsewhere in the Request for Proposals, to which the Vendor must comply to be consistent with the requirements for this Request for Proposals. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

1. Public Entity Crimes. Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
2. Tie Bids. Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; and (4) Bidders located within the State of Florida. In the case where Federal funds are being utilized, articles 2,3 and 4 will not apply.
3. Drugfree Workplace. Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.
4. Indemnification. The Contractor shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.
5. Insurance. Contractor shall provide proof of insurance in an amount as noted below:

Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

Automobile Liability Insurance

Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

The Contractor shall furnish the City a certificate of insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty (30) days' written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

6. Sovereign Immunity. Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.
7. Term. The term of the contract will commence upon final execution and will continue for four (4) years, subject to funding in subsequent fiscal years.
8. Termination. The contract will provide termination by either party without cause upon 30 days prior written notice to the other party. In the event of termination, the Contractor will be compensated for services rendered up to and including the day of termination.
9. Applicable Law. The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida. Venue in the courts of Alachua County, Florida.
10. Joint Bidding/Cooperative Purchasing Agreement: All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida to rebid any or all items.
11. Subcontractors. All successful contractors specific to construction in the amount of \$300 thousand or more to include material suppliers shall be required to provide information of subcontractors in addition to sub and sub subcontractors prior to final payment under the contract.
12. Florida Public Records Act
Florida has a very broad public records law. By entering into an agreement with the City, the contractor acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). In complying with the Florida Public Records Act the contractor shall:
 - a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by law;
 - c) Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public record in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of the contract between City and contractor. City may pursue all remedies for breach of this agreement

SECTION VI – TECHNICAL SPECIFICATIONS

A. SCOPE

It is the intent of the City of Gainesville to obtain proposals for 66 new AC and DC electric golf carts, 2 gas-powered Ranger carts, 2 gas-powered beverage carts, and a gas-powered driving range cart (ball picker attachment not required) on a replacement basis every four years. The highest amp hour batteries are preferred. This solicitation includes the trade in of the existing 74 cart fleet as well as 2 gas-powered Ranger carts, 2 gas-powered beverage carts, and a gas-powered driving range cart.

These carts should include, but are not limited to: 4 year warranty and 4 year battery warranty on AMP hours, discount pricing on parts/ labor and service call fees (if needed), 2 extra battery chargers, 2 extra windshields, 2 extra bag covers,

Each cart must be numbered, come with sandbuckets, storage baskets, rain bag covers, divot storage and windshields

Vendor to provide 20 loaner carts for Ironwood's use starting from the executed contract until the course is closed down for fairway renovations, anticipated to occur in May 2016.

B. BACKGROUND

The City of Gainesville (hereafter "City") is requesting proposals from qualified providers of Electric Golf Carts for new golf carts to be used at Ironwood Golf Course for daily operational needs by users of the facility. Since 2010, Ironwood has purchased 10-20 carts per year while trading in their old fleet and now has 60 electric golf carts that were purchased in this time frame. 14 carts remain in the fleet from 2004, batteries have been replaced in these carts and 7 of them are still able to be used for public play.

SECTION VII – PRICE PROPOSAL

The City would like the costs for the carts broken down to include: electric cart cost, Ranger cart cost, beverage cart cost, and driving range cart cost; we would like the trade-in value be broken down by electric cart, Ranger cart, beverage cart and driving range cart. See the attached inventory list (Attachment "A") of the existing Ironwood fleet.

DRUG-FREE WORKPLACE FORM


The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

E-2-GO Division of Textron
(Name of Business)

does:

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

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


Bidder's Signature

9/14/15
Date

DEBARRED AND SUSPENDED BIDDERS: Breach of Contract

1. Scope.

This policy prescribes policies and procedures relating to:

 - (a) the debarment of bidders for cause;
 - (b) the suspension of bidders for cause under prescribed conditions;
and,
 - (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.

It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.
2. General.

Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measures should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probably duration of the period of non-responsibility.
- 2.1 Definitions.
 - (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or the inadequacy of performance.
 - (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
 - (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
 - (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
 - (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
 - (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".
3. Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.
 - (a) The Purchasing Department shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
 - (b) The list shall show as a minimum the following information:
 - (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
 - (2) the basis of authority for each action;
 - (3) the extent of restrictions imposed; and,
 - (4) the termination date for each debarred or suspended listing.
 - (c) The list shall be kept current by issuance of notices of additions and deletions.
4. Treatment to be Accorded Firms or Individuals Debarred or Suspended

Firms or individuals listed by the Purchasing Department as debarred or suspended shall be treated as follows.

 - (a) Total restrictions. A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.
 - (b) Restrictions on subcontracting. If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Purchasing Department shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.
5. Causes and Conditions Applicable to Determination of Debarment.

Subject to the following conditions, the Purchasing is authorized to debar a firm or individual in the public interest for any of the following causes occurring with ten (10) years of debarment.

 - (a) Causes

- (1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.
- (2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.
- (3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
 - (i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;
 - (ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.
- (5) Debarment by any other governmental agency.

(b) Conditions.

- (1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Purchasing.
- (2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.
- (3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exists). For the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.
- (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the Purchasing.
- (5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

5.1 Period of Debarment.

- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy or performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
- (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

6. Suspension of Bidders.

- (a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Purchasing shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).

6.1 Causes and Conditions Under Which the City May Suspend Contractors

- (a) The Purchasing may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:

- (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
 - (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
 - (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.
- 6.2 Period of Suspension.
- (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months from the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.
7. Scope of Debarment or Suspension.
- (a) A debarment or suspension may include all known affiliates of a concern or individual.
 - (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
 - (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.
8. Notice of Debarment or Suspension.
- When the Purchasing seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:
- (1) stating that debarment or suspension is being considered;
 - (2) setting forth the reasons for the proposed action;
 - (3) indicating that such party will be afforded an opportunity for a hearing if he so requests one within ten (10) days; and,
 - (4) indicating that such party may make a written response in accordance with Section 9(a).
9. Response to Notice of Debarment or Suspension.
- (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
 - (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
 - (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
 - (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Purchasing shall be deemed final and the party so notified.
10. Rejection of Bids, Breach of Contract.
- (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.
 - (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.
 - (c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for debarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the bidder or its affiliates fail to immediately cooperate

with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

ARTICLE X. LOCAL PREFERENCE POLICY*

***Editor's note:** Section 9 of Ord. No. 001261 states: "This ordinance shall become effective October 1, 2004, and shall be reviewed by the City Commission October 1, 2005, and unless extended by action of the City Commission, shall be deemed repealed effective March 31, 2006, provided that it shall remain applicable to new contracts solicited prior to repeal."

Sec. 2-620. Findings of fact.

The city annually spends significant amounts on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate city limits of Gainesville, and the city commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city commission has determined that it is in the best interest of the city to give a preference to local businesses in the corporate city limits of Gainesville in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

(Ord. No. 001261, § 1, 3-29-04)

Sec. 2-621. Definition.

"Local business" means the vendor has a valid occupational license, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the occupational license.

(Ord. No. 001261, § 2, 3-29-04)

Sec. 2-622. Local preference in purchasing and contracting.

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, as described below, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other authority. In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points.

(Ord. No. 001261, § 3, 3-29-04)

Sec. 2-623. Exceptions to local preference policy.

The preference set forth in this Article X shall not apply to any of the following purchases or contracts:

- (1) Good or services provided under a cooperative purchasing agreement;

- (2) Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission or charter officer;
- (3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
- (4) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies;
- (5) Purchases with an estimated cost of \$50,000.00 or less;
- (6) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation of the charter officer and approval of the city commission. The preferences established herein in no way prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city commission or other purchasing authority from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 001261, § 4, 3-29-04)

Sec. 2-624. Application, enforcement.

The local preference shall apply to new contracts for supplies, materials, equipment and services first solicited after October 1, 2004. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

(Ord. No. 001261, § 5, 3-29-04)

Local Preference is requested: YES NO

If Local preference is requested this exhibit must be submitted with the proposal.

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with the proposal if a local preference is requested.

CITY OF GAINESVILLE

CERTIFICATION OF COMPLIANCE WITH LIVING WAGE

The undersigned hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for the **Purchase of a New Fleet of Golf Carts for Ironwood Golf Course**, a living wage of \$11.6587 per hour to covered employees who receive Health Benefits from the undersigned employer and \$12.91 per hour to covered employees not offered health care benefits by the undersigned employer.

Name of Service Contractor/Subcontractor: E-Z-GO Division of Textron

Address: 1451 Marvin Griffin Road Augusta GA 30906

Phone Number: 800-241-5855

Name of Local Contact Person ERIC KEISTER

Address: 6962 NE 61 Ave Rd Silver Springs FL 34488

Phone Number: 904-254-4178

\$ 145,970 to \$ 169,070
(Amount of Contract)

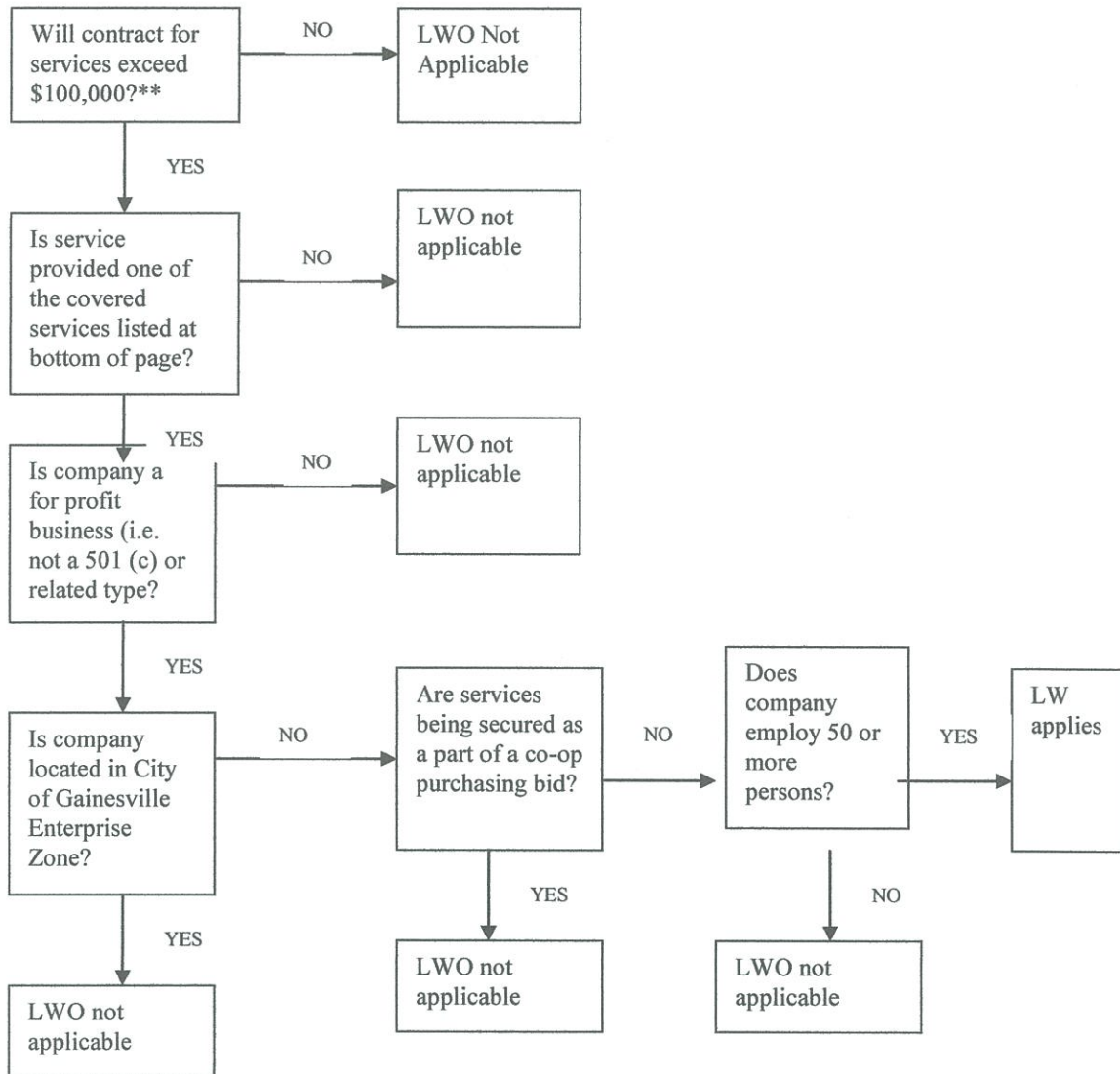
Signature:  Date: 9/14/15

Printed Name: ERIC KEISTER

Title: Senior Sales Representative

LIVING WAGE DECISION TREE

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance applies to their firm in the performance of specified service contracts for covered services* with the City. Contractors are advised to review the entire text of the Living Wage Ordinance in conjunction with this guideline.



***Covered Services:** food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services
****Total value of contract.**

LIVING WAGE COMPLIANCE
See Living Wage Decision Tree (Exhibit C hereto)

Check one:

- Living Wage Ordinance does not apply
(check all that apply)
 - Not a covered service
 - Contract does not exceed \$100,000
 - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
 - Located within the City of Gainesville enterprise zone.

- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

**CITY OF GAINESVILLE
GENERAL GOVERNMENT
PURCHASING DIVISION SURVEY
BID INFORMATION**

BID #: RFP NO. PRCA-160005-DD DUE DATE: September 16, 2015
@ 3:00 PM

SEALED PROPOSAL ON: Purchase of a New Fleet of Golf Carts for
Ironwood Golf Course

IF YOU DO NOT BID

Please check the appropriate or explain:

- _____ 1. Not enough bid response time.
- _____ 2. Specifications not clear.
- _____ 3. Do not submit bids to Municipalities.
- _____ 4. Current work load does not permit time to bid.
- _____ 5. Delay in payment from Governmental agencies.
- _____ 6. Do not handle this item.
- _____ 7. Other: _____

Company: _____

Address: _____

Are you a minority business? yes _____ no _____

RFP (09/22/03)
Rev. local pref. 10/1/04;7/25/05;10/05;4/06;10/06;3/07;10/11;05/12

This form Document No. P04-213 is a legal instrument approved by the City Attorney. Any deviations from its intended use should be authorized by the City Attorney

<u>Cart Number</u>	<u>Model</u>	<u>Serial Number</u>
1	txt 48v	2734172
2	txt 48v	2734180
3	txt 48v	2734179
4	txt 48v	2734188
5	txt 48v	2734173
6	txt 48v	2734181
7	txt 48v	2734185
8	txt 48v	2734193
9	txt 48v	2734189
10	txt 48v	2734184
11	txt 48v	2734178
12	txt 48v	2734193
13	txt 48v	2734177
14	txt 48v	2734174
15	txt 48v	2734183
16	txt 48v	2734186
17	txt 48v	2734175
18	txt 48v	2734182
19	txt 48v	2734187
20	txt 48v	2734191
21	txt48	2838323
22	txt48	2838310
23	txt48	2838312
24	txt48	2838341
25	txt48	2838331
26	txt48	2838337
27	txt48	2838340
28	txt48	2838309
29	txt48	2838338
30	txt48	2838321
31	txt48	3071572
32	txt48	3071573
33	txt48	3071574
34	txt48	3071575
35	txt48	3071576
36	txt48	3071577
37	txt48	3071578
38	txt48	3071579
39	txt48	3071580
40	txt48	3071581
41	txt48	3010937
42	txt48	3010943
43	txt48	3010946
44	txt48	3010941

45	txt48	3010944
46	txt48	3010938
47	txt48	3010940
48	txt48	3010942
49	txt48	3010945
50	txt48	3010939
51	txt48	3056259
52	txt48	3056252
53	txt48	3056253
54	txt48	3056260
55	txt48	3056258
56	txt48	3056255
57	txt48	3056261
58	txt48	3056257
59	txt48	3056256
60	txt48	3056254

14 carts (2004 Model)

23	txt-e	1573685
25	txt-e	1573676
28	txt-e	1573769
34	txt-e	1573693
40	txt-e	1573786
41	txt-e	1573752
43	txt-e	1573757
48	txt-e	1573761
51	txt-e	1573686
53	txt-e	1573767
63	txt-e	1573794
68	txt-e	1573754
70	txt-e	1573681
72	txt-e	1573780

Ranger Cart 1	TXT Gas	2733826
Ranger Cart 2	TXT Gas	2733828
Range Picker	TS2 MPT 800	2734080
Bev Cart	TS2 MPT 1200	2733834
Bev Cart		1579790

ADDENDUM NO. 1



Date: September 1, 2015

Proposal Due Date: September 16, 2015
at 3:00 P.M. (Local Time)

Proposal Name: **Purchase of a New Fleet of Golf Carts for
Ironwood Golf Course**

Proposal No.: PRCA-160005-DD

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 12:00 p.m. (noon) local time, September 10, 2015. Questions may be submitted as follows:

Email: drymonjd@cityofgainesville.org

or

Faxed (352) 334-3163

Attention: Doug Drymon, Senior Buyer

2. Please find attached:
 - a) Copy of the black out period definitions (Financial Procedures Manual Section 41-424 Prohibition of lobbying in procurement matters).
3. Section I(B) - REQUEST FOR PROPOSAL OVERVIEW & PROPOSAL PROCEDURES ("RFP TIME TABLE") is hereby amended as follows:

Projected contract start date: ~~January 2016~~ Upon Final Execution

4. Section VI(A) - TECHNICAL SPECIFICATIONS ("SCOPE") is hereby amended to state as follows:

It is the intent of the City of Gainesville to obtain proposals for 66 new AC and DC electric golf carts, 2 gas-powered Ranger carts, 2 gas-powered beverage carts, and a gas-powered driving range cart (ball picker attachment not required) on a replacement basis every four years. The highest amp hour batteries are preferred. This solicitation includes the trade in of the existing 74 cart fleet as well as 2 gas-powered Ranger carts, 2 gas-powered beverage carts, and a gas-powered driving range cart.

These carts should include, but are not limited to: 4 year warranty and 4 year battery warranty on AMP hours, discount pricing on parts/ labor and service call fees (if needed), 2 extra battery chargers, 2 extra windshields and 2 extra bag covers.

Each cart must be numbered, come with sandbuckets, storage baskets, rain bag covers, divot storage and windshields.

~~Vendor to provide 20 loaner carts for Ironwood's use starting from the executed contract until the course is closed down for fairway renovations, anticipated to occur in May 2016.~~

The City of Gainesville strongly prefers to take delivery of the entire fleet of new carts no later than December 15, 2015; however, proposals which provide for a delivery date that does not extend beyond January 8, 2016 will still be taken into consideration.

5. Section II(B) – SCOPE OF SERVICES (“MINIMUM REQUIREMENTS”): The third paragraph is hereby deleted, as this requirement will no longer apply in view of the change in Scope discussed previously.
6. In addition to the Non-Mandatory Pre-Proposal Conference, vendors may, after contacting Ironwood Golf Course Management in advance for approval, examine the current Ironwood Golf Course cart fleet on Tuesday, September 8th, between 1:00 p.m. and 5:00 p.m., or on Wednesday, September 9th, between 9:00 a.m. and 5:00 p.m. No other opportunities outside these times will be afforded to view the current cart fleet. Golf course staff will not be available to answer questions. Any questions must be submitted in writing to Doug Drymon, Senior Buyer, on or before the deadline for questions given in Item 1 above. Vendors should carefully review and observe the black out period definitions which are attached.


Following are answers/clarifications to questions received as of the date of this Addendum's issuance:

7. Question: There is an anticipated executed contract date of January 2016 but not a projected delivery date for the golf cars and utilities to be delivered to the course.
Answer: Vendors should include within their proposals the earliest practicable date when delivery of the fleet of new golf carts, as well as the 2 gas-powered Ranger carts, the 2 gas-powered beverage carts, and the gas-powered driving range cart can take place. **Please note, however, the delivery time-lines that are discussed in Item 4 above.**
8. Question: There is a note on the web site that says "Vendor to provide 20 loaner carts for Ironwood's use starting from the executed contract until the course is closed down for fairway renovations, anticipated to occur in May 2016."
 - a. Please advise if this is a onetime need?
 - b. Please advise if these need to be electric or gas or is either good?Answer: This requirement is no longer in effect, and should be disregarded in the vendor's proposal.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: E-2-Go Division of Textron
BY: ERIC KESTER 
DATE: 9/14/15

CITY OF _____ FINANCIAL SERVICES
GAINESVILLE PROCEDURES MANUAL

41-424 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for proposal or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

ADDENDUM NO. 2



Date: September 8, 2015

Proposal Due Date: September 16, 2015
at 3:00 P.M. (Local Time)

Proposal Name: **Purchase of a New Fleet of Golf Carts for
Ironwood Golf Course**

Proposal No.: PRCA-160005-DD

NOTE: This Addendum has been issued only to the holders of record of the specifications and to the attendees of the non-mandatory pre-proposal conference held on September 8, 2015.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 12:00 p.m. (noon) local time, September 10, 2015. Questions may be submitted as follows:

Email: drymonjd@cityofgainesville.org
or
Faxed (352) 334-3163
Attention: Doug Drymon, Senior Buyer

2. Please find attached:

- a) Copy of the black out period definitions (Financial Procedures Manual Section 41-424 Prohibition of lobbying in procurement matters) distributed during mandatory pre-proposal meeting.
- b) Copy of the Pre-Proposal Conference Sign-in Sheet.
- c) Photos of the two beverage carts the City intends to replace.

3. Doug Drymon, Senior Buyer with the City Purchasing Division, discussed proposal requirements.

- a. Sign-in Sheet is circulating.
 - i. Submitted proposal to match business name as signed in at pre-proposal.
- b. Proposals are to be received by the Purchasing office no later than 3:00 p.m. (local time) on September 16, 2015. Any proposals received after 3:00 p.m. on that date will not be accepted.
- c. Send questions in writing to Doug Drymon via email or fax.
 - i. Questions submitted after the stated deadline will not be addressed.
 - ii. All communication is to be conducted solely through Doug Drymon or the Central Purchasing Office in his absence. Communication with other City staff or officials will result in the proposer being disqualified.
- d. Discussed proposal due date, time and delivery location.
 - i. Deliver (or have delivered) to the Purchasing Division office by 3PM on September 16, 2015. Address is: Rm 339, City Hall, 200 E. University Avenue, Gainesville, FL 32601.

- e. Various forms (i.e. Tabulation of Subcontractor and Material Suppliers) are to be completed and returned with your proposal.
 - i. Sign, date and return all Addenda with proposal.
 - f. Doug Drymon brought to everyone's attention that among the changes to the RFP discussed in Addendum #1 was the City's intention to take delivery of the entire fleet of new golf carts by December 15, 2015 if possible, but no later than January 8, 2016 under any circumstance. He noted additionally that the City would not need loaner carts as originally advertised in the RFP.
4. Jeff Cardozo, Ironwood Golf Course Manager, commented that the City has 14 golf carts remaining in its fleet which were purchased as far back as 2003. Of these 14, seven (7) are still running.


Following are answers/clarifications to questions received prior to and at the pre-proposal conference:

5. Question: When would the City like to see a demonstration of the carts that vendors would like to offer as part of their proposal?
Answer: It was decided that vendors may call Jeff Cardozo, Ironwood Golf Course Manager, to schedule a time on either September 14, 15 or 16 in the morning (only) to arrange a time to bring one or two of their company's carts by the golf course to give the Mr. Cardozo and his Evaluation Team the opportunity to see the carts and test-drive them, if they wish to do so. However, this is not a mandatory requirement of vendors.
6. Question: Is the term "sandbuckets" used in the RFP a reference to divot storage?
Answer: Yes.
7. Question: How would the City like the presentation of AC and DC carts to be handled in the proposal?
Answer: Vendors should include AC-equipped carts on one page, and DC-equipped carts on a second, separate page of their proposal.
8. Question: Does the City have any preference as to which size or sizes of beverage cart it wants to purchase in the new fleet of carts?
Answer: The City would like to purchase two beverage carts that are similar in size to the smaller of its current two beverage carts. (The smaller cart is the one shown in the photo which has E-Z-Go clearly visible on the side of the cart.)
9. Question: The current fleet of golf cars has a Single point filling system on the batteries and it isn't listed as a requested accessory on the new fleet. Is this something that should be one of the accessories listed on the new cars?
Answer: A single point filling system on the batteries would be very nice to have, and would be the City's preference; however, it is not one of the Technical Specifications listed within the RFP which comprise the minimum standards a vendor's proposal must meet in order to be considered.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: E-Z-GO Division of Textron
BY: ERIC KEISTER 
DATE: 9/14/15

CITY OF _____ FINANCIAL SERVICES
GAINESVILLE PROCEDURES MANUAL

41-424 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for proposal or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

CITY OF GAINESVILLE
 GENERAL GOVERNMENT PURCHASING DIVISION
 NON-MANDATORY PRE-PROPOSAL CONFERENCE
 - REQUEST FOR PROPOSAL -

Purchase of a New Fleet of Golf Carts for Ironwood Golf Course
 DATE: September 8, 2015 @ 9:00 AM LOCAL TIME
 Ironwood Golf Course Clubhouse
 BID #PRCA-160005-DD
 DUE DATE: September 16, 2015, AT 3:00PM

YOUR COMPANY'S NAME, ADDRESS &
 PHONE NUMBER


YOUR SIGNATURE, PRINTED NAME,
 EMAIL ADDRESS & FAX NUMBER

1) E-2-60 division of TEXTRON.
6962 NE 61 Ave. Rd.
Silvers Springs, FL 34408
 PHONE # (904) 254-4178




 SIGNATURE
ERIC KEISTER
 PRINTED NAME
 E-MAIL: ekeister@textron.com
 FAX # (706) 772-6227

2) YAMAHA GOLF-CAR COMPANY
1 CLEMENS COURT
PALM COAST, FL 32137
 PHONE # (813) 777-8133




 SIGNATURE
PAUL MEYER
 PRINTED NAME
 E-MAIL: pmeyer@ymmc.yamaha-motor.com
 FAX # (352) 240-7484

3) _____
City of Gainesville
Purchasing Division
 PHONE # (____) _____



 SIGNATURE
Doug Dryum
 PRINTED NAME
 E-MAIL: dryumd@cityofgainesville.org
 FAX # (____) _____

4) IRONWOOD G.C.
CITY OF GAINESVILLE PRCA
 PHONE # (352) 393-8502



 SIGNATURE
JEFF CARDOZO
 PRINTED NAME
 E-MAIL: CARDOZOJM@CITYOFGAINESVILLE.ORG
 FAX # (352) 334-3107

5) _____

 PHONE # (____) _____

 SIGNATURE

 PRINTED NAME
 E-MAIL: _____
 FAX # (____) _____







9-16-15

Jeff Cardozo
 Ironwood GC
 2100 NE 39th AVE
 Gainesville, FLORIDA 32609

Dear Mr. Cardozo,

E-Z-GO® is honored to prepare this exclusive proposal for Ironwood GC and its members. Since 1954, E-Z-GO has pioneered the golf car industry with its innovative, reliable and durable vehicles. E-Z-GO is committed to providing its customers with vehicle solutions that exceed expectations and perform to the demands of their facilities.

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

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

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

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

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at Ironwood GC.

With sincere appreciation,

Eric Keister
 Sr. Sales Rep
 T: (904) 254-4178 · F: (706) 772-6227
 ekeister@textron.com





September 16, 2015



A Textron Company



CUSHMAN
A Textron Company

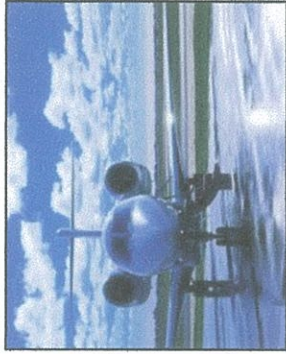
TEXTRON
SPECIALIZED VEHICLES

Textron, Inc.

BEI
Helicopter



TEXTRON AVIATION



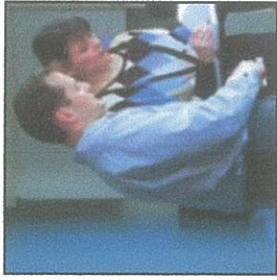
Industrial



TEXTRON Systems



TEXTRON FINANCIAL™



Cessna
Beechcraft
Hawker

TEXTRON
SPECIALIZED VEHICLES
TEXTRON
TOOLS & TEST
JACOBSEN
KALUTEX
A Textron Company

Publicly Traded (NYSE: TXT)
\$13.9B Multi-Industry Company

Over 35,000 Employees

Headquarters in Providence Rhode Island
Operating in 25 Countries

2014 Fortune 500 Rank: 228

EZGO

BAB BOY
AMERICA

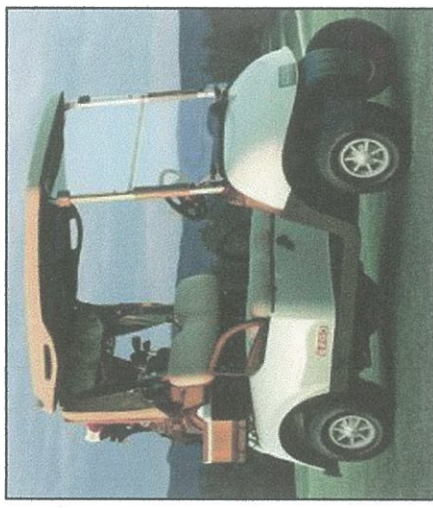
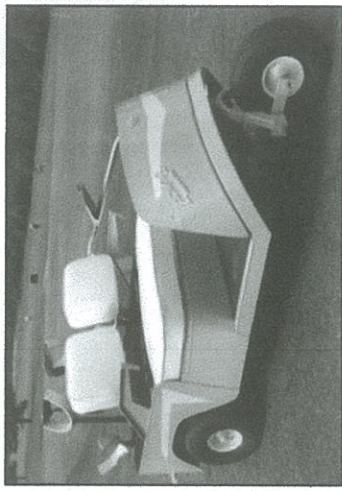
C CUSHMAN

TUG

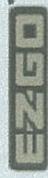
DOUGLAS



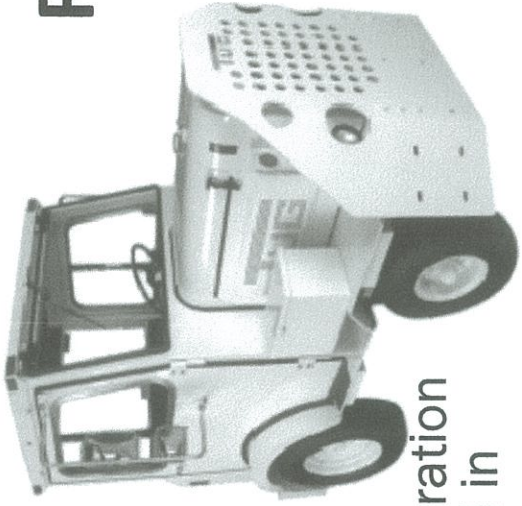
- Founded in Augusta, Georgia in 1954 by brothers Billy and Beverly Dolan
- Acquired by **Textron** in 1960 – Oldest Textron Company
- 1400+ full time employees; additional “flex” labor force as needed
- 750,000+ sq. ft. headquarters and manufacturing campus
- More than 50 different models sold across several B2B and consumer markets
- First company to receive Shingo Prize for Operational Excellence at enterprise level
- Named one of top 10 plants in North America in 2009 by *Industry Week* magazine



- 750,000 square feet, over five main buildings
- Four major manufacturing lines and fabrication shop
- Global logistics and shipping operations
- Largest network of sales and service support
- E-Z-GO is the car of choice at 16 of the top 30 courses in the United States.
- Vehicle of choice with 10 of the largest management companies in the US
- The E-Z-GO product line features many technologies pioneered by E-Z-GO, such as:
 - Solid State Energy Control
 - Regenerative Braking
 - On board diagnostics
 - AC Drive with auto-braking
 - First 72-volt AC Electric Utility Vehicle



RECENT EXPANSION



- MillenWorks 2014
- TUG Technologies Corporation acquired 2014— located in Kennesaw, GA
- Acquired Textron Motors, December 2014 — headquartered in Markdorf, Germany
- Acquired Douglas Equipment, December 2014—headquartered in Cheltenham, UK



TEXTRON MOTORS™



OUR BRANDS

Golf

Consumer



- Pioneer in 4x4 electric vehicles
- Appeal to hunters/outdoor recreation
- E-Z-GO acquired brand and product in 2010



- Renowned for fleet golf cars
- Also known for consumer lifestyle vehicles across multiple segments (personal golf cars, LSVs, PTVs)
- Founded in 1954

Commercial



CUSHMAN



- Leader in material carriers/personnel transports/utility vehicles
- 113-year-old brand with extensive history
- Acquired by Textron in 1998

Ground Support



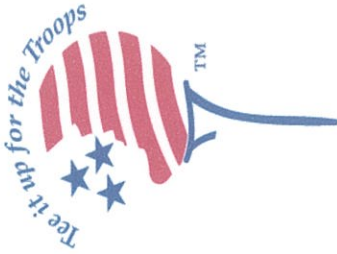
DOUGLAS



- Established Ground Support Equipment (GSE) companies
- TUG is top GSE manufacturer by unit volume
- E-Z-GO acquired brands, products in 2014



COMMITTED TO GROWING THE GAME



The Club Foundation®



TEXTRON
SPECIALIZED VEHICLES

THE COMPANY WE KEEP



CLUBCORP®

DL3

LOVE GOLF MANAGEMENT



2015 Golf Digest Top 40 Golf Courses

<u>Current Rank</u>	<u>Golf Course Name</u>	<u>City</u>	<u>State</u>	<u>Make of Car</u>	<u>Model</u>
1		Augusta	GA	E-Z-GO	TXT
3	Cypress Point Club	Pebble Beach	CA	E-Z-GO	RXV
6	Oakmont Country Club	Oakmont	PA	E-Z-GO	RXV
7	Pebble Beach Golf Links	Pebble Beach	CA	E-Z-GO	RXV
8	National Golf Links of America	Southampton	NY	E-Z-GO	TXT
11	Sand Hills Golf Club	Mullen	NE	E-Z-GO	Freedom RXV
12	Seminole Golf Club	Juno Beach	FL	E-Z-GO	RXV
15	Muirfield Village Golf Club	Dublin	OH	E-Z-GO	TXT
18	Pacific Dunes	Bandon	OR	E-Z-GO	RXV
19	The Country Club Clyde/Squirrel	Chestnut Hill	MA	E-Z-GO	RXV
21	Wade Hampton	Cashiers	NC	E-Z-GO	Freedom RXV
22	Whistling Straits	Haven	WS	E-Z-GO	RXV
25	Prairie Dunes Country Club	Hutchinson	KS	E-Z-GO	RXV
27	The Alotian Club	Roland	AK	E-Z-GO	Freedom TXT
28	Pinehurst Resort #2	Pinehurst	NC	E-Z-GO	TXT
29	Southern Hills Country Club	Tulsa	OK	E-Z-GO	Freedom TXT
31	The Honors Course	Ooltewah	TN	E-Z-GO	TXT
34	Peachtree Golf Club	Atlanta	GA	E-Z-GO	RXV
35	San Francisco Golf Club	San Francisco	CA	E-Z-GO	RXV
37	Bandon Dunes	Bandon	OR	E-Z-GO	RXV
40	Castle Pines Golf Club	Castle Rock	CO	E-Z-GO	RXV



Who Has What Statewide?

RXV	TXT
Streamsong	Isla Del Sol
TPC Prestancia	Avila
TPC Prestancia	Palma Ceia
Seminole	Renaissance Vinoy
Bay Hill Club	Mountain Lake
Lost Tree Club	Old Memorial
Old Palm	The Bears Club
Royal Poinciana	Calusa Pines
Floridian National	Hideout Golf Club
Pablo Creek Club	Glen Kernan
Adena Golf & Country Club	Timuquana Country Club



14 of 20 Municipal Facilities in North Florida have E-Z-GO

Course	Car Type
Ironwood GC	TXT
Ocala Municipal GC	TXT
Pine Oaks GC	TXT
Florida State Seminole	RXV
Daytona Beach GC	TXT
New Smyrna Beach GC	TXT
Golf Club of Cypress Head	TXT
Cecil Field	TXT
Hilaman Park	TXT
Jake Gaither GC	TXT
Palatka GC	TXT
Windy Harbor	TXT
University Club	TXT
Jacksonville Beach GC	TXT





E-Z-GO in Your Area

- 48% of all Golf Courses in North Florida choose E-Z-GO
- 70% of all Municipal Courses in North Florida Choose E-Z-GO
- E-Z-GO Has the only State Wide Factory Direct Service Network.
- E-Z-GO Has recently added a second service manager in Florida.
- Gainesville's factory service technician lives in Northern Citrus County.
- Gainesville's Sales rep lives in Northern Marion County (25 Min away).
- The largest E-Z-GO Golf car dealer in Florida (Advantage Golf Car) has a branch in Gainesville.
- Advantage Golf Cars has its own rental fleet for large events.
- They have additional resources in Ocala & Wildwood.
- 7 of the 8 courses in or near Gainesville have E-Z-GO!

Ironwood Gainesville CC Grand Lake RV
Keystone Heights West End GC UF
Haile Plantation

There's a reason for this much success. We are the best at what we do!



TEXTRON
SPECIALIZED VEHICLES



TXT

RXV

DC

AC

Choices

Power

Power



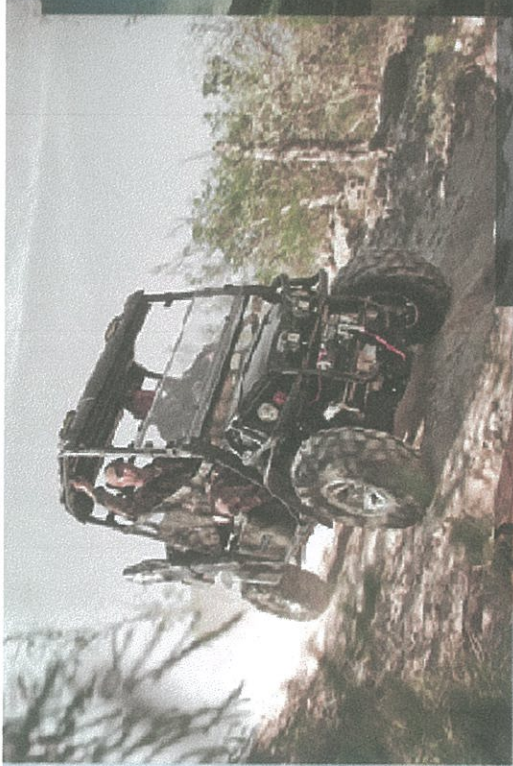
EZGO

BAD BOY
VEHICLES

C CUSHMAN

TUG

DOUGLAS



ELECTRIC COMPETITIVE GOLF CAR ASSESSMENT

Conducted by: E-Z-Go Test Department

06/26/2015



CUSHMAN



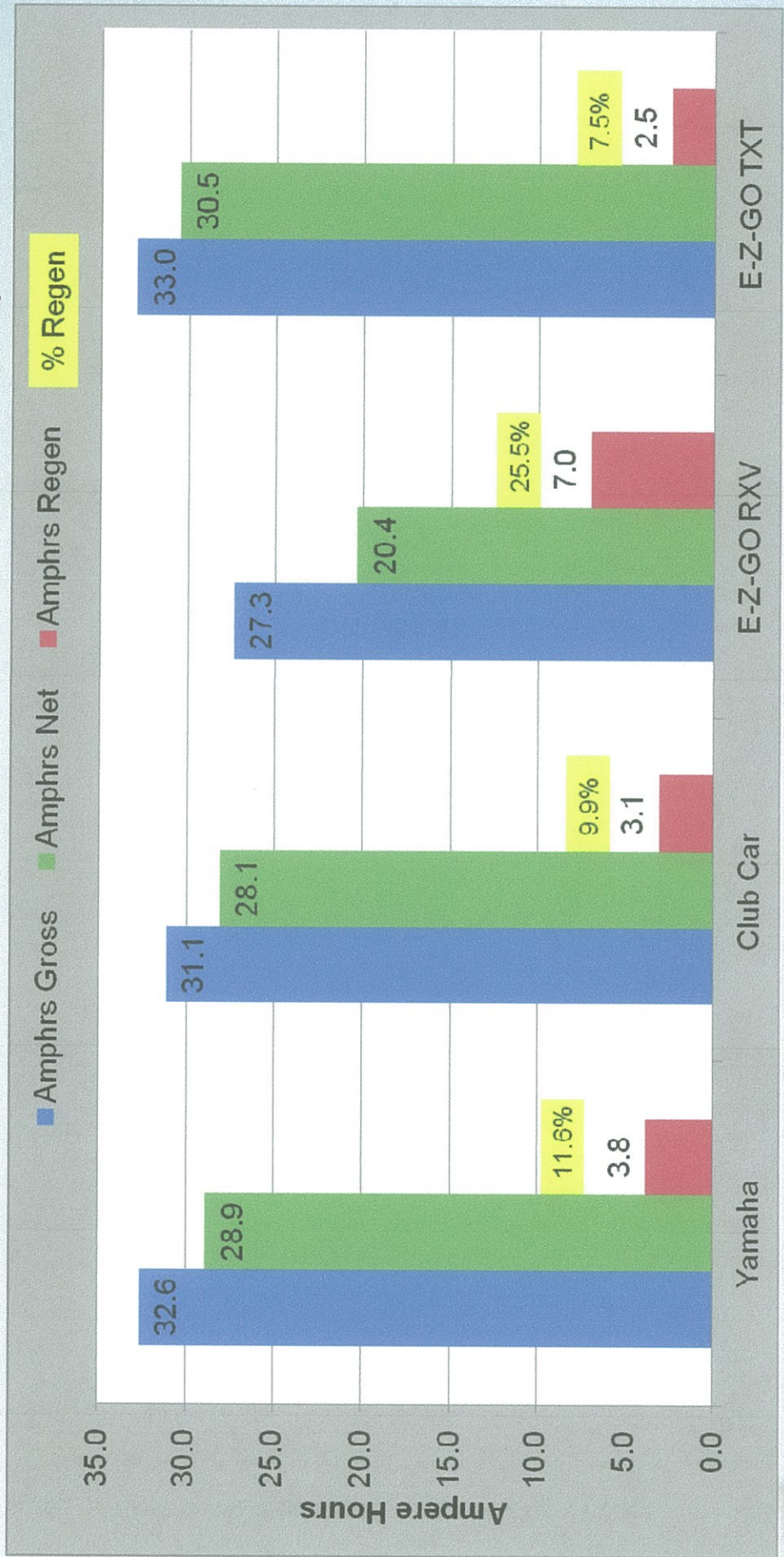
TEST CAR CONFIGURATIONS

- EZGO TXT DC 48 Volt, 8V Trojan
 - SC-48 charger
- EZGO RXV AC 48 Volt, 12V US Battery
 - SC-48 charger
- Club Car Precedent DC 48 Volt, 8V PD Plus+
 - ERIC charger
- Yamaha AC Drive 48 Volt, 8V Trojan
 - Standard charger



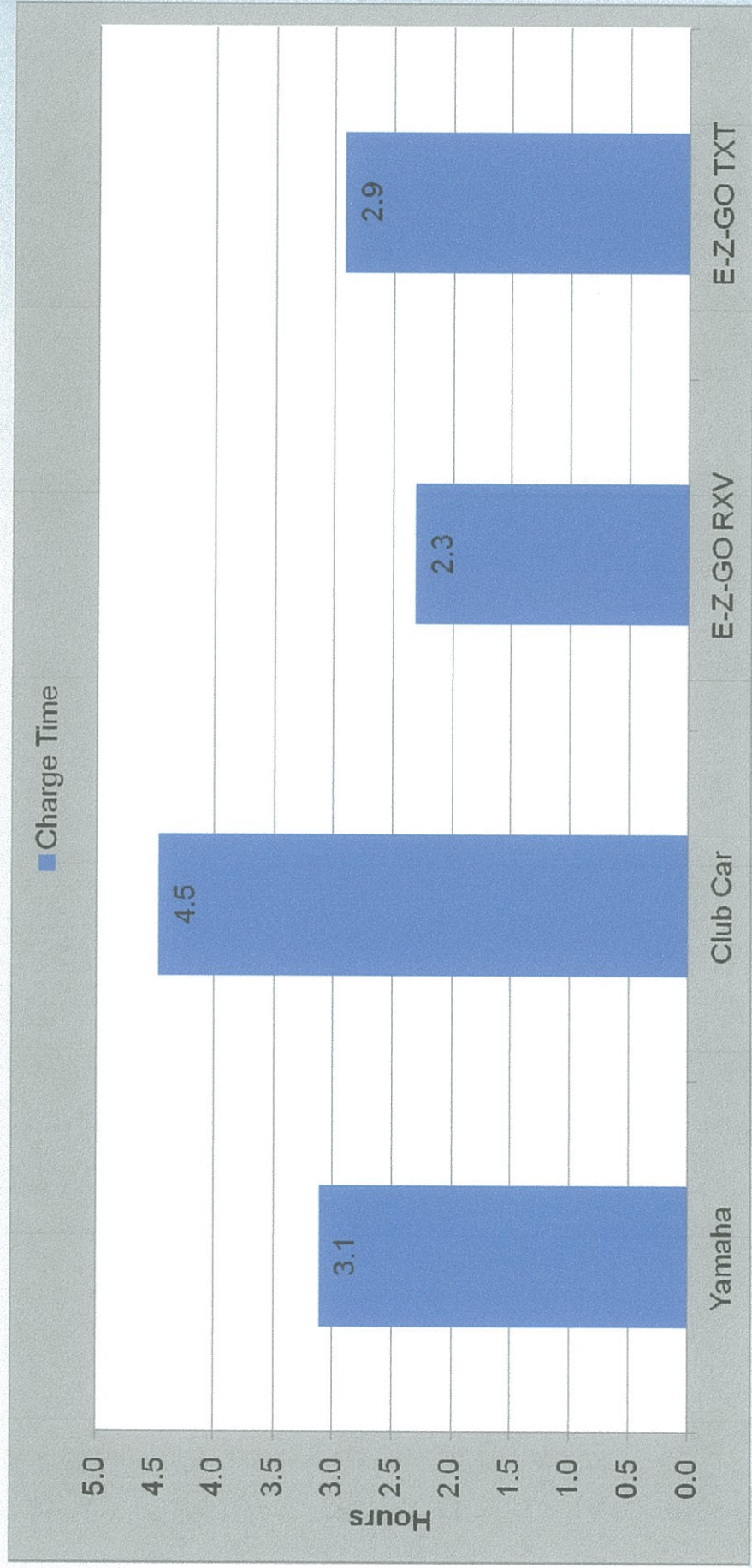
ENERGY USAGE: A-H

Mount Vintage Golf Club – Independent Nine (2X) Approximately 7.2 Miles



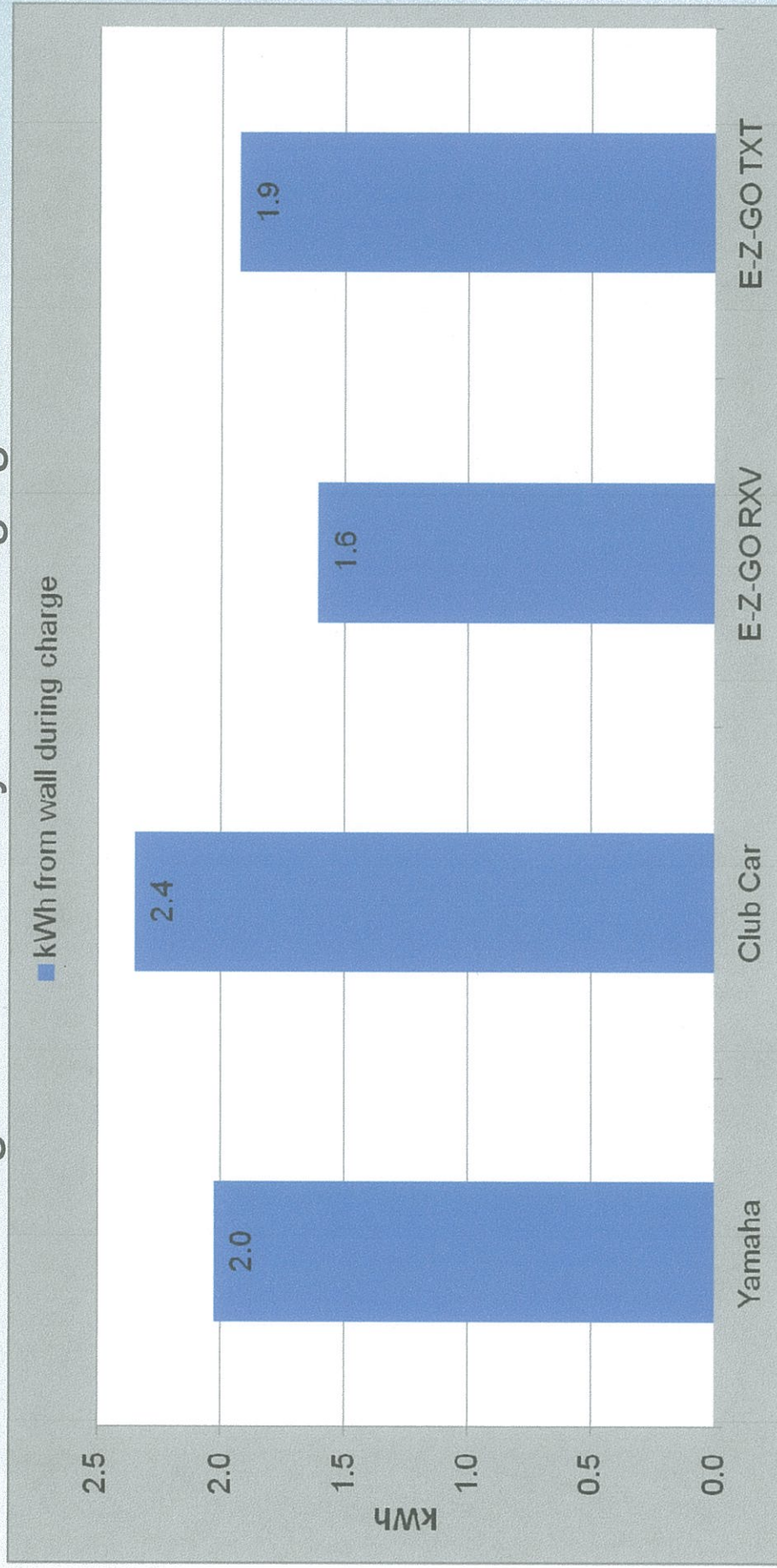
CHARGE TIMES

Values Averaged From 5 Days of Charging after 18 Holes



ENERGY USAGE FROM WALL

Values Averaged From 5 Days of Charging after 18 Holes



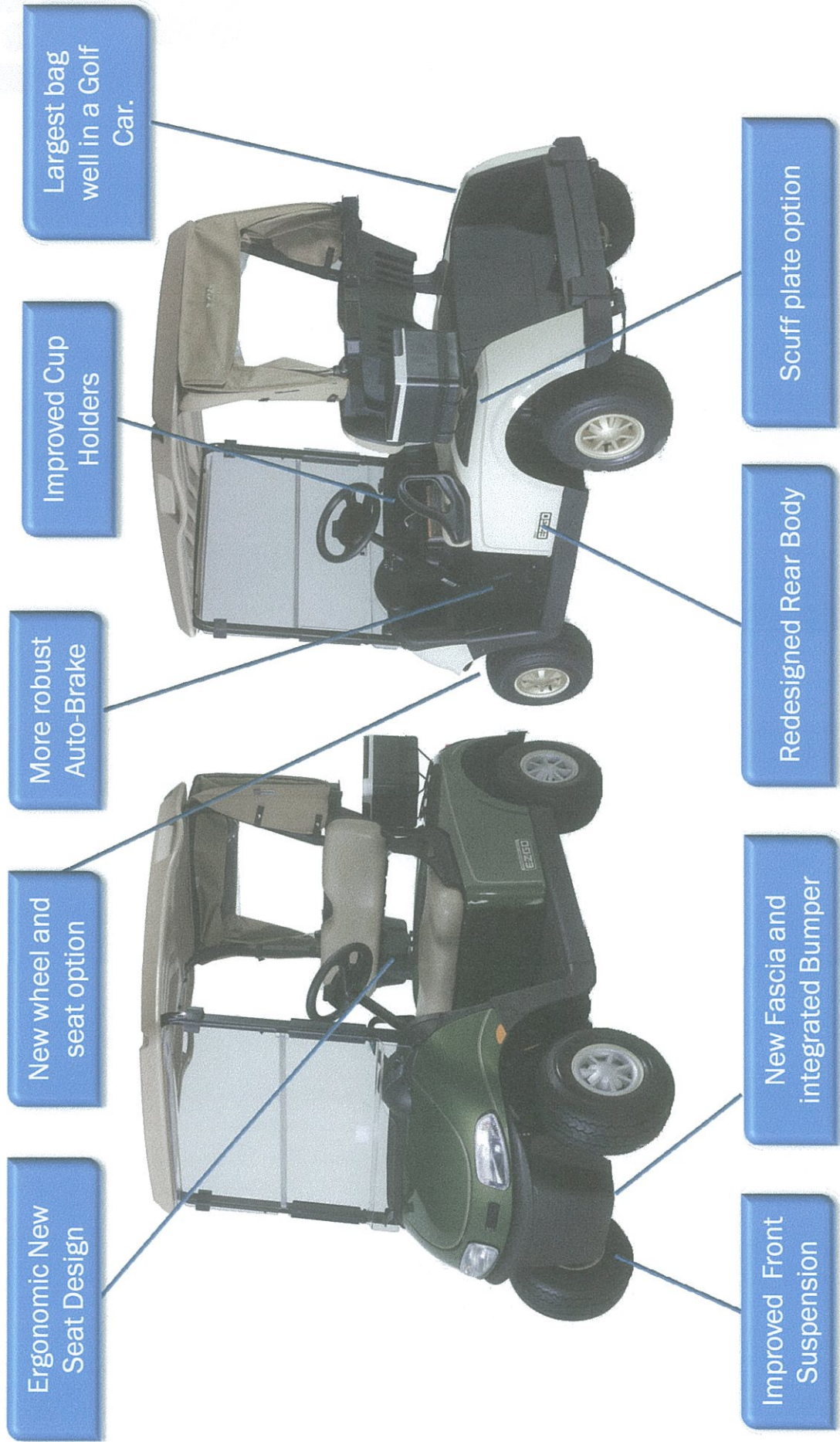
SUMMARY

- The E-Z-GO RXV is the leader in every category from an efficiency standpoint.
 - Least amount of Amp hours used
 - Least amount of time to re-charge
 - Lowest kWh cost to re-charge
 - Over 2x the amount of regen capability
- The TXT is on par or ahead of the competition's DC and AC products from an efficiency standpoint. (Not tested this time was the Yamaha DC car. However their AC car performed 18% better overall than previous testing done on their DC car.)
- Any way you look at it, E-Z-GO provides you the best "Green friendly" options with lower operational costs.



The Updated & Improved RXV

Product Launch





A Textron Company

Overview Comparison of Fleet Options



A Textron Company

Option # 1 TXT DC Powered Fleet cars					
Model Year	Car Type	Purpose	Quantity	Cost	Total
2016	TXT DC Electric	Fleet cars	66	\$ 3,970.00	\$ 262,020.00
2016	TXT Gas Freedom	Ranger Cars	2	\$ 4,240.00	\$ 8,480.00
2016	Cushman 1200	Beverage Cars	2	\$ 8,990.00	\$ 17,980.00
2016	Cushman X 800 Gas	Range Picker	1	\$ 8,990.00	\$ 8,990.00
2003	TXT Fleet	Running Fleet Car Trade	7	\$ (600.00)	\$ (4,200.00)
2003	TXT Fleet	Non- Running Fleet Car Trade	7	\$ (200.00)	\$ (1,400.00)
2011	TXT Gas Freedom	Ranger car Trade	2	\$ (2,300.00)	\$ (4,600.00)
2011	TXT Electric	Fleet Car Trade	20	\$ (1,900.00)	\$ (38,000.00)
2013	TXT Electric	Fleet Car Trade	20	\$ (2,300.00)	\$ (46,000.00)
2014	TXT Fleet	Fleet Car Trade	20	\$ (2,600.00)	\$ (52,000.00)
2011	800 Gas Utility	Range Picker	1	\$ (2,300.00)	\$ (2,300.00)
2011	1200 Gas utility	Beverage Car	1	\$ (2,300.00)	\$ (2,300.00)
2003	1200 Refresher	Beverage Car	1	\$ (700.00)	\$ (700.00)
Net Total Spent Opt #1					\$ 145,970.00

Option # 2 TXT DC Powered Fleet cars with upgraded batteries.					
Model Year	Car Type	Purpose	Quantity	Cost	Total
2016	TXT DC Electric	Fleet cars	66	\$ 4,145.00	\$ 273,570.00
2016	TXT Gas Freedom	Ranger Cars	2	\$ 4,240.00	\$ 8,480.00
2016	Cushman 1200	Beverage Cars	2	\$ 8,990.00	\$ 17,980.00
2016	Cushman X 800 Gas	Range Picker	1	\$ 8,990.00	\$ 8,990.00
2003	TXT Fleet	Running Fleet Car Trade	7	\$ (600.00)	\$ (4,200.00)
2003	TXT Fleet	Non- Running Fleet Car Trade	7	\$ (200.00)	\$ (1,400.00)
2011	TXT Gas Freedom	Ranger car Trade	2	\$ (2,300.00)	\$ (4,600.00)
2011	TXT Electric	Fleet Car Trade	20	\$ (1,900.00)	\$ (38,000.00)
2013	TXT Electric	Fleet Car Trade	20	\$ (2,300.00)	\$ (46,000.00)
2014	TXT Fleet	Fleet Car Trade	20	\$ (2,600.00)	\$ (52,000.00)
2011	800 Gas Utility	Range Picker	1	\$ (2,300.00)	\$ (2,300.00)
2011	1200 Gas utility	Beverage Car	1	\$ (2,300.00)	\$ (2,300.00)
2003	1200 Refresher	Beverage Car	1	\$ (700.00)	\$ (700.00)
Net Total Spent Opt # 2					\$ 157,520.00

Option # 3 RXV AC Powered Fleet cars					
Model Year	Car Type	Purpose	Quantity	Cost	Total
2016	RXV AC Electric	Fleet cars	66	\$ 4,320.00	\$ 285,120.00
2016	TXT Gas Freedom	Ranger Cars	2	\$ 4,240.00	\$ 8,480.00
2016	Cushman 1200	Beverage Cars	2	\$ 8,990.00	\$ 17,980.00
2016	Cushman X 800 Gas	Range Picker	1	\$ 8,990.00	\$ 8,990.00
2003	TXT Fleet	Running Fleet Car Trade	7	\$ (600.00)	\$ (4,200.00)
2003	TXT Fleet	Non- Running Fleet Car Trade	7	\$ (200.00)	\$ (1,400.00)
2011	TXT Gas Freedom	Ranger car Trade	2	\$ (2,300.00)	\$ (4,600.00)
2011	TXT Electric	Fleet Car Trade	20	\$ (1,900.00)	\$ (38,000.00)
2013	TXT Electric	Fleet Car Trade	20	\$ (2,300.00)	\$ (46,000.00)
2014	TXT Fleet	Fleet Car Trade	20	\$ (2,600.00)	\$ (52,000.00)
2011	800 Gas Utility	Range Picker	1	\$ (2,300.00)	\$ (2,300.00)
2011	1200 Gas utility	Beverage Car	1	\$ (2,300.00)	\$ (2,300.00)
2003	1200 Refresher	Beverage Car	1	\$ (700.00)	\$ (700.00)
Net Total Spent Opt # 3					\$ 169,070.00

* The City of Gainesville has the option to remove \$1,450 from any of the above net totals if it chooses to retain the current beverage insert and not order a new beverage insert for one of the two Cushman 1200's.

** Option # 2 includes the Trojan Traveler series batteries that have a 30,000 amp hour warranty.



TXT® Vehicles

TIME-TESTED PERFORMANCE. PROVEN INNOVATION

For almost 20 years the E-Z-GO® TXT golf car has been the industry standard. Now, the standard has been refined. The redesigned TXT has been reengineered to better meet the demands of your operation and deliver a superior experience for your customers.

Below are just a few of the TXT's features that will add value to your facility:

Proven Dependability

- Best-in-class 48V DC electric or 13.5-hp gas drivetrain
- Customizable TruCourse™ Technology
- Industry leading battery warranty options
- Fade-resistant automotive quality paint
- Durable TPO-construction body

Features Customers Notice

- Oversized bagwell
- Larger seatbacks provide 23% more support
- Expanded in-dash storage offers 30% more space
- Wider, taller cupholders hold 44% more volume
- Repositioned ball holders for easy reach
- Convenient USB port (optional)

Smart Design

- Updated, modern styling
- Simplified F-N-R control for easier operation
- Stronger, redesigned hip restraints
- Sun canopy with unique drip edge and
- 25% stronger struts
- Battery fill system simplifies maintenance (optional)
- Steel reinforced front and rear bumpers
- The Freedom TXT offers all the features of the TXT along with headlights, taillights and an array of options.

Pricing

9-16-15

Ironwood GC

QTY	MODEL	YEAR	TERMS	PRICE	EXTENDED PRICE
66	TXT 48V	2016	Net 30 Days	\$3,970.00	\$262,020.00
2	TXT Gas Freedom	2016	Net 30 Days	\$4,240.00	\$8,480.00
2	Hauler 1200 Beverage	2016	Net 30 Days	\$8,990.00	\$17,980.00
1	Hauler 800 Picker	2016	Net 30 Days	\$8,990.00	\$8,990.00

INCLUDED ACCESSORIES			
Color: 8 options	Silver or Gold Hub Caps	Single Point Watering System	Parts Package
Sand Bottle (1)	Sand Bucket (1)	Message Holder	Sun Canopy Top (Tan, Black or
Windshield Fold-Down	Custom Logo	# Decal (2 per car)	

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

TRADE INFORMATION

MANUFACTURER	QTY	MODEL	YEAR	TRADE AMOUNT
E-Z-GO	20	TXT 48	2014	\$1,900.00
E-Z-GO	20	TXT 48	2013	\$2,300.00
E-Z-GO	20	TXT 48	2011	\$2,600.00
E-Z-GO	7	TXT 36 Volt Running	2003	\$600.00
E-Z-GO	7	TXT 36 Volt Non-	2003	\$200.00
E-Z-GO	2	TXT Freedom Gas	2011	\$2,300.00
E-Z-GO	1	Hauler 800 Picker	2011	\$2,300.00
E-Z-GO	1	MPT 1200 G	2011	\$2,300.00
E-Z-GO	1	Refresher 1200	2003	\$700.00

PURCHASE PROGRAM DETAILS

Trade value per car: **\$1,900.00, \$2,300.00, \$2,600.00, \$600.00, \$200.00**; *Trade Value* **\$151,500.00**
 Trade amount used to net down lease payment or purchase price: **\$151,500.00** Trade value returned as cash:

SPECIAL CONSIDERATIONS

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. Ironwood GC must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing.

E-Z-GO will provide (2) additional Split Windshields, 48 Volt Chargers & Club Covers with this delivery.

E-Z-GO will provide the City of Gainesville (Ironwood Golf Course) a 20% discount on all future parts orders.

With a PO from the City prior to Oct 30, delivery will be before the end of the year.

NOTE: Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval.

Ironwood GC

Accepted by: _____

Title: _____

Date: _____

E-Z-GO Division of Textron Inc.

Accepted by: *[Signature]*

Title: *Senior Sales Representative*

Date: *9/14/15*



A Textron Company



CUSHMAN
LET'S WORK.

Pricing

9-16-15

Ironwood GC

QTY	MODEL	YEAR	TERMS	PRICE	EXTENDED PRICE
66	TXT 48V Upgrade	2016	Net 30 Days	\$4,145.00	\$273,570.00
2	TXT Gas Freedom	2016	Net 30 Days	\$4,240.00	\$8,480.00
2	Hauler 1200 Beverage	2016	Net 30 Days	\$8,990.00	\$17,980.00
1	Hauler 800 Picker	2016	Net 30 Days	\$8,990.00	\$8,990.00

INCLUDED ACCESSORIES			
Color: 8 options	Silver or Gold Hub Caps	Single Point Watering System	Parts Package
Sand Bottle (1)	Sand Bucket (1)	Message Holder	Top (Tan, Black or White)
Windshield Fold-Down	Custom Logo	# Decal (2 per car)	

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

TRADE INFORMATION

MANUFACTURER	QTY	MODEL	YEAR	TRADE AMOUNT
E-Z-GO	20	TXT 48	2014	\$1,900.00
E-Z-GO	20	TXT 48	2013	\$2,300.00
E-Z-GO	20	TXT 48	2011	\$2,600.00
E-Z-GO	7	TXT 36 Running	2003	\$600.00
E-Z-GO	7	TXT 36 Non- Running	2003	\$200.00
E-Z-GO	2	TXT Freedom Gas	2011	\$2,300.00
E-Z-GO	1	Hauler 800 Picker	2011	\$2,300.00
E-Z-GO	1	MPT 1200 G	2011	\$2,300.00
E-Z-GO	1	Refresher 1200	2003	\$700.00

PURCHASE PROGRAM DETAILS

Trade value per car: **\$1,900.00, \$2,300.00, \$2,600.00, \$600.00, \$200.00** Total Trade Value: *Trade Value* **\$151,500.00**
 Trade amount used to net down lease payment or purchase price: **\$151,500.00** Trade value returned as cash:

SPECIAL CONSIDERATIONS

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. Ironwood GC must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing.

E-Z-GO will provide (2) additional Split Windshields, 48 Volt Chargers & Club Covers with this delivery

E-Z-GO will provide the City of Gainesville (Ironwood Golf Course) a 20% discount on all future parts orders.

E-Z-GO will agree to add the Trojan Traveler batteries to these 66 new fleet cars and include a 30,000 amp hour warranty as an upgrade to the standard 25,000 amp hour warranty. With a PO from the city prior to October 30, delivery will be before the end of the year.

NOTE: Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval.

Ironwood GC

Accepted by: _____

Title: _____

Date: _____

E-Z-GO Division of Textron Inc.

Accepted by: *[Signature]*

Title: *Senior Sales Rep*

Date: *9/14/15*



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RXV® Vehicles GAME-CHANGING INNOVATIONS.

Whether it's the electric model with innovative AC drive and full-time regenerative braking, or the gas-powered model with its best-in-class 13.5 hp Kawasaki engine, the RXV provides lasting operational savings.

Below are just a few of the RXV's features that will add value to your facility:

Leading Reliability

- Auto-braking and hill hold provide improved safety and minimizes risk of an accident
- Full time regenerative braking puts more energy back into the batteries for longer daily range and lower energy costs.
- Batteries and motor are optimally sized to provide increased power for added efficiency.
- Wrap around bumpers protect the vehicle from damage
- Automatic control – any course
- Independent front suspension
- No rust battery tray
- Durashield, fade resistant painted TPO bodies

Unique Experience

- Single point keyswitch control
- Auto locking park brake
- Larger sweater basket
- Limited slip differential for increased traction and power in slippery or wet conditions
- Superior hill climb

Operational AC Value

- Efficiency of AC drive system and brushless friction reduced motor allows for a smaller controller that generates more hill climbing power and longer range than DC models
- Highly efficient and advanced AC drive system provides 30% more energy efficiency
- Superior battery life/warranty
- 100% motor braking
- Faster, more efficient charging with AC drive

Pricing

9-16-15

Ironwood GC

QTY	MODEL	YEAR	TERMS	PRICE	EXTENDED PRICE
66	RXV AC 48 Volt	2016	Net 30 Days	\$4,320.00	\$285,120.00
2	TXT Gas Freedom	2016	Net 30 Days	\$4,240.00	\$8,480.00
2	Hauler 1200 Beverage	2016	Net 30 Days	\$8,990.00	\$17,980.00
1	Hauler 800 Picker	2016	Net 30 Days	\$8,990.00	\$8,990.00

INCLUDED ACCESSORIES			
Color: 8 options	Silver or Gold Hub Caps	Single Point Watering System	Parts Package
Sand Bottle (1)	Sand Bucket (1)	Message Holder	Sun Canopy Top (Tan, Black or
Windshield Fold-Down	Custom Logo	# Decal (2 per car)	

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

TRADE INFORMATION

MANUFACTURER	QTY	MODEL	YEAR	TRADE AMOUNT
E-Z-GO	20	TXT 48	2014	\$1,900.00
E-Z-GO	20	TXT 48	2013	\$2,300.00
E-Z-GO	20	TXT 48	2011	\$2,600.00
E-Z-GO	7	TXT 36 Volt Running	2003	\$600.00
E-Z-GO	7	TXT 36 Volt Non-	2003	\$200.00
E-Z-GO	2	TXT Freedom Gas	2011	\$2,300.00
E-Z-GO	1	Hauler 800 Picker	2011	\$2,300.00
E-Z-GO	1	MPT 1200 G	2011	\$2,300.00
E-Z-GO	1	Refresher 1200	2003	\$700.00

PURCHASE PROGRAM DETAILS

Trade value per car: **\$1,900.00, \$2,300.00, \$2,600.00, \$600.00, \$200.00** *Trade Value = \$151,500.00*
 Trade amount used to net down lease payment or purchase price: **\$151,500.00** Trade value returned as cash:

SPECIAL CONSIDERATIONS

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. Ironwood GC must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing.

E-Z-GO will provide (2) additional Split Windshields, 48 Volt Chargers & Club Covers with this delivery.

E-Z-GO will provide the City of Gainesville (Ironwood Golf Course) a 20% discount on all future parts orders.

With a PO from the City prior to Oct 30, delivery will be before the end of the year.

NOTE: Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval.

Ironwood GC

Accepted by: _____

Title: _____

Date: _____

E-Z-GO Division of Textron Inc.

Accepted by: *Eight* _____

Title: *Senior Sales Representative* _____

Date: *9/14/15* _____



Limited Warranty Terms and Conditions - RXV and TXT Fleet Vehicles

The E-Z-GO Division of Textron Inc. ("Company") provides that any new Model Year 2016 E-Z-GO RXV Fleet and TXT Fleet gasoline or electric vehicle (the "Vehicles") and/or battery charger purchased from E-Z-GO, an E-Z-GO affiliate, or an authorized E-Z-GO dealer or distributor, or leased from a leasing company approved by E-Z-GO, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to E-Z-GO no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 years
MAJOR ELECTRONICS – Electric motor, solid state speed controller and battery charger	4 years
DEEP CYCLE BATTERY – TXT ELECTRIC MODELS: <ul style="list-style-type: none"> • Standard Battery • Standard Battery with optional water fill system 	Earlier of 4 years or 23,500 amp hours* Earlier of 4 years or 25,000 amp hours*
DEEP CYCLE BATTERY – RXV ELECTRIC MODELS:	Earlier of 4 years or 25,000 amp hours*
PEDAL GROUP - Pedal assemblies, brake assemblies, brake cables and motor brake	4 years
SEATS - Seat bottom, seat back and hip restraints	4 years
CANOPY SYSTEM - Canopy and canopy struts	4 years
POWERTRAIN – Gasoline engine, gasoline axle, engine air intake and exhaust system	4 years
POWERTRAIN – Electric axle	3 years
BODY GROUP – Front and rear cowls, side panels and instrument panel	3 years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, starter generator, voltage regulator, F&R switch, charger cord and charger receptacle	3 years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO, and all components not specified elsewhere	2 years
* Added electrical components not part of original Vehicle drive system equipment that consume equal to or more than .4 amps shall reduce the amp hour battery warranty by fifteen percent (15%). Added electrical components not part of original Vehicle drive system equipment that consume less than .4 amps shall reduce the amp hour battery warranty by ten percent (10%). See reverse for other battery warranty limitations, conditions and exceptions.	

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

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

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

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

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

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

E-Z-GO P/N 623505G16

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

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

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

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

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

DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

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

OTHER E-Z-GO RIGHTS:

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

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

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

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

E-Z-GO P/N 623505G16

Limited Warranty Terms and Conditions – Cushman Commercial / Turf Vehicles

The E-Z-GO Division of Textron Inc. ("Company") provides that any new Model Year 2016 Cushman Commercial/Turf 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"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Vehicle	Warranty Period
Cushman Commercial/Turf 4X2 Vehicles (Refresher, Shuttle, Hauler): <ul style="list-style-type: none"> • Frame • All other parts and components 	Lifetime 2 years
Cushman Commercial/Turf 4X4 Gasoline Vehicle (Hauler 4X4 Gasoline): <ul style="list-style-type: none"> • Frame • All other parts and components 	Lifetime 2 years
Cushman Commercial/Turf 4x4 Diesel Vehicles (Hauler 4x4 Diesel, Hauler 4x4 Diesel Crew) <ul style="list-style-type: none"> • Engine (crankcase, front gear case, valve cover pans and all related parts) • Drive train (transmission case, differentials, drive axles, external drive shafts, CVT drive housing and all related parts) • All other parts and components 	18 months 18 months 1 year
Cushman Haulster Vehicle:	1 year

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

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

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

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF 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;
- diesel powered Vehicles fueled or started with gasoline, starter fluid, ether or more than 5% biodiesel;
- 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 or diesel powered Vehicle without installation of a heavy duty 12V battery;
- adjustments are made to the injection pump fuel delivery system or CVT system; 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,

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO WWW.EZGO.COM OR 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.

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 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.smartmanual.biz>. 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.

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E-Z-GO P/N 646529G16-B