

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4132
ISSUE DATE: NOVEMBER 20, 2015

CONTRACT NO.: 130795
CONTRACT AMENDMENT NO.: SIX (6)
PAGE 1 of 1
SA
CONTRACT OFFICER: GILLIAN BUCCIARELLI

THIS CONTRACT IS AMENDED AS FOLLOWS:

GOLF, UTILITY, AND HOSPITALITY CARTS

1. Pursuant to Contract No. 130795, Special Terms and Conditions, Section 8, Price Adjustment, the City accepts the following Price Adjustments:
 1. Attachment A – EZGO_2016ConsumerPricing_RETAIL
 2. Attachment B – Retail Price Sheet – Refresher FS2
 3. Attachment C – 2016 Cushman Hauler 4x4 Diesel Series Retail
 4. Attachment D – 2016 Cushman Hauler 4x4 Gas Price Sheet Retail
 5. Attachment E – 2016 Cushman Haulers and Refreshers Retail
 6. Attachment F – 2016 Cushman Industrial Retail
 7. Attachment G – 2016Cushman LSV Retail
 8. Attachment H – 2016 Cushman Shuttle Series Retail
 9. Attachment I – BB 2016 Consumer RETAIL
 10. Attachment J – EZGO MSRP Sheet Sept15

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 23rd DAY OF November, 2015, AT TUCSON, ARIZONA.

[Signature]
Signature Date

Trusty McGaher Director, Compliance & Contracts
Typed Name and Title

E-Z-Go Division of Textron Inc.
Company Name

1451 Marvin Griffin Rd Augusta Ga 30906
Address

rmcgaher@textron.com
Email Address

Augusta Ga 30906
City State Zip

[Signature]
as Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
 P.O. BOX 27210, TUCSON, AZ 85726
 (520) 837-4137
 ISSUE DATE: SEPTEMBER 25, 2015

CONTRACT NO.: 130795
 CONTRACT AMENDMENT NO.: FIVE (5)
 PAGE 1 of 3
 SA
 CONTRACT OFFICER: JENN MYERS

THIS CONTRACT IS AMENDED AS FOLLOWS:

GOLF, UTILITY, AND HOSPITALITY CARTS

1. Pursuant to Contract No. 130795, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of January 1, 2016 through December 31, 2016.
2. Paragraph 20 of the Standard Terms and Conditions section is hereby replaced in its entirety with the following paragraph:

20. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54.4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

3. The following Insurance requirement is hereby added as Paragraph 11 of the Special Terms and Conditions:

INSURANCE:

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

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 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
 P.O. BOX 27210, TUCSON, AZ 85726
 (520) 837-4137
 ISSUE DATE: SEPTEMBER 25, 2015

CONTRACT NO.: 130795
 CONTRACT AMENDMENT NO.: FIVE (5)
 PAGE 2 of 3
 SA
 CONTRACT OFFICER: JENN MYERS

| COVERAGE | LIMITS OF LIABILITY |
|---|---------------------|
| I. Commercial General Liability: | |
| Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability | |
| Each Occurrence | \$1,000,000 |
| General Aggregate Per Project | \$2,000,000 |
| Products & Completed Operations Aggregate | \$2,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Blanket Contractual Liability | \$1,000,000 |
| II. Commercial Automobile Liability | |
| Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. | |
| Combined Single Limit | \$1,000,000 |
| III. Workers' Compensation (applicable to the State of Arizona)*¹ | |
| Per Occurrence | Statutory |
| Employer's Liability | \$1,000,000 |
| Disease Each Employee | \$1,000,000 |
| Disease Policy Limit | \$1,000,000 |

*¹ Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

- D. ADDITIONAL INSURANCE REQUIREMENTS:** All policies shall include, or be endorsed to include, the following provisions:
1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor.
 2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- E. NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.
- F. ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- G. VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of

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 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
 P.O. BOX 27210, TUCSON, AZ 85726
 (520) 837-4137
 ISSUE DATE: SEPTEMBER 25, 2015

CONTRACT NO.: 130795
 CONTRACT AMENDMENT NO.: FIVE (5)
 PAGE 3 of 3
 SA
 CONTRACT OFFICER: JENN MYERS

work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- H. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
 AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Nathaniel Gale 10-29-15
 Signature Date
Rusty McCahee, Dir. of Controls & Compliance
 Typed Name and Title
E-2-60 TELTRON
 Company Name
1451 MARVIN GRIFFIN Rd.
 Address
RMcCahee@teltron.com
 Email Address
Augusta, COA *30906*
 City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
 IS HEREBY EXECUTED THIS 3rd DAY
 OF November, 2015, AT TUCSON, ARIZONA.

Nathan Daon
 As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4137
ISSUE DATE: MARCH 25, 2015

CONTRACT NO: 130795
CONTRACT AMENDMENT NO. [REDACTED] **Four**
PAGE 1 of 1
SA

CONTRACT OFFICER: JENN MYERS

THIS CONTRACT IS AMENDED AS FOLLOWS:

GOLF, UTILITY, AND HOSPITALITY CARTS

- Special Terms and Conditions, Paragraph 8 shall hereby be replaced with the following:
 - 8. PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustments to EZGO's MSRP list after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension. The "percentage discount off" shall be applied to the current, effective MSRP list to determine the net price. EZGO shall submit current effective MSRP lists to the City for approval. Approval of the MSRP lists do not require an amendment to the contract. The date of the most recently approved MSRP list will be posted on the National IPA website located at http://nationalipa.org/e-z-go_documents.html.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 25th DAY OF March, 2015, AT TUCSON, ARIZONA.

Rusty McGhee 3/25/15
Signature Date

Rusty McGhee Director - Compliance & Contracts
Typed Name and Title

E-Z-Go Division of Textron Inc.
Company Name

1451 Marvin Griffin Road
Address

rmcghee@textron.com
Email Address

Augusta Ga 30906
City State Zip

Nathan Lane
As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4105
ISSUE DATE: OCTOBER 13, 2014

CONTRACT NO.: 130795
CONTRACT AMENDMENT NO.: ~~001~~ (3)
PAGE 1 of 1
SA
CONTRACT OFFICER: LLOYD WINDLE

THIS CONTRACT IS AMENDED AS FOLLOWS:

GOLF, UTILITY, AND HOSPITALITY CARTS

1. Pursuant to Contract No. 130795, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of January 1, 2015 through December 31, 2015.
2. The following sentence is hereby added to Paragraph 20 (Indemnification) of the Standard Terms and Conditions section:

"If Contractor or any of Contractor's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Contractor shall indemnify the City from and shall pay any assessed tax penalty."

3. Standard Terms and Conditions, Paragraph 21 shall hereby be replaced with the following:

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

The Contractor shall not be entitled to compensation in the form of salaries holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Paul McAd 10/22/14
Signature Date

Rusty McGhee Director/compliance & contracts
Typed Name and Title

E-2-Go Division of Tektron Inc.
Company Name

1451 Marvin Griffin Rd
Address

rmcgahee@tektron.com
Email Address

Augusta Ga 30906
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 30th DAY
OF October, 2014, AT TUCSON, ARIZONA.

Nathan Dean
As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR
TUCSON AZ 85726-72102

CONTRACT NO. 130795
CONTRACT AMENDMENT NO. 2
PAGE 1
CONTRACT OFFICER: LLOYD B. WINDLE II

THIS CONTRACT IS AMENDED AS FOLLOWS:

GOLF, UTILITY AND HOSPITALITY CARTS

The parties hereby agree to the following revisions for Contract #130795.

1. The following models have been discontinued by EZGO.
 - a. EZGO Terrain 1000 electric series.
 - b. Cushman Hauler 1000.
 - c. Cushman 1200XE.

2. The following model is added to the contract.
 - a. Cushman Hauler Pro Golf Utility Vehicle.
 - b. See attachment "Cushman Hauler Pro" for details.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 30th DAY OF October, 2014, AT TUCSON, ARIZONA.

Rusty McGahee 10/22/14
Signature Date

Rusty McGahee Director - Compliance & Contracts

E-2-GO Division A Textron Inc.
Company Name

1451 Marvin Griffin Rd
Address

Augusta Ge 30906
City State Zip

Nathan Darr

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

CONTRACT AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR
TUCSON AZ 85726-72102

CONTRACT NO. 130795
CONTRACT AMENDMENT NO. 1
PAGE 1
CONTRACT OFFICER: LLOYD B. WINDLE II

THIS CONTRACT IS AMENDED AS FOLLOWS:


GOLF, UTILITY AND HOSPITALITY CARTS

The parties hereby agree to the following revisions for Contract #130795.

1. Item #2 of the Sample Vehicle Specifications and Price Page are hereby replaced in their entirety with the following documents.
 - a. Price Page – Amendment No. 1 (2 pages)
 - b. Sample Vehicles Specifications – Amendment No. 1 (3 pages)

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.


CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.


 Signature _____ Date 7/24/14

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 4th DAY
OF August, 2014, AT TUCSON, ARIZONA.

E-2-GO Division of Textron Inc
 Company Name
1451 Marvin Griffin Road
 Address
Augusta Ga 30906
 City State Zip


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

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

REQUEST FOR PROPOSAL NO. «IFBNUMBER»

LLOYD B. WINDLE II, C.P.M., CPPB
PH: (520) 837-4105 FAX: (520) 791-4735

PRICE PAGE
AMENDMENT NO. 1

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

| ITEM# | DESCRIPTION | UNIT PRICE |
|-------|-------------|------------|
|-------|-------------|------------|

| | | |
|----|--|----------|
| 1. | Electric Powered Golf Vehicle, as per specifications | \$ _____ |
|----|--|----------|

MANUFACTURER AND MODEL NUMBER

| | | |
|----|--|------------|
| 2. | Gasoline Powered Golf Vehicle, as per specifications | \$ 4746.90 |
|----|--|------------|

E-2-60 614374601
MANUFACTURER AND MODEL NUMBER

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

REQUEST FOR PROPOSAL NO. «IFBNUMBER»

LLOYD B. WINDLE II, C.P.M., CPPB
PH: (520) 837-4105 FAX: (520) 791-4735

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

| ITEM# | DESCRIPTION | UNIT PRICE |
|-------|--|------------------|
| 2. | Equipment: Gasoline Powered Golf Vehicle Replacement Parts: | |
| | Drive Clutch <u>618684</u> PART/ITEM NUMBER | \$ <u>194.71</u> |
| | Starter/Generator <u>625715</u> PART/ITEM NUMBER | \$ <u>247.82</u> |
| | Battery <u>600497</u> PART/ITEM NUMBER | \$ <u>48.58</u> |
| | Brake Pads <u>612411 & 612412</u> PART/ITEM NUMBER | \$ <u>13.97</u> |
| | Front Axle <u>602513</u> PART/ITEM NUMBER | \$ <u>80.99</u> |
| | Steering Gear <u>70964601</u> PART/ITEM NUMBER | \$ <u>220.87</u> |
| | Fuel Filter <u>72044601</u> PART/ITEM NUMBER | \$ <u>2.25</u> |
| | Air Filter <u>28443601</u> PART/ITEM NUMBER | \$ <u>18.19</u> |
| | Tires <u>28764601</u> PART/ITEM NUMBER | \$ <u>50.20</u> |
| | Wheels <u>28759601</u> PART/ITEM NUMBER | \$ <u>27.30</u> |
| | (B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 2 | \$ <u>886.49</u> |

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

REQUEST FOR PROPOSAL NO. «IFBNUMBER»

LLOYD B. WINDLE II, C.P.M., CPPB
PH: (520) 837-4105 FAX: (520) 791-4735

ITEM #1 - ELECTRIC POWERED GOLF CART (CONTINUED)

| | | | |
|--|-----------------|----------|-------------------------------------|
| GOLF ACCESSORIES | | | |
| Sweater Basket | | (Y) or N | |
| Rack for two (2) golf bags constructed of steel or compressed molded plastic | | (Y) or N | |
| DIMENSIONS/SPECIFICATIONS | | | |
| Length | 91.00" - 95.00" | (Y) or N | 93.0 |
| Width | 44.00" - 48.00" | (Y) or N | 47.0 |
| Weight without batteries | 500 - 680 lbs | (Y) or N | 552.0 |
| Wheel Base | 63.00" - 68.00" | (Y) or N | 66.0 |
| PERFORMANCE | | | |
| Forward Speed = 10 mph maximum | | (Y) or N | |
| Reverse Speed of <= 5 mph | | (Y) or N | |
| Range up to 40 miles | | (Y) or N | |
| PARTS AND SERVICE | | | |
| Factory authorized service center | | (Y) or N | |
| OEM parts delivery within 24 hours | | (Y) or N | |
| WARRANTY | | | |
| 3 Year Standard Warranty | | Y or (N) | WE OFFER A 4 YR WARRANTY, 25% PARTS |

ITEM #2 - GASOLINE POWERED GOLF CART

| AMENDMENT NO. 1 | | COMPLY | EXCEPTIONS |
|---|--|----------|--------------------|
| POWER TRAIN | | | |
| Type = Gas Powered, Air Cooled | | (Y) or N | |
| Horsepower >= 11 | | (Y) or N | |
| Air Intake = Cartridge Type Paper Filter with Remote Located Air Intake | | (Y) or N | |
| Ignition = Electronic | | (Y) or N | |
| Transaxle with Helical Gears and Integral Differential Overdrive | | (Y) or N | |
| Variable Automatic Torque Sensing | | (Y) or N | |
| BATTERIES | | | |
| Manufacturer and Model Number | | M/A | DISA 2000 26 |
| Type (AGM, Deep Cycle, Gel, etc.) | | | AUTOMOTIVE |
| Quantity | | | 4 |
| Voltage | | | 12V |
| Amp Hours | | | 500 CA |
| 20 Hour Amp Hour Rating | | | 500 CA |
| Life Expectancy based upon 6 Hours of average daily cart use | | | 4 YRS |
| FRAME | | | |
| Rectangular or Tubular Steel Frame | | (Y) or N | COLD CRANKING AMPS |

CN
WARRANTY
COMPLEMENT
HARDWARE
DRIVE SHAFT
PISTONS

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

REQUEST FOR PROPOSAL NO. «IFBNUMBER»

LLOYD B. WINDLE II, C.P.M., CPPB
PH: (520) 837-4105 FAX: (520) 791-4735

ITEM #2 - GASOLINE POWERED GOLF CART (CONTINUED)

| | | |
|--|---------------------------------------|-------------------------------------|
| Rust Proof, Non-corrosive | <input checked="" type="radio"/> or N | <i>can you provide photo of the</i> |
| 2" Rear Tow Hitch | Y or <input checked="" type="radio"/> | |
| 2" Front Receiver Hitch | Y or <input checked="" type="radio"/> | |
| BODY | | |
| Steel or Thermoplastic Construction | <input checked="" type="radio"/> or N | |
| Scuff Plates - Rear Fenders, Cowl | <input checked="" type="radio"/> or N | |
| Body Protection Wrap Around | <input checked="" type="radio"/> or N | |
| Front and Rear Bumpers | <input checked="" type="radio"/> or N | |
| Center Console - Tee and Ball Holder with at least 2 drink holders | <input checked="" type="radio"/> or N | |
| Color = White | <input checked="" type="radio"/> or N | |
| INSTRUMENTATION | | |
| Fuel gauge | <input checked="" type="radio"/> or N | |
| Horn | <input checked="" type="radio"/> or N | |
| Reverse Warning Alarm | <input checked="" type="radio"/> or N | |
| Dual Head, Tail and Brake Lights | <input checked="" type="radio"/> or N | |
| Turn Signals | <input checked="" type="radio"/> or N | |
| Emergency Flashers | <input checked="" type="radio"/> or N | |
| Reflectors | <input checked="" type="radio"/> or N | |
| SEATING | | |
| Two Occupants | <input checked="" type="radio"/> or N | |
| Foam cushions with heavy duty vinyl covers on bench and seat backs. | <input checked="" type="radio"/> or N | |
| STEERING | | |
| Automotive Type | <input checked="" type="radio"/> or N | |
| Rack and Pinion or Worm Gear and Pitman System | <input checked="" type="radio"/> or N | |
| Dual Handgrips | <input checked="" type="radio"/> or N | |
| Pencil and score sheet holder | <input checked="" type="radio"/> or N | |
| SUSPENSION | | |
| Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one) | <input checked="" type="radio"/> or N | |
| Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one) | <input checked="" type="radio"/> or N | |
| BRAKES | | |
| Rear - Disc or Auto Adjusting Mechanical Drum (circle one) | <input checked="" type="radio"/> or N | |
| Foot Parking Brake with Automatic Release | <input checked="" type="radio"/> or N | |
| Non asbestos lined pads | <input checked="" type="radio"/> or N | |
| Life Expectancy based upon 6 hours of average daily cart use | <i>11-165</i> | |
| Semi-metallic pads with limited or lifetime warranty | <input checked="" type="radio"/> or N | |
| Metallic pads with limited or lifetime warranty | Y or <input checked="" type="radio"/> | |
| TIRES & WHEELS | | |
| Steel Rims | <input checked="" type="radio"/> or N | |
| Hubcaps | <input checked="" type="radio"/> or N | |

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

REQUEST FOR PROPOSAL NO. «IFBNUMBER»

LLOYD B. WINDLE II, C.P.M., CPPB
 PH: (520) 837-4105 FAX: (520) 791-4735

ITEM #2 - GASOLINE POWERED GOLF CART (CONTINUED)

| | | | |
|--|-----------------|--|-------------------|
| 18" x 8.5" x 10" or 8" 4-Ply | | <input checked="" type="checkbox"/> or N <input checked="" type="checkbox"/> or N | |
| CANOPY Constructed of high impact, weather and fade resistant, non-breakable materials | | <input checked="" type="checkbox"/> or N | |
| GOLF ACCESSORIES Sweater Basket | | <input checked="" type="checkbox"/> or N | |
| Rack for two (2) golf bags constructed of steel or compressed molded plastic | | <input checked="" type="checkbox"/> or N | |
| DIMENSIONS/SPECIFICATIONS | | | |
| Length | 91.00" - 95.00" | <input checked="" type="checkbox"/> or N | <i>33 Options</i> |
| Width | 44.00" - 48.00" | <input checked="" type="checkbox"/> or N | |
| Weight without batteries | 500 - 680 lbs | <input checked="" type="checkbox"/> or N | |
| Wheel Base | 63.00" - 68.00" | <input checked="" type="checkbox"/> or N | |
| Fuel tank capacity | 6 gallons | <input checked="" type="checkbox"/> or N | |
| Oil capacity | 1 US Quart | <input checked="" type="checkbox"/> or N | |
| PERFORMANCE | | | |
| Forward Speed = 19 mph maximum | | <input checked="" type="checkbox"/> or N | |
| Reverse Speed of <=10 mph | | <input checked="" type="checkbox"/> or N | |
| Range up to 75 miles | | <input checked="" type="checkbox"/> or N | |
| PARTS AND SERVICE | | | |
| Factory authorized service center | | <input checked="" type="checkbox"/> or N | |
| OEM parts delivery within 24 hours | | <input checked="" type="checkbox"/> or N | |
| WARRANTY | | | |
| 4 Year Standard Warranty | | <input checked="" type="checkbox"/> or N | |



CUSHMAN

FOR IMMEDIATE RELEASE:

Contact:

Brandon Haddock
Director, Communications
706.772.5931
bhaddock@textron.com

Cushman® Hauler™ PRO Is Next Evolution in Golf Utility Vehicles
*New Model Provides Range and Power of Gas Powertrain
Using Quiet, Zero-Emissions Electric Technology*

AUGUSTA, Ga. — Cushman® is proud to introduce the next evolution in golf utility vehicles, a fully electric Cushman Hauler™ PRO with a 72-volt AC drivetrain that provides the range and power once exclusive to gas-powered machines in a silent, zero-emissions vehicle. Cushman vehicles are manufactured by the E-Z-GO Division of Textron Inc.

"This new Cushman Hauler PRO gives superintendents the range and power of a gas-powered UTV, but in a silent, electric model a golf course needs," said Mike Parkhurst, Vice President, Golf for E-Z-GO and Cushman. "Cushman has a history of providing superintendents with reliable vehicles to tackle any job and the Hauler PRO is no different."

The new Hauler PRO features a 72-volt AC electric drivetrain, upgraded from more traditional 48-volt systems, that offers up to 50 fully-loaded miles of range between charges. The patented AC Drive technology also ensures that the Hauler PRO maintains consistent power and performance from the first pre-dawn chores to the last light of dusk, without the noisy drone of a gas engine.

The AC Drive technology is up to 25 percent more energy-efficient than DC technology, and also provides for unique features such as regenerative braking that recharges the batteries whenever the vehicle's brakes are applied and also speed control to maintain constant speeds up and down steep slopes.

The Hauler PRO is equipped with a standard on-board charger, which provides the convenience of charging the vehicle at any outlet within a property and eliminates the need for a separate bulky charger. An optional 12V outlet is also available.

An optional limited-slip differential provides for greatly improved traction on wet or loose turf, while helping to protect fairways from damage due to wheel slippage.

The Hauler PRO features a maximum load capacity of 1,000 pounds and come standard with a 9.5-cubic-foot cargo bed. A 14.9-cubic-foot aluminum cargo bed will be available as a factory-installed option for facilities that require more cargo space.

Visit <http://www.youtube.com/CushmanCommunication> to learn more about how the Cushman Hauler PRO can facilitate any golf course's needs.

For more information about Cushman's complete line of golf and golf utility vehicles, Shuttle personnel carriers and Refresher® food and beverage vehicles, visit www.cushman.com or join Cushman's Facebook community.

About Cushman

Since 1901, Cushman vehicles have been recognized light-transportation solutions for turf, commercial and industrial applications. Today, Cushman products include more than 15 different vehicle models, from the rugged 1600XD 4x4 utility vehicle, ideal for tough hauling and towing tasks in outdoor environments, to the imposing Titan, a fully electric material-handling vehicle for indoor environments with a load capacity of 3,000 pounds, to the Minute Miser, perfectly suited for transporting people and small loads across large facilities. Cushman vehicles are manufactured by the E-Z-GO Division of Textron Inc.

About Textron Inc.

Textron Inc. (NYSE: TXT) is a multi-industry company that leverages its global network of aircraft, defense, industrial and finance businesses to provide customers with innovative solutions and services. Textron is known around the world for its powerful brands such as Bell Helicopter, Cessna Aircraft Company, Jacobsen, Kautex, Lycoming, E-Z-GO, Greenlee, and Textron Systems. More information is available at www.textron.com.

###

HAULER™ PRO

ELECTRIC AC
UTILITY VEHICLE

72-volt AC Electric Drivetrain
1,000-lb Load Capacity
9.6 cu-ft Cargo Box Capacity



Features and specifications of the vehicles are subject to change without notice.
Vehicle as photographed may include options not included on base model.



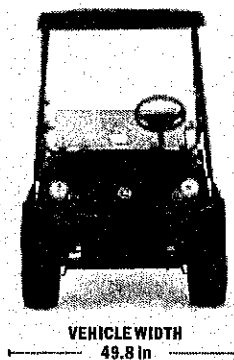
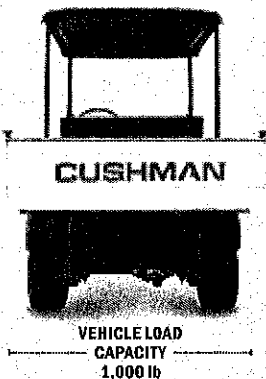
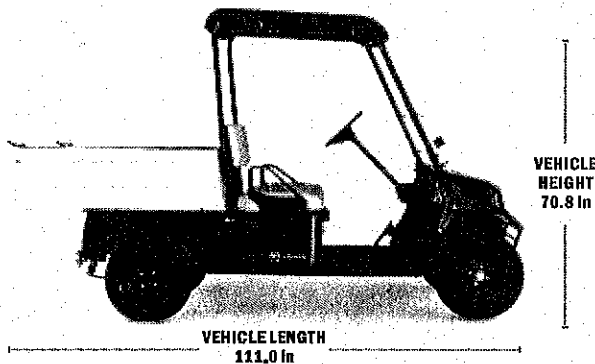
CUSHMAN



CUSHMAN
LET'S WORK:

Fully loaded and ready to work all day long.

Equipped with a 72-volt AC drivetrain, the Cushman® Hauler™ PRO has the range, power and operational efficiencies your course demands. Powered by a quiet, zero emissions 72-volt electric drivetrain, the Hauler PRO features a daily range of up to 50 miles fully loaded and all the energy benefits of a low maintenance AC system. A standard on-board charger gives you the flexibility to charge the Hauler PRO at any outlet within your facility. With a 1000-pound vehicle payload, optional limited-slip differential the Hauler PRO is the strong silent type, that is easy to work with!



Attachment A
**HAULER PRO
ELECTRIC AC UTILITY VEHICLE**

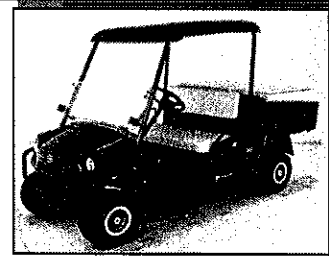
| DIMENSIONS | |
|--------------------------------|---|
| Overall Length | 111 in (281 cm) |
| Overall Width | 49.8 in (126 cm) |
| Overall Height w/o Roof | 47.5 in (121 cm) (Top of steering wheel) |
| Overall Height w/Struts & Roof | 70.8 in (180 cm) |
| Wheel Base | 75.3 in (191 cm) |
| Front Wheel Track | 37.0 in (94 cm) |
| Rear Wheel Track | 38.8 in (99 cm) |
| Ground Clearance | 5.5 in (14 cm) |
| Cargo Box Width (Inside) | 44.0 in (112 cm) |
| Cargo Box Length (Inside) | 36.0 in (91 cm) |
| Cargo Box Depth (Inside) | 10.5 in (27 cm) |
| Cargo Box Capacity & Material | 9.6 cu ft (0.27 m ³) / Roto-molded polyethylene |
| POWER | |
| Power Source | 72-Volts DC |
| Motor Type | AC Induction |
| Horsepower (kW) | 22.4HP (16.7 kW) - Measured at Peak Torque |
| Electrical System | 72 Volt |
| Batteries (Qty, Type) | Nine, 8-Volt Deep Cycle |
| Drive Train | Motor Shaft Direct Drive |
| Battery Charger | 900 Watt 72V DC |
| Speed Controller | 350 Amp AC |
| Gear Selection | Seatwrap Mount Forward-Neutral-Reverse Switch |
| Transaxle | Differential with Helical Gears |
| Rear Axle Ratio | 17:1 |
| PERFORMANCE | |
| Seating Capacity & Style | 2-Person, Bench |
| Dry Weight | 804 lb (365 kg) (Without Batteries) |
| Curb Weight (w/ Batteries) | 1371 lb (622 kg) |
| Bed Load Capacity | 600 lb (270 kg) |
| Vehicle Load Capacity | 1000 lb (450 kg) |
| Outside Clearance Circle | 22.1 ft (6.7 m) |
| Speed (level ground) | 13 mph +/-0.5 mph (21 kph +/-0.8 kph) |
| Programmable Speed Range | 5 - 19 mph (8 - 30.5 kph) |
| Towing Capacity | 1262 lb (5,614 N) Max Drawbar |
| STEERING & SUSPENSION | |
| Steering | Self-compensating Rack & Pinion |
| Front Suspension | Leaf Springs w/ Hydraulic Shock Absorbers |
| Rear Suspension | Leaf Springs w/ Hydraulic Shock Absorbers |
| Service Brake | Rear Wheel Mechanical Self-adjusting Drum |
| Parking Brake | Self-compensating, Single Point Engagement |
| Front Tires | 20 x 8 - 10 (4 Ply Rated) |
| Rear Tires | 20 x 8 - 10 (4 Ply Rated) |
| FRAME & COLOR | |
| Frame | Durashield™ Powder Coated Welded Steel |
| Front Body & Finish | Injection Molded TPO |
| Rear Body & Finish | Steel. Base Coat/Clear Coat |
| Standard Color | Forest Green |

Factory Installed Options & Field Accessories

- Limited Slip Differential
- Locking Glove Box
- Windshield
- Roof
- Taillights
- Brake Lights
- Trailer Dump (Steel and Poly)
- 14.9 cu ft aluminum cargo bed
- 12 Volt Outlet
- Body Color (Patriot Blue, Ivory, White, Yellow, Orange or Custom Options)
- Turn Signal with Four-Way Flashers
- Strobe Lights
- Work Lights
- Weather Enclosure
- Defroster/Fan
- Steel Cab
- Beacon

**CUSHMAN**

MODEL: HAULER 1000
TYPE: ELECTRIC 48V POWERED TRUCK
MODEL YEAR: 2014
Part No.: 618842



PRODUCT SPECIFICATION

CONFIGURATION HIGHLIGHTS

Precision Drive System™ (PDS): Factory programmable to application

- Solid State continuously variable separately excited speed controller
- Dash mounted direction selector switch (Forward-Neutral-Reverse)
- Anti-roll back, walkaway braking and alarm
- Anti-stall motor protection
- Regenerative 'Pedal Down' and/or 'Pedal Up' braking
- Full torque, reduced speed reverse
- Inductive throttle sensor
- Diagnostic indicator
- Factory selectable performance options

Battery Charger: 48 VDC, 120/230 VAC 50/60 Hz. Underwriters Laboratories (U.L.) Listed, (C.S.A. Certified)

Motor: 48 Volt DC shunt wound, brazed armature, solid copper windings. Non vented 2.5 hp (1.9 kW) @ 2700 rpm (1 hour)

Drive Train: Direct motor shaft connected to transaxle pinion shaft

Electrical System: 48 Volt DC, eight, 6 volt deep cycle storage batteries (115 minute minimum, 225 amp-hour @ 20 hr. discharge rate)

Transaxle: Differential with helical gears

Brakes: Dual rear wheel mechanical self-adjusting drum brakes. Automatic single point park brake release with self-compensating system

Cargo Bed: Roto-molded cross-linked polyethylene. Lifts for access to powertrain. Removable hinged multi-position tailgate requires no latch mechanism

PRODUCT OVERVIEW

Dimensions

| | |
|------------------------------------|--|
| Overall Length | 113 in (287 cm) |
| Overall Width | 49.5 in (128 cm) |
| Overall Height (No Canopy) | 46.5 in (118 cm) (Top of steering wheel) |
| Overall Height (With Canopy) | 70.0 in (178 cm) |
| Wheel Base | 77.0 in (196 cm) |
| Front Wheel Track | 37.0 in (94 cm) |
| Rear Wheel Track | 38.0 in (97 cm) |
| Ground Clearance (at Differential) | 4.3 in (11 cm) |
| Cargo Box Width (inside) | 44.0 in (112 cm) |
| Cargo Box Length (inside) | 36.0 in (91 cm) |
| Cargo Box Depth (inside) | 10.5 in (27 cm) |
| Cargo Box Capacity | 9.6 cu ft (0.27 m ³) |
| Cargo Box material | Roto-molded polyethylene |

Vehicle Power

| | |
|-----------------------|--------------------------------------|
| Power Source | 48 Volts DC |
| Motor Type | Shunt Wound |
| Horsepower (kW) | 2.5 hp (1.9 kW) @ 2700 rpm |
| Electrical System | 48 Volt |
| Batteries (Qty, Type) | Eight, 6 Volt Deep Cycle |
| Key or Pedal Start | Pedal Start |
| Battery Charger | 48VDC w/10 ft (3 m) DC Cord |
| Speed Controller | 400 Amp Precision Drive System (PDS) |
| Drive Train | Motor Shaft Direct Drive |
| Transaxle | Differential with helical gears |

| | |
|-----------------|--------------------------------------|
| Gear Selection | Dash Mounted Forward-Neutral-Reverse |
| Rear Axle Ratio | 14.7:1 |

Performance

| | |
|------------------------------|-------------------------------------|
| Seating Capacity | 2 Person |
| Dry Weight | 810 lb (367 kg) (Without Batteries) |
| Curb Weight | 1300 lb (590 kg) |
| Bed Load Capacity | 600 lb (272 kg) |
| Vehicle Load Capacity | 1000 lb (450 kg) |
| Outside Clearance Circle | 22.0 ft (6.7 m) |
| Intersecting Aisle Clearance | N/A |
| Speed (Level Ground) | 13 mph ± 0.5 mph (21 kph ± 0.8 kph) |
| Towing Capacity | 887 lb (402 kg) max load |

Steering & Suspension

| | |
|------------------|---|
| Steering | Self-compensating rack and pinion |
| Front Suspension | Leaf springs with hydraulic shock absorbers |
| Rear Suspension | Leaf springs with hydraulic shock absorbers |
| Service Brake | Rear wheel mechanical self-adjusting drum |
| Parking Brake | Self-compensating, single point engagement |
| Front Tires | Links 18 x 8.50 - 8 (4 Ply Rated) |
| Rear Tires | Turf Saver 18 x 8.50 - 8 (Load Range B) |

Body & Chassis

| | |
|---------------------|---------------------------------------|
| Frame | Welded steel. DuraShield™ powder coat |
| Front Body & Finish | Injection Molded TPO |
| Standard Color | Hunter Green |

Some items shown may be optional equipment



CUSHMAN

OPTIONS & FIELD INSTALLED ACCESSORIES (Installation not included)*

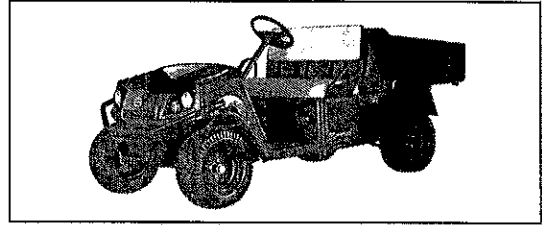
| Item | Std | Opt | Fld |
|--|-----|-----|-----|
| TIRES & WHEELS: | | | |
| Front: | | | |
| Links 18 x 8.50 - 8 (4 Ply Rated) | X | | |
| USA Trail 18 x 8.50 - 8 (Load Range C) | | X | |
| Turf Saver 18 x 8.50 - 8 (4 Ply Rated) | | X | |
| Rear: | | | |
| Turf Saver 18 x 8.50 - 8 (4 Ply Rated) | X | | |
| USA Trail 18 x 8.50 - 8 (Load Range C) | | X | |
| Links 18 x 8.50 - 8 (4 Ply Rated) | | X | |
| Wheel Covers: | | | |
| Spoke, Black & Gold | | X | |
| Spoke, Black & Silver | | X | |
| COLORS: | | | |
| Body Color - Hunter Green | X | | |
| Body Color - Ivory | | X | |
| Body Color - Bright White | | X | |
| Body Color - Yellow | | X | |
| Body Color - Orange | | X | |
| Custom Body Color | | X | |
| Seat Color - Gray | X | | |
| Seat Color - Oyster | | X | |
| Seat Color - Tan | | X | |
| Seat Color - White | | X | |
| HAULING & TOWING: | | | |
| Poly Bed w/Manual Dump | X | | |
| Poly Bed w/Elec Dump | | X | |
| Alum Bed w/Manual Dump | | X | |
| Alum Bed w/Elec Dump | | X | |
| 2 in (5 cm) Receiver (Rear) | | X | |
| 1 7/8 in (48 mm) Ball Hitch (Rcvr Req'd) | | X | |
| Angle Hitch (Rcvr Req'd) | | X | |
| Clevis Hitch (Rcvr Req'd) | | X | |
| Angle Hitch, Drop (Rcvr Req'd) | | X | |
| 1 7/8 in (48 mm) Ball Hitch, Drop (Rcvr Req'd) | | X | |
| Clevis Hitch, Drop (Rcvr Req'd) | | X | |
| OTHER PERFORMANCE: | | | |
| Front Fascia & Brush Guard (Black) | X | | |
| Ash Tray | | X | |
| Front Hydraulic Disc Brakes | | X | |
| Glove Box Door (Locking) Driver Side | | X | |
| Glove Box Door (Locking) Passenger Side | | X | |
| International Shipping | | X | |
| TRANSAXLE: | | | |
| Limited Slip Differential | | X | |
| Differential Guard | | X | |

| Item | Std | Opt | Fld |
|--|-----|-----|-----|
| ELECTRICAL: | | | |
| Battery Chargers: | | | |
| 48 VDC, 120 VAC 50/60 Hz w/10' DC Cord | | X | |
| 48 120 VAC 50/60 Hz w/18' DC Cord | | X | |
| Batteries | | | |
| T105 48V Battery Pack | X | | |
| T105 48V Battery Pack w/Battery Fill System | | X | |
| T125 48V Battery Pack | | X | |
| T125 48V Battery Pack w/Battery Fill System | | X | |
| T145 48V Battery Pack | | X | |
| T145 48V Battery Pack w/Battery Fill System | | X | |
| Other: | | | |
| Headlights | X | | |
| State of Charge Meter | X | | |
| Horn | X | | |
| Headlights & Taillights | | X | |
| Unique Individual Key Switch | | X | |
| Brake Lights | | X | |
| Turn Signals with 4-Way Flashers | | X | |
| DC Converter | | X | |
| Hour Meter | | X | |
| WEATHER PROTECTION: | | | |
| Sun Canopy (Top) Black | | | X |
| Windshield Fold Down | | | X |
| Weather Enclosure, (Top & W'shld Req'd) various colors | | | X |
| Windshield Flat | | | X |
| Canopy Handle | | | X |
| VEHICLE CAB: | | | |
| Steel Cab (Tan): | | | X |
| Steel Cab (White): | | | X |
| Steel Cab (Custom Color): | | | X |
| Doors (Steel) Tan (Cab Req'd) | | | X |
| Doors (Steel) White (Cab Req'd) | | | X |
| Doors (Steel) Custom Color (Cab Req'd) | | | X |
| Beacon, Amber (Cab, Fuse Panel w/Switches req'd) | | | X |
| Defroster/Fan (Cab, Fuse Panel w/Switches req'd) | | | X |
| Dome Light (Cab, Fuse Panel w/Switches req'd) | | | X |
| Vinyl Doors (Cab Required) various colors | | | X |
| Mirrors (Cab Required) | | | X |
| Strobe Light (Cab, Fuse Panel w/Switches req'd) | | | X |
| Windshield Wiper (Cab, Fuse Panel w/Switches req'd) | | | X |
| Fuse Panel w/Switches | | | X |



CUSHMAN

MODEL: HAULER™ PRO
TYPE: ELECTRIC 72V POWERED TRUCK
MODEL YEAR: 2014
Part No.: 634182



PRODUCT SPECIFICATION

CONFIGURATION HIGHLIGHTS

- Solid State continuously variable AC speed controller
- Seatwrap mounted direction selector switch (Forward-Neutral-Reverse)
- Anti-roll back, walkaway braking and alarm
- Anti-stall motor protection
- Regenerative 'Pedal Down' and/or 'Pedal Up' braking
- Full torque, reduced speed reverse
- Inductive throttle sensor
- Diagnostic indicator
- Factory programmable to application

Battery Charger: 900 Watt, 72 VDC, 120/230 VAC 50/60 Hz. Underwriters Laboratories (U.L.) Listed, (C.S.A. Certified)
Motor: 72 Volt AC Induction, solid copper windings. Non vented 22.4 hp (16.7 kW) Peak
Drive Train: Direct motor shaft connected to transaxle pinion shaft
Electrical System: 72 Volt DC, nine, 8 volt deep cycle storage batteries (78 minutes @ 75 Amps, 170 amp-hour @ 20 hr. discharge rate)
Transaxle: Differential with helical gears
Brakes: Dual rear wheel mechanical self-adjusting drum brakes. Automatic single point park brake release with self-compensating system
Cargo Bed: Roto-molded cross-linked polyethylene. Lifts for access to powertrain. Removable hinged multi-position tailgate requires no latch mechanism

PRODUCT OVERVIEW

| Dimensions | | Performance | |
|------------------------------------|--|--|---|
| Overall Length | 111 in (281 cm) | Seating Capacity | 2 Person |
| Overall Width | 49.8 in (126 cm) | Dry Weight | 804 lb (365 kg) (Without Batteries) |
| Overall Height (No Canopy) | 47.5 in (121 cm) (Top of steering wheel) | Curb Weight | 1371 lb (622 kg) |
| Overall Height (With Canopy) | 70.8 in (180 cm) | Bed Load Capacity | 600 lb (270 kg) |
| Wheel Base | 75.3 in (191 cm) | Vehicle Load Capacity | 1000 lb (450 kg) |
| Front Wheel Track | 37.0 in (94 cm) | Outside Clearance Circle | 22.1 ft (6.7 m) |
| Rear Wheel Track | 38.8 in (99 cm) | Intersecting Aisle Clearance | N/A |
| Ground Clearance (at Differential) | 5.5 in (14 cm) | Speed (Level Ground) | 13 mph ± 0.5 mph (21 kph ± 0.8 kph) |
| Cargo Box Width (inside) | 44.0 in (112 cm) | Towing Capacity | 1262 lb (5614 N) Max Drawbar |
| Cargo Box Length (inside) | 36.0 in (91 cm) | Steering & Suspension | |
| Cargo Box Depth (inside) | 10.5 in (27 cm) | Steering | Self-compensating rack and pinion |
| Cargo Box Capacity | 9.6 cu ft (0.27 m ³) | Front Suspension | Leaf springs with hydraulic shock absorbers |
| Cargo Box material | Roto-molded polyethylene | Rear Suspension | Leaf springs with hydraulic shock absorbers |
| Vehicle Power | | Service Brake | Rear wheel mechanical self-adjusting drum |
| Power Source | 72 Volts DC | Parking Brake | Self-compensating, single point engagement |
| Motor Type | AC Induction | Front Tires | 20 x 8 - 10 (4 Ply Rated) |
| Horsepower (kW) | 22.4 hp (16.7 kW) Peak | Rear Tires | 20 x 8 - 10 (4 Ply Rated) |
| Electrical System | 72 Volt | Body & Chassis | |
| Batteries (Qty, Type) | Nine, 8 Volt Deep Cycle | Frame | Welded steel. DuraShield™ powder coat |
| Key or Pedal Start | Pedal Start | Front Body & Finish | Injection Molded TPO |
| Battery Charger | 900 Watt, 72VDC | Standard Color | Hunter Green |
| Speed Controller | 350 Amp AC | Noise & Vibration | |
| Drive Train | Motor Shaft Direct Drive | Noise | Sound pressure; continued A-weighted ≤ 70 db(A) |
| Transaxle | Differential with helical gears | Vibration, WBV | Highest RMS value of weighted acceleration is less than 2.5 m/s |
| Gear Selection | Seatwrap Mounted Forward-Neutral-Reverse | Vibration, HAV | Highest RMS value of weighted acceleration is less than 2.5 m/s |
| Rear Axle Ratio | 17:1 | The uncertainty of measurement is 0.12 m/s | |

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

Some items shown may be optional equipment



CUSHMAN

OPTIONS & FIELD INSTALLED ACCESSORIES (Installation not included)*

| Item | Std | Opt | Field | Item | Std | Opt | Field |
|--|-----|-----|-------|---|-----|-----|-------|
| TIRES & WHEELS: | | | | ELECTRICAL: | | | |
| Front: | | | | Battery Chargers: | | | |
| 20 x 8 - 10 (4 Ply Rated) | X | | | 72 VDC, 120/230 VAC 50/60 Hz On Board | X | | |
| 18 x 8.50 - 8 (4 Ply Rated) | | X | | Other: | | | |
| 18 x 8.50 - 8 (Load Range C) | | X | | Unique Individual Key Switch | | X | |
| 18 x 8.50 - 8 (Load Range B) | | X | | Headlights | X | | |
| Rear: | | | | Headlights & Taillights | | X | |
| 20 x 8 - 10 (4 Ply Rated) | X | | | Brake Lights | | X | |
| 18 x 8.50 - 8 (Load Range C) | | X | | Turn Signals with 4-Way Flashers | | X | |
| 18 x 8.50 - 8 (Load Range B) | | X | | Strobe Light | | | X |
| Wheel Covers: | | | | Work Lights | | | X |
| Spoke, Black & Gold | | X | | Work Lights with Strobe Light | | | X |
| Spoke, Black & Silver | | X | | Miscellaneous: | | | |
| COLORS: | | | | DC Converter | X | | |
| Body Color - Hunter Green | X | | | Heavy Duty Battery Option | | X | |
| Body Color - Ivory | | X | | Battery Watering System | | X | |
| Body Color - Bright White | | X | | Hour Meter | | X | |
| Body Color - Yellow | | X | | 12 Volt Outlet | | X | |
| Body Color - Orange | | X | | WEATHER PROTECTION: | | | |
| Custom Body Color | | X | | Sun Canopy (Top) Black | | | X |
| Seat Color - Gray | X | | | Sun Canopy (Top) Grey | | | X |
| Seat Color - Oyster | | X | | Weather Enclosure, White (3 Side, Top & Windshield Req'd) | | | X |
| Seat Color - Tan | | X | | Weather Enclosure, Tan (3 Side, Top & Windshield Req'd) | | | X |
| Seat Color - White | | X | | Windshield Flat | | | X |
| HAULING & TOWING: | | | | Windshield Fold Down | | | X |
| 2 in (5 cm) Receiver (Rear) | | X | | TRANSAXLE: | | | |
| 1 7/8 in (48 mm) Ball (Rcvr Req'd) | | X | | Limited Slip Differential | | X | |
| Angle (Rcvr Req'd) | | X | | VEHICLE CAB: | | | |
| Clevis (Rcvr Req'd) | | X | | Steel Cab (Tan): | | | X |
| Angle, Drop (Rcvr Req'd) | | X | | Steel Cab (White): | | | X |
| 1 7/8 in (48 mm) Ball, Drop (Rcvr Req'd) | | X | | Steel Cab (Non Standard Color): | | | X |
| Clevis, Drop (Rcvr Req'd) | | X | | Beacon, Amber (Cab Required) | | | X |
| Power Dump (Electric) | | X | | Defroster/Fan (Cab Required) | | | X |
| Trailer, Dump (Steel Bed) | | | X | Dome Light (Cab Required) | | | X |
| Trailer, Dump (Poly Bed) | | | X | Doors (Steel) Tan (Cab Required) | | | X |
| OTHER PERFORMANCE: | | | | Doors (Steel) White (Cab Required) | | | X |
| Ash Tray | | X | | Doors (Steel) Non Standard Color (Cab Required) | | | X |
| Differential Guard | | X | | Doors (Vinyl) Tan (Cab Required) | | | X |
| Front Hydraulic Disc Brakes | | X | | Rear View Mirror (Cab Required) | | | X |
| Front Fascia & Brush Guard (Black) | | X | | Windshield Wiper (Cab Required) | | | X |
| Glove Box Door (Locking) Driver Side | | X | | | | | |
| Glove Box Door (Locking) Passenger Side | | X | | | | | |
| Horn | X | | | | | | |
| State of Charge Meter | X | | | | | | |
| Comfort Grip Steering Wheel (Premium Steering Wheel) | | X | | | | | |



CUSHMAN

2014 Hauler PRO
Electric 72V AC

Last Revised: December 18th, 2013

ORDER FROM AUGUSTA, GA
[TEL] 800 241-5855

| HAULER PRO | Model Number | Suggested Retail Price |
|-------------------|--------------|------------------------|
| Hauler PRO 72V AC | 634182 | \$10,548 |

Configuration Highlights:

| | |
|---|---|
| Motor: 72 Volts AC | Rear Suspension: Leaf Springs w/Hydraulic Shocks |
| Horsepower: 22.4 hp (16.7 kW) Peak | Service Brake: Rear Wheel Mechanical Drum |
| Batteries: Nine, 8 Volt Deep Cycle | Front Tires: Turf Saver 20 x 8.00 - 10 (4 Ply Rated) |
| Charger: 900 Watt, 72 VDC, On Board | Rear Tires: Turf Saver 20 x 8.00 - 10 (4 Ply Rated) |
| Speed Controller: 350 Amp AC | Load Capacity: 1000 lb (450 kg) |
| Frame: Welded Steel with DuraShield™ Coating | Towing Capacity: 1,262 lb (5,614 N) Max Drawbar |
| Cargo Box: Roto-Molded Polyethylene (9.6 cu ft capacity) | Bed Load Capacity: 600 lb (270 kg) |
| Body & Finish: TPO/Steel (Base Coat/Clear Coat) | Ground Speed: 13 mph ± 0.5 mph (21 kph ± 0.8 kph) |
| Front Suspension: Leaf Springs w/Hydraulic Shocks | |

Note: Options & Accessory prices shown assume item(s) are ordered with a vehicle through E-Z-GO order entry.
For prices on items ordered without a vehicle, please contact the Parts & Accessories Department at (888) 438-3946

| Factory Installed Optional Equipment: | Pro | Part Number | Suggested Retail Price |
|---------------------------------------|-----|-------------|------------------------|
|---------------------------------------|-----|-------------|------------------------|

TIRES & WHEELS**Front**

| | | | |
|--|---|----------|-----------|
| Turf Saver 20 x 8.00 - 10 (4 Ply Rated) | • | 634496 | Standard |
| USA Trail 18 x 8.50 - 8 (6 Ply Rated) (Set of two) | • | 27773G01 | \$64 |
| Links 18 x 8.50 - 8 (4 Ply Rated) (Set of two) | • | 27770G01 | No Charge |
| Turf Saver 18 x 8.50 - 8 (Load Range B) (Set of two) | • | 27770G03 | No Charge |

Rear

| | | | |
|--|---|----------|-----------|
| Turf Saver 20 x 8.00 - 10 (4 Ply Rated) | • | 634497 | Standard |
| Turf Saver 18 x 8.50 - 8 (Load Range B) (Set of two) | • | 27771G03 | No Charge |
| USA Trail 18 x 8.50 - 8 (6 Ply Rated) (Set of two) | • | 27774G01 | \$64 |
| Links 18 x 8.50 - 8 (4 Ply Rated) (Set of two) | • | 27771G01 | \$139 |

Wheel Covers

| | | | |
|-------------------------------------|---|--------|------|
| Spoke, 8" Black & Gold (Set of 4) | • | 606353 | \$64 |
| Spoke, 8" Black & Silver (Set of 4) | • | 611321 | \$64 |

COLORS**Colors**

| | | | |
|---|---|----------|----------|
| Standard (Hunter Green) | • | | Standard |
| Additional Colors (Patriot Blue, Ivory, Orange, Yellow) | • | | |
| Premium I (Flame Red, Steel Blue, Bright White) | • | 28051G12 | \$450 |
| Metallic Charcoal, Inferno Red, Electric Blue | • | | |

Seat Colors

| | | | |
|---------------------|---|----------|----------|
| Seat Color (Grey) | • | 71272G04 | Standard |
| Seat Color (White) | • | 71272G03 | \$76 |
| Seat Color (Oyster) | • | 71272G01 | \$76 |
| Seat Color (Tan) | • | 71272G02 | \$76 |

OTHER ENHANCEMENTS

| | | | |
|---|---|----------|----------|
| Clays Car Package (Front storage basket & 2-gun holder) | • | 614317 | \$350 |
| Comfort Grip Steering Wheel | • | 70757G09 | \$10 |
| Ash Tray | • | 75109G03 | \$26 |
| Brush Guard | • | 619915 | Standard |
| Front Hydraulic Disc Brakes | • | 634243 | \$591 |
| Glove Box Door (Locking) Passenger Side | • | 75456G03 | \$127 |
| Glove Box Door (Locking) Driver Side | • | 75456G02 | \$127 |
| Differential (Scuff) Guard | • | 634247 | \$34 |
| Canopy Handle | • | 619341 | \$12 |
| Limited Slip Differential | • | 634236 | \$99 |
| Limited Slip Differential w/ Differential (Scuff) Guard | • | 617200 | \$132 |

| Factory Installed Optional Equipment: | Pro | Part Number | Suggested Retail Price |
|---------------------------------------|-----|-------------|------------------------|
|---------------------------------------|-----|-------------|------------------------|

ELECTRICAL

| | | | |
|---------------------------------|---|--------|----------|
| Charger, 72 VDC, On Board | • | 634564 | Standard |
| DC Converter (20 Amp) | • | | Standard |
| Hour Meter | • | 634538 | \$71 |
| 12 Volt Outlet | • | 634701 | \$54 |
| Batteries T875 | • | 635877 | Standard |
| Batteries T875 with Fill System | • | 635419 | \$204 |
| Batteries T890 | • | 635879 | \$523 |
| Batteries T890 with Fill System | • | 634255 | \$706 |

| | | |
|--|----------|----------|
| Lighting: | | |
| Headlights | 622285 | Standard |
| Taillights | 74941G03 | \$123 |
| Brake Lights (Rear Brakes Only) | 74668G05 | \$62 |
| Brake Lights (For Use With Front Hydraulic Brakes) | 74871G03 | \$61 |
| Turn Signals with 4-Way Flashers | 634692 | \$296 |
| LED Headlights | 622340 | \$206 |
| Dash Plates: | | |
| State of Charge Meter | | Standard |
| Unique Individual Key Switch | 71120G06 | \$41 |

| | | |
|---|----------|----------|
| HAULING & TOWING | | |
| 1 7/8 in (48 mm) Ball Hitch | 74492G01 | \$93 |
| 2 in (5 cm) Receiver (Rear) | 74270G16 | \$54 |
| Angle Hitch | 74492G03 | \$106 |
| Clevis Hitch | 74492G05 | \$106 |
| Drop Angle Hitch | 74492G07 | \$53 |
| 1 7/8 in (48 mm) Drop Ball Hitch | 74492G09 | \$83 |
| Drop Clevis Hitch | 74492G11 | \$74 |
| Plastic Bed (Manual Lift) | 74658G01 | Standard |
| Plastic Bed (Electric Lift) | 634248 | \$588 |
| Aluminum Bed (Manual Lift, 47.3" x 47.3" x 11.5" - 14.9 cu.ft.) | 620519 | \$446 |
| Aluminum Bed (Electric Lift, 47.3" x 47.3" x 11.5" - 14.9 cu.ft.) | 634238 | \$725 |

| Field Installed Accessories *Prices do not include labor | Pro | Part Number | Suggested Retail Price |
|--|-----|-------------|------------------------|
|--|-----|-------------|------------------------|

| | | | |
|---------------------------|--|--------|-------|
| WEATHER PROTECTION | | | |
| Sun Canopy (Top) Black | | 617414 | \$426 |
| Weather Enclosure - Black | | 624829 | \$477 |
| Weather Enclosure - Gray | | 624830 | \$477 |
| Weather Enclosure - Green | | 624831 | \$477 |
| Weather Enclosure - White | | 624832 | \$477 |
| Weather Enclosure - Tan | | 624833 | \$477 |
| Windshield Split Kit | | 625932 | \$147 |
| Windshield Full Kit | | 625931 | \$132 |

| | | | |
|---|--|----------|---------|
| VEHICLE CAB & INSERTS | | | |
| Steel Cab (Tan) | | 72684G01 | \$1,913 |
| Steel Cab (White) | | 72684G02 | \$1,913 |
| Windshield Blower | | 74248G01 | \$131 |
| Doors (Steel) Tan (Cab Required) | | 75856G01 | \$1,154 |
| Doors (Steel) White (Cab Required) | | 75856G02 | \$1,154 |
| Doors (Vinyl) Tan (Cab Required) | | 75855G01 | \$871 |
| Doors (Vinyl) White (Cab Required) | | 75855G02 | \$871 |
| Rear View Mirror -One Side (Cab Required) | | 27924G01 | \$101 |
| Strobe Light (Cab Required) | | 74245G01 | \$128 |
| Switch Panel (Cab Required) | | 74250G01 | \$335 |
| Windshield Wiper (Cab Required) | | 74244G01 | \$101 |
| Work Light (Cab Required) | | 74247G01 | \$128 |
| Battery Fill System Nozzle, 20' Hose | | 614521 | \$190 |
| Niagra Deionizer (Service Parts Order Only) | | 614668 | \$1,132 |

| Custom Solutions | Pro | Custom Quote # | Suggested Retail Price |
|------------------|-----|----------------|------------------------|
|------------------|-----|----------------|------------------------|

| | | | |
|--|--|------|------------------------------|
| Labor Included | | | |
| Aluminum van box with lockable double doors in rear. Van box is completely weather proof with fully welded seams. Overall size is 50" long x 48" wide x 44" tall. Pricing is the same factory or field installed. Powder coat finish. (Hammer beige, Hammer White, gray, black, green) | | 3521 | Check with your local dealer |
| Lockable diamond pattern aluminum storage box 44"x10"x10" designed to fit in poly bed and aluminum bed. | | 3503 | Check with your local dealer |
| Flatbed 48" wide x 48" long - steel frame with 1" retaining lip and painted plywood deck. (must use "no bed" option) | | 4144 | Check with your local dealer |

Confidential
 Prices subject to change without notice
 State & local taxes & fees apply
 © E-Z-GO, a division of Textron Inc.

Cushman
 1451 Marvin Griffin Rd
 Augusta, GA 30906
 1-800-241-5855

Effective: January 1, 2014
 All prices Ex-works Augusta, GA, USA
 Terms: Net 30 days

CITY OF TUCSON

Contract 130795

for

Golf, Utility and Hospitality Carts

with

E-Z-Go Division of Textron

Effective: January 1, 2014

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

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

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

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

For clarification of this offer, contact:

E-Z-GO Division of Textron Inc.

Name: Rusty McGahere

Company Name

Title: Director of Compliance

1451 MARVIN GAFFIN RD.
Address

Phone: 706-796-4534

Augusta, GA 30906
City State Zip

Fax: 706-772-8819

Rusty McGahere
Signature of Person Authorized to Sign

E-mail: RMCGAHEE@TEXTRON.COM

Rusty McGahere
Printed Name

Director - Compliance Controls
Title

ACCEPTANCE OF OFFER

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

CITY OF TUCSON, a municipal corporation

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

Awarded this 4th day of November, 2013.

[Signature]
As Tucson City Attorney and not personally

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

September 12, 2013

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

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

**RE: Request for Proposal No. 130795 - Golf, Utility and Hospitality Carts
Request for Best and Final Offer**

Dear Ms. Nichols:

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

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

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

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

- B. Attached is a redline of the National IPA Administration Agreement that reflects the changes discussed at the negotiations meeting. Provide confirmation that E-Z-GO is in agreement with the proposed changes and monthly payment language. **See Attachment**
- C. Field Day: The City of Tucson requests that the E-Z-GO distributor conduct an annual field day for the City of Tucson to include in general a demonstration of equipment, education programs, training programs, etc. Similar programs could be provided by other participating E-Z-GO distributors for their respective agencies. The City would coordinate this event with E-Z-GO as to location, content, etc. **Agreed**
- D. The City and E-Z-Go are in agreement on the following items discussed at the negotiations meeting.

SCOPE OF WORK, PRODUCT REQUIREMENTS, 4. DEFECTIVE

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

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

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

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

Comment [11]: Agreed

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

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

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

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

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

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

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

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

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

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

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

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

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

Comment [d2]: We can accept.

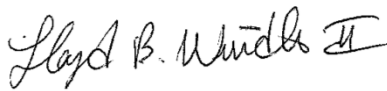
actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts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

Comment [d3]: Added for consistency between sections.

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

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

Sincerely,



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

C: Evaluation Committee
File 130795

SAMPLE FLEET GOLF CART PURCHASE

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

| QUANTITY | MODEL DESCRIPTION & MODEL NUMBER | BASE UNIT PRICE | EXTENDED PRICE |
|----------|--|--------------------|----------------------|
| 70 | <u>TXT Freedom GAS</u> <u>612946601</u> | \$ <u>3131.04</u> | \$ <u>219,172.80</u> |
| | ACCESSORIES/OPTIONS NOT INCLUDED IN BASE UNIT | | |
| 70 | <u>Front Bumper</u> | \$ <u>139.20</u> | \$ <u>9,744.00</u> |
| 70 | <u>State of Charge Meter</u> | \$ <u>43.68</u> | \$ <u>3,057.60</u> |
| 70 | <u>Turn Signal</u> | \$ <u>137.28</u> | \$ <u>9,609.60</u> |
| 70 | <u>Hub Caps</u> | \$ <u>21.60</u> | \$ <u>1,512.00</u> |
| | <u>Sun Canopy</u> | <u>115.20</u> | <u>8,064.00</u> |
| | <u>Wheel Covers</u> | <u>21.60</u> | <u>1,512.00</u> |
| 70 | FREIGHT CHARGES | \$ <u>326.00</u> | \$ <u>22,820.00</u> |
| | SUBTOTAL | | \$ <u>275,492.00</u> |
| | TAX | | \$ <u>22,314.85</u> |
| | GRAND TOTAL | | \$ <u>297,806.85</u> |

August 29, 2013

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

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

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

Dear Ms. Nichols:

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

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

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

a. Product Requirements:

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

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

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

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

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

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

b. Service Requirements:

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

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

c. Standard Terms and Conditions:

20. INDEMNIFICATION:

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

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

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

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

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

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

20. INDEMNIFICATION: [Legal Input: see below, counter]

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

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

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

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

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

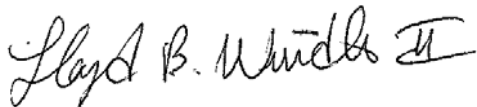
We like to publish pricing 30-60 days in advance in order to give our channel ample notice so we will release pricing in November. Our intention is to only have 1 price change per year and it would be applied with the anniversary date of City of Tucson and NIPA contract.

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

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

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

Sincerely,



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

C: Evaluation Committee
File 130795

CITY OF TUCSON REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 130795

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

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

MATERIAL OR SERVICE: GOLF, UTILITY AND HOSPITALITY CARTS

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

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

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

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

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

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

****ALERT****

Effective April 9, 2012, the Tucson Modern Streetcar project will begin the downtown streetcar construction and downtown streets will be affected until further notice. Please plan your route accordingly. For further information, please visit the Tucson Modern Streetcar website at <http://www.tucsonstreetcar.com/> or call 520-624-5656.

LBW/swb

PUBLISH DATE: APRIL 11, 2013

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

REQUEST FOR PROPOSAL NO. 130795
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CONTRACT OFFICER: LLOYD B. WINDLE, II
PH: (520) 837-4105 / FAX: (520) 791-4735

INTRODUCTION/BACKGROUND

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

NATIONAL CONTRACT REQUIREMENTS

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

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

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

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SCOPE OF WORK

GENERAL REQUIREMENTS

1. **QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:
 - a. Be an authorized distributor or manufacturer.
 - b. Have a strong national presence in the golf and utility vehicle equipment industry.
 - c. Have a distribution model capable of delivering products nationwide.
 - d. Have a demonstrated sales presence.
 - e. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
 - f. Be able to provide the full range of equipment and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.
2. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
3. **CATALOGS:** Contractor shall provide, at no cost, copies of catalogs and/or price lists to using agencies.

PRODUCT REQUIREMENTS:

1. **PRODUCTS:** The Products to be included in this solicitation are as follows:
 - a. **Golf Vehicles** - A complete and comprehensive line of new and used quality made Golf Vehicles designed to perform in a golf course, parks and recreation and maintenance environments.
 - b. **Utility Vehicles** - A complete and comprehensive line of new and used quality made Utility Vehicles designed to perform in a golf course, parks and recreation and maintenance environments.
 - c. **Low Speed Vehicles** – A complete and comprehensive line of new and used vehicles that meet street legal requirements.
 - d. **Related Equipment Parts** - A complete and comprehensive line of Original Equipment Manufacturer (OEM) Repair and Maintenance Parts.
 - e. **Balance of Line** – A complete and comprehensive line of related products provided by the offeror that complement equipment available under the contract. This could include GPS or navigational products that work with the equipment.
 - e. **Services** - A complete range of services such as, but not limited to, warranty service, on-site training, instruction, technical services and repair services.
2. **EQUIPMENT STANDARDS AND GUIDELINES:** All vehicles must comply with appropriate *and applicable* ASAE (American Society of Agricultural Engineers – www.asae.org), SAE (Society of Automotive Engineers – www.sae.org), OSHA (Occupational Safety and Health Administration – www.osha.org) standards and ANSI (American National Standards Institute – www.ansi.org) standards.

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3. **CURRENT PRODUCTS:** All products being offered as “new” in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
4. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor *pursuant to the terms of the Contractor's applicable limited warranty statement. To the extent the repairs are covered by such warranty statements.*
The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within ~~3-4 ((delete seven (7) days))~~ **weeks** of initial notification.
5. **EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
6. **PRICING:** Contractors are to provide a discount from a verifiable price index or provide a reduced net pricing schedule. Prices/discounts shall remain firm for *a one year period (delete 12 month)* and will include all charges that may be incurred in fulfilling requirement(s) for *a one year (delete 12 month)* period following contract award *including a separate line item for transportation expenses and related fuel surcharges.* Pricing shall be determined by applying Contractor discounts to the prices listed on their manufacturer's price lists or retail price sheets or by utilizing the reduced net pricing schedule.

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

SERVICE REQUIREMENTS:

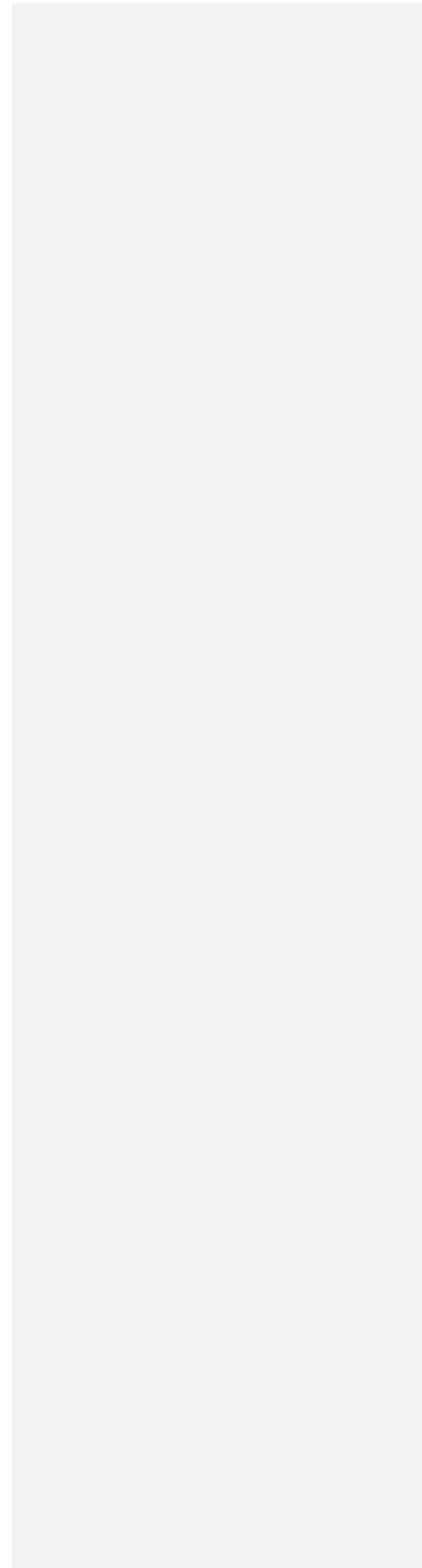
1. **SALES PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period.
2. **PARTS AND SERVICE:** The Contractor will maintain a factory authorized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

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

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3. **TRAINING:** The Contractor shall provide training for City of Tucson operators and service technicians at no cost to the City. The Contractor will provide the following training to City of Tucson personnel:
- Vehicle/equipment operators will be trained in the operation of all machine functions, including operator preventive maintenance.



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

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

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

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

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

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

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

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

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

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

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SAMPLE VEHICLE SPECIFICATIONS

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

| ITEM #1 - ELECTRIC POWERED GOLF CART | | |
|--|---------------|------------|
| | COMPLY | EXCEPTIONS |
| MOTOR | | |
| 36 Volt DC or 48 Volt DC (circle one) | Y or N | |
| Output >= 2.5 HP for 1 Hour | Y or N | |
| MOTOR/SPEED CONTROL UNIT | | |
| Programmable Speed Control | Y or N | |
| Solid State Microprocessor | Y or N | |
| Diagnostic LED and Calibrator Interface | Y or N | |
| Solid State Electronic Ignition | Y or N | |
| BATTERIES | | |
| Manufacturer and Model Number | Trojan 3875 | |
| Type (AGM, Deep Cycle, Gel, etc.) | Deep cycle | |
| Quantity | 6 per Vehicle | |
| Voltage | 8 Volt | |
| Amp Hours | 20 | |
| 20 Hour Amp Hour Rating | 170 | |
| Life Expectancy based upon 6 hours of average daily cart use | 4 years | |
| CHARGER | | |
| UL Listed | Y or N | |
| Hours to recharge to full assuming batteries at 10%. | | |
| Hours to recharge to full assuming batteries at 20%. | | |
| Hours to recharge to full assuming batteries at 50%. | | |
| Life Expectancy of Charger | | |
| DRIVE SYSTEM | | |
| Direct Coupled Transaxle | Y or N | |
| Helical Gears | Y or N | |
| FRAME | | |
| Rectangular or Tubular Steel Frame | Y or N | |
| Rust Proof, Non-corrosive | Y or N | |
| 2" Rear Tow Hitch | Y or N | |
| 2" Front Receiver Hitch | Y or N | |
| BODY | | |
| Steel or Thermoplastic Construction | Y or N | |
| Scuff Plates - Rear Fenders, Cowl | Y or N | |

Comment [d1]: FREEDOM TXT 48 volt

Comment [d2]: 48 Volt DC @ 13 amps

Comment [d3]: 2 Year Fleet

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ITEM #1 - ELECTRIC POWERED GOLF CART (CONTINUED)

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

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ITEM #1 - ELECTRIC POWERED GOLF CART (CONTINUED)

| GOLF ACCESSORIES | | |
|--|-----------------|--------|
| Sweater Basket | | Y or N |
| Rack for two (2) golf bags constructed of steel or compressed molded plastic | | Y or N |
| DIMENSIONS/SPECIFICATIONS | | |
| Length | 91.00" - 95.00" | Y or N |
| Width | 44.00" - 48.00" | Y or N |
| Weight without batteries | 500 - 680 lbs | Y or N |
| Wheel Base | 63.00" - 68.00" | Y or N |
| PERFORMANCE | | |
| Forward Speed = 19 mph maximum | | Y or N |
| Reverse Speed of <= 5 mph | | Y or N |
| Range up to 40 miles | | Y or N |
| PARTS AND SERVICE | | |
| Factory authorized service center | | Y or N |
| OEM parts delivery within 24 hours | | Y or N |
| WARRANTY | | |
| 3 Year Standard Warranty | | Y or N |

Comment [d7]: Exceeds 40

ITEM #2 - GASOLINE POWERED GOLF CART

| | COMPLY | EXCEPTIONS |
|---|------------------|------------|
| POWER TRAIN | | |
| Type = Gas Powered, Air Cooled | Y or N | |
| Horsepower >= 11 | Y or N | |
| Air Intake = Cartridge Type Paper Filter with Remote Located Air Intake | Y or N | |
| Ignition = Electronic | Y or N | |
| Transaxle with Helical Gears and Integral Differential Overdrive | Y or N | |
| Variable Automatic Torque Sensing | Y or N | |
| BATTERIES | | |
| Manufacturer and Model Number | TXT Gas | |
| Type (AGM, Deep Cycle, Gel, etc.) | 12 Volt Not Deep | |
| Quantity | 1 | |
| Voltage | 12 | |
| Amp Hours | 20 | |
| 20 Hour Amp Hour Rating | 170 | |
| Life Expectancy based upon 6 Hours of average daily cart use | 4 years | |
| FRAME | | |
| Rectangular or Tubular Steel Frame | Y or N | |

Comment [d8]: FREEDOM TXT Gas

Comment [d9]: 13- 13.5

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ITEM #2 - GASOLINE POWERED GOLF CART (CONTINUED)

| | | |
|--|---------------|-------------------------------------|
| Rust Proof, Non-corrosive | Y or N | |
| 2" Rear Tow Hitch | Y or N | |
| 2" Front Receiver Hitch | Y or N | |
| BODY | | |
| Steel or Thermoplastic Construction | Y or N | |
| Scuff Plates - Rear Fenders, Cowl | Y or N | |
| Body Protection Wrap Around | Y or N | |
| Front and Rear Bumpers | Y or N | Comment [d10]: REAR BUMPER STANDARD |
| Center Console - Tee and Ball Holder with at least 2 drink holders | Y or N | |
| Color = White | Y or N | |
| INSTRUMENTATION | | |
| Fuel gauge | Y or N | Comment [d11]: Add—Analog |
| Horn | Y or N | |
| Reverse Warning Alarm | Y or N | |
| Dual Head, Tail and Brake Lights | Y or N | |
| Turn Signals | Y or N | |
| Emergency Flashers | Y or N | |
| Reflectors | Y or N | |
| SEATING | | |
| Two Occupants | Y or N | |
| Foam cushions with heavy duty vinyl covers on bench and seat backs. | Y or N | |
| STEERING | | |
| Automotive Type | Y or N | |
| Rack and Pinion or Worm Gear and Pitman System | Y or N | |
| Dual Handgrips | Y or N | |
| Pencil and score sheet holder | Y or N | |
| SUSPENSION | | |
| Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one) | Y or N | |
| Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one) | Y or N | |
| BRAKES | | |
| Rear - Disc or Auto Adjusting Mechanical Drum (circle one) | Y or N | |
| Foot Parking Brake with Automatic Release | Y or N | |
| Non asbestos lined pads | Y or N | |
| Life Expectancy based upon 6 hours of average daily cart use | | |
| Semi-metallic pads with limited or lifetime warranty | Y or N | |
| Metallic pads with limited or lifetime warranty | Y or N | |
| TIRES & WHEELS | | |
| Steel Rims | Y or N | |
| Hubcaps | Y or N | |

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ITEM #2 - GASOLINE POWERED GOLF CART (CONTINUED)

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

Comment [d12]: OPTION

Comment [d13]: N/A car is gas powered

Comment [d14]: 300

ITEM #3 - GASOLINE POWERED TRANSPORTATION CART

| | COMPLY | EXCEPTIONS |
|---|--|------------|
| POWER TRAIN Type = Gas Powered, Air Cooled Horsepower >= 11 Air Intake = Cartridge Type Paper Filter with Remote Located Air Intake Ignition = Electronic Transaxle with Helical Gears and Integral Differential Overdrive Variable Automatic Torque Sensing | Y or N Y or N Y or N Y or N Y or N Y or N | |
| BATTERIES Manufacturer and Model Number Type (AGM, Deep Cycle, Gel, etc.) | | |

Comment [d15]: RXV 2+2 Gas

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ITEM #3 - GASOLINE POWERED TRANSPORTATION CART (CONTINUED)

| | | |
|--|---------|---|
| Quantity | 1 | |
| Voltage | 12 | |
| Amp Hours | 20 | |
| 20 Hour Amp Hour Rating | 170 | |
| Life Expectancy based upon 6 Hours of average daily cart use | 4 years | |
| FRAME | | |
| Rectangular or Tubular Steel Frame | Y or N | |
| Rust Proof Non-corrosive | Y or N | |
| 2" Rear Tow Hitch | Y or N | |
| 2" Front Receiver Hitch | Y or N | |
| BODY | | |
| Steel or Thermoplastic Construction | Y or N | |
| Scuff Plates - Rear Fenders, Cowling | Y or N | Comment [d16]: Not Needed if 4 person |
| Body Protection Wrap Around | Y or N | |
| Front and Rear Bumpers | Y or N | |
| Center Console - Tee and Ball Holder with at least 2 drink holders | Y or N | |
| INSTRUMENTATION | | |
| Fuel gauge | Y or N | Comment [d17]: OPTION |
| Horn | Y or N | |
| Reverse Warning Alarm | Y or N | |
| Dual Head, Tail and Brake Lights | Y or N | Comment [d18]: OPTION -Headlights Standard only |
| Turn Signals | Y or N | |
| Emergency Flashers | Y or N | Comment [d19]: OPTION |
| Reflectors | Y or N | Comment [d20]: OPTION |
| SEATING | | |
| Four Occupants | Y or N | |
| Foam cushions with heavy duty vinyl covers on bench and seat backs. | Y or N | |
| STEERING | | |
| Automotive Type | Y or N | |
| Rack and Pinion or Worm Gear and Pitman System | Y or N | |
| Dual Handgrips | Y or N | |
| Pencil and Score Sheet Holder | Y or N | |
| SUSPENSION | | |
| Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one) | Y or N | |
| Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers (circle one) | Y or N | |
| BRAKES | | |
| Rear - Disc or Auto Adjusting Mechanical Drum (circle one) | Y or N | |
| Foot Parking Brake with Automatic Release | Y or N | |
| Non Asbestos Lined Pads | Y or N | |

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ITEM #3 - GASOLINE POWERED TRANSPORTATION CART (CONTINUED)

| | | | |
|---|--------|--|---------------------------------------|
| Life Expectancy based upon 6 hours of average daily cart use | | | |
| Semi-metallic pads with limited or lifetime warranty | Y or N | | |
| Metallic pads with limited or lifetime warranty | Y or N | | |
| TIRES & WHEELS | | | |
| Steel Rims | Y or N | | |
| Hubcaps | Y or N | | Comment [d21]: OPTION |
| 18" x 8.5" x 10" or 8" | Y or N | | |
| 4-Ply | Y or N | | |
| CANOPY | | | |
| Constructed of high impact, weather and fade resistant, non-breakable materials | Y or N | | Comment [d22]: OPTION |
| DIMENSIONS/SPECIFICATIONS | | | |
| Length 91.00" - 95.00" | Y or N | | Comment [d25]: Length 105.5 in |
| Width 44.00" - 48.00" | Y or N | | |
| Weight without batteries 500 - 680 lbs | Y or N | | Comment [d26]: N/A car is gas powered |
| Wheel Base 63.00" - 68.00" | Y or N | | |
| Fuel tank capacity 6 gallons | Y or N | | |
| Oil capacity 1 US Quart | Y or N | | |
| PERFORMANCE | | | |
| Maximum Forward Speed = 19 mph | Y or N | | Comment [d27]: 14.5 mpd |
| Reverse Speed of <= 10 mph | Y or N | | |
| Range up to 75 miles | Y or N | | Comment [d23]: 300 |
| PARTS AND SERVICE | | | |
| Factory authorized service center | Y or N | | |
| OEM parts delivery within 24 hours | Y or N | | |
| WARRANTY | | | |
| 4 Year Standard Warranty | Y or N | | Comment [d24]: 2 Y ear |

ITEM #4 - GASOLINE POWERED LIGHT DUTY UTILITY CART

| | COMPLY | EXCEPTIONS |
|--|--------|------------|
| ENGINE | | |
| Type = Gas powered, air cooled | Y or N | |
| Lubrication = Pressurized oil with spin type filter system or splash style | Y or N | |
| Power >= 9.0 HP | Y or N | |
| Size >= 286 cc | Y or N | |
| Air intake = Cartridge type paper filter with remote located air intake | Y or N | |
| DRIVE SYSTEM | | |
| Driveline = Unitized transaxle | | |

Comment [d28]: Hauler 800 G

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PH: (520) 837-4105 / FAX: (520) 791-4735

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

| | |
|---|--------|
| Transmission = CVT Continuously variable transmission | Y or N |
| Differential = full with manually activated lock which can be engaged or disengaged while in motion | Y or N |
| Differential protective guard | Y or N |
| Gear selection = Forward, neutral and reverse selected by operator | Y or N |
| 4 x 2 | Y or N |
| SUSPENSION | |
| Front - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers | Y or N |
| Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers | Y or N |
| BRAKES | |
| Front - Disc or Auto Adjusting Mechanical Drum | Y or N |
| Rear - Disc or Auto Adjusting Mechanical Drum | Y or N |
| Parking Brake - Rear Mechanical Foot Operated | Y or N |
| Non asbestos lined pads | Y or N |
| Semi-metallic pads with limited or lifetime warranty | Y or N |
| Metallic pads with limited or lifetime warranty | Y or N |
| Life Expectancy based upon 6 hours of average daily cart use | |
| FRAME | |
| Twin I-beam structure independent of body | Y or N |
| Rust proof, non-corrosive | Y or N |
| Front and rear receiver hitch- 2" | Y or N |
| SEATING | |
| Two Occupants | Y or N |
| Foam cushions with heavy duty vinyl covers on bench and seat backs or bucket seats | Y or N |
| BODY | |
| Front and Rear Bumpers | Y or N |
| Front brush guard | Y or N |
| Dash Mounted Instrumentation - Fuel gauge | Y or N |
| Hour Meter | Y or N |
| Low engine oil warning light | Y or N |
| Dual Head, Tail and Brake Lights | Y or N |
| STEERING | |
| Automotive Type | Y or N |
| Rack and Pinion or Worm Gear and Pitman System | Y or N |
| TIRES & WHEELS | |
| 20 x 10-8, 4 ply | Y or N |
| All terrain tread | Y or N |
| steel rims | Y or N |

Comment [d29]: CLASSIC

Comment [d30]: OPTION

Comment [d31]: HEADLIGHTS STANDARD- OTHER LIGHTS OPTION

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

DIMENSIONS/SPECIFICATIONS/CAPACITIES

| | | |
|-------------------------------------|----------------|--------|
| Length | 98" | Y or N |
| Width | 48" | Y or N |
| Wheel Base | 64" | Y or N |
| Fuel Capacity | 6 gal | Y or N |
| Oil Capacity | 1. quart | Y or N |
| Cargo Box | 500 lbs | Y or N |
| Vehicle Rated | 800 lbs | Y or N |
| Cargo Box Size | 25" x 41" x 7" | Y or N |
| Cargo Box Capacity | 13.8 cu. ft. | Y or N |
| Ground Clearance under differential | 4.6" | Y or N |
| Turning Diameter | 24.1 ft | Y or N |
| Turning Radius | 11.8 ft | Y or N |
| Bed load height | 31" | Y or N |

PERFORMANCE

| | |
|---------------------------------|--------|
| Forward Speed Maximum of 15 mph | Y or N |
| Reverse Speed of 10 mph | Y or N |

PARTS AND SERVICE

| | |
|------------------------------------|--------|
| Factory authorized service center | Y or N |
| OEM parts delivery within 24 hours | Y or N |

WARRANTY

| | |
|--------------------------|--------|
| 2 Year Standard Warranty | Y or N |
|--------------------------|--------|

Comment [d32]: Length 107 in

Comment [d33]: Width 49.5 in

Comment [d34]: Wheel base 65.5

Comment [d35]: 30.5 x44.5 x 7.5

Comment [d36]: 5.9 cubic feet

Comment [d37]: 4.3 in

Comment [d38]: 18.9 ft

Comment [d39]: 9.5 ft

Comment [d40]: 35"

Comment [d41]: 17.0 mph

Comment [d42]: 12.3 mpg

ITEM #5 - GASOLINE POWERED MEDIUM DUTY UTILITY CART

| | COMPLY | EXCEPTIONS |
|--|--------|------------|
| ENGINE | | |
| Type = Gas, 4 cycle OHV, air cooled | Y or N | |
| Lubrication = Pressurized oil with spin type filter system or splash style | Y or N | |
| Power >= 13 HP | Y or N | |
| Size >= 400 cc | Y or N | |
| Ignition = electronic | Y or N | |
| Air intake = Cartridge type paper filter with remote located air intake | Y or N | |
| DRIVE SYSTEM | | |
| Driveline = Unitized transaxle with CVT Drive clutch | Y or N | |
| Differential = Locking differential with shift-on-the-fly | Y or N | |
| Differential protective guard | Y or N | |
| Gear selection = Forward, neutral and reverse selected by operator | Y or N | |
| 4 x 2 | Y or N | |
| SUSPENSION | | |

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

| | | | |
|---|--------|--|--|
| Front - Independent A-arms with Coil over Hydraulic Shock Absorbers | Y or N | | |
| Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers | Y or N | | |
| BRAKES | | | |
| Front - Self adjusting hydraulic drum | Y or N | | Comment [d43]: OPTION - DISC |
| Rear - Self adjusting hydraulic drum | Y or N | | |
| Parking Brake - Manually operated, mechanically linked | Y or N | | |
| Non asbestos lined pads | Y or N | | |
| Semi-metallic pads with limited or lifetime warranty | Y or N | | |
| Metallic pads with limited or lifetime warranty | Y or N | | |
| Life Expectancy based upon 6 hours of average daily cart use | | | |
| FRAME | | | |
| Twin I-beam structure independent of body | Y or N | | |
| Rust proof, non-corrosive | Y or N | | |
| Front and rear receiver hitch- 2" | Y or N | | Comment [d44]: OPTION |
| SEATING | | | |
| Two Occupants | Y or N | | |
| High back bucket seats with heavy duty vinyl covering foam cushioning | Y or N | | |
| BODY | | | |
| Front tube brush guard | Y or N | | |
| Dash Mounted Instrumentation - | | | |
| Fuel gauge | Y or N | | Comment [d45]: OPTION |
| Hour Meter | Y or N | | Comment [d46]: OPTION |
| Low engine oil warning light | Y or N | | Comment [d47]: OPTION |
| Dual Head, Tail and Brake Lights | Y or N | | Comment [d48]: HEADLIGHTS STANDARD- OTHERS LIGHTS OPTION |
| Power Lift kit to assist lifting of loaded cargo box | Y or N | | Comment [d49]: OPTION |
| Sun Canopy | Y or N | | Comment [d50]: OPTTIION |
| STEERING | | | |
| Automotive Type | Y or N | | |
| Rack and Pinion or Worm Gear and Pitman System | Y or N | | |
| TIRES & WHEELS | | | |
| 23 x 10.5-12, 4 ply | Y or N | | Comment [d51]: 18.5 X 8 |
| All terrain tread | Y or N | | |
| steel rims | Y or N | | |
| DIMENSIONS/SPECIFICATIONS/CAPACITIES | | | |
| Length 125" | Y or N | | Comment [d52]: 113 in |
| Width 54" | Y or N | | Comment [d53]: 49.5 in |
| Wheel Base 80" | Y or N | | Comment [d54]: 77.0 in |
| Fuel Capacity 7 gal | Y or N | | Comment [d55]: 6.0 gal |
| Oil Capacity 1. quart | Y or N | | |

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

| | | | |
|--------------------------------------|-----------------|---------------|--|
| Cargo Box | 800 lbs | Y or N | |
| Vehicle Rated | 1200 lbs | Y or N | |
| Cargo Box Size | 45" x 48" x 11" | Y or N | |
| Cargo Box Capacity | 13.8 cu. ft. | Y or N | |
| Ground Clearance under differential | 6" | Y or N | |
| Ground Clearance under foot platform | 12" | Y or N | |
| Turning Diameter | 24.1 ft | Y or N | |
| Turning Radius | 11.8 ft | Y or N | |
| Bed load Height | 31" | Y or N | |
| PERFORMANCE | | | |
| Forward Speed Maximum of 19 mph | | Y or N | |
| Reverse Speed of <= 13 mph | | Y or N | |
| Range up to 75 miles | | Y or N | |
| PARTS AND SERVICE | | | |
| Factory authorized service center | | Y or N | |
| OEM parts delivery within 24 hours | | Y or N | |
| WARRANTY | | | |
| 2 Year Standard Warranty | | Y or N | |

- Comment [d57]: 36 X 44 X 10.5
- Comment [d58]: 9.6 CU FT
- Comment [d59]: 4.3:
- Comment [d60]: 8.6"
- Comment [d56]: 22 ft
- Comment [d61]: 11 ft
- Comment [d62]: 35"
- Comment [d63]: 16.5 mph

BRAKES

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

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INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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

City: The City of Tucson, Arizona

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

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

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

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

May: Indicates something that is not mandatory but permissible.

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

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

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

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.
3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.
5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
6. **PREPARATION OF PROPOSAL:**
 - A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
 - B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
 - C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall

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

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

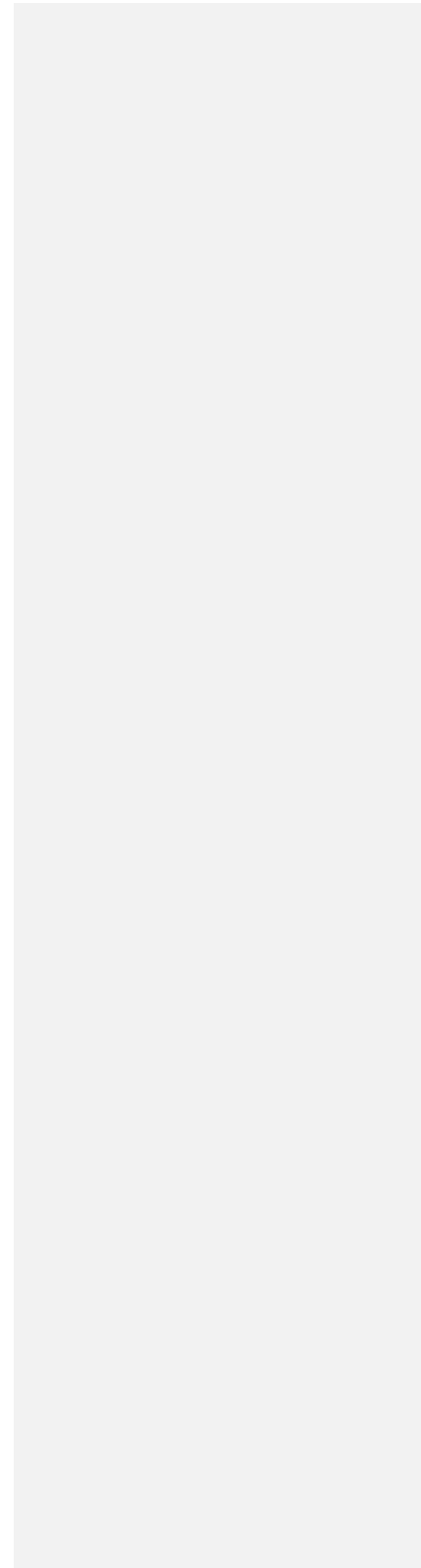
A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney.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

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

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- 25. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
 - B. The signature of the protestant or its representative;
 - C. Identification of the Request for Proposal or Contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
 - E. The form of relief requested.



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PROPOSAL EVALUATION REQUIREMENTS

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

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

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

A. Method of Approach

1. National Program Response

Provide a response to the national program

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

- i. highlight experience, demonstrate a strong national presence

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

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

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

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

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

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

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

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

iii. describe how products and services will be distributed nationwide

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

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

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

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

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

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

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

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

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

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

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

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[Please see attached Exception Sheet](#)

2. Product and Service

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

[See Attached Bid Pricing Documents](#)

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

[Detailed product brochures of E-Z-GO, Cushman & Bad Boy Buggies are attached.](#)

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

[See Detailed Product Specifications](#)

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

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

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

[See Detailed Product Specifications](#)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N/A

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

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

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

E-Z-GO offers a full line of:

Golf - Personal Golf Cars, Trail Utility, Trail Leisure, Turf Maintenance, Food & Beverage, Hospitality Vehicles – electric, gas, and diesel.

Industrial & Commercial – Factory & Warehouse, Burden Carriers, Tuggers, Utility, Food Service, Personnel Transport, Street Legal Vehicles – electric, gas, diesel.

Sport Series Vehicles – electric, gas, and diesel.

Work Series Vehicles – electric, gas and diesel.

Custom Vehicles – electric, gas, and diesel.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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3. Orders, Invoices and Delivery

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

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

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

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

- c. Describe your delivery commitment:

1. What are your standard delivery days

Monday – Friday

Vehicle: 60 Days ARO

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

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

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

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

4. Other

- a. Describe any government rebate programs applicable.

N/A

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

N/A

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

Textron Corporate proprietary information is not available for public bid.

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

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

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

B. Price Proposal

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

See attached pricing documentation.

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

See attached Price Sheet

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

Detailed freight rate table attached

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

N/A

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

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

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

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

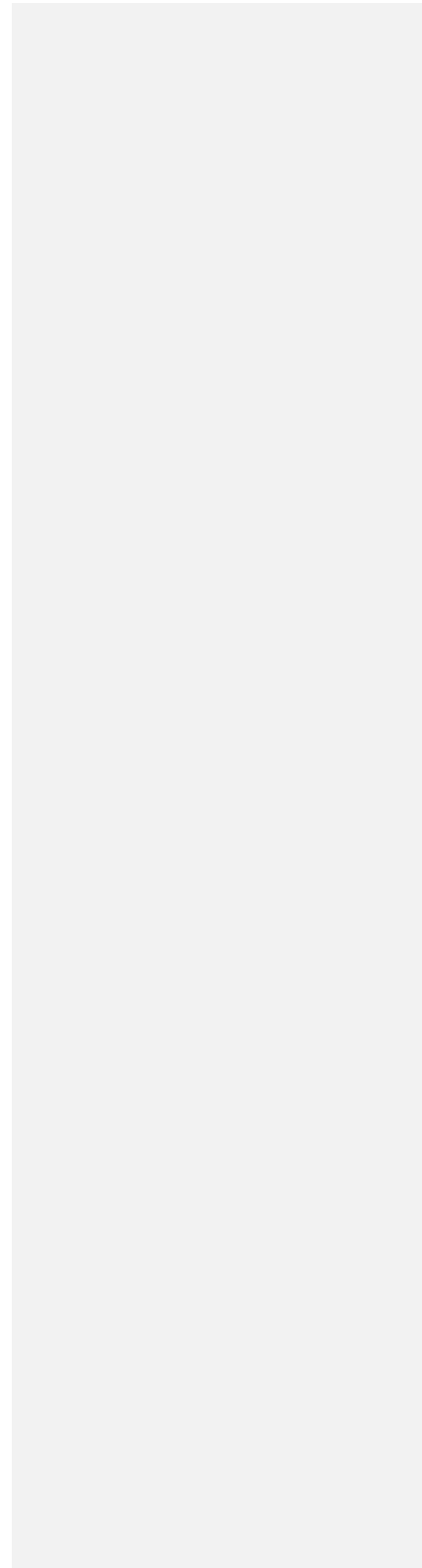
7. Provide information on any ordering methods – such as electronic ordering or payment via pCard – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

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

Standard payment discount: 2% -10 Net 30.

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

C. Qualifications and Experience

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

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

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

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

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

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

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

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

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

See attached Organizational Profile & References

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

Lurie Nichol – Government Sales Manager

Donna Conrad – Government Sales Support Administrator

Hamish Lusty – Director of Sales Commercial Value Stream

Darryl Heffline – Vice President Commercial Value Stream

6. Describe the qualifications of your sales personnel and technicians. Include information on professional certifications obtained and the number staff currently certified.
7. Please submit any additional information that you feel is applicable to your qualifications and experience.

III. GENERAL

A. Shortlist:

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

B. Interviews:

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

C. Additional Investigations:

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

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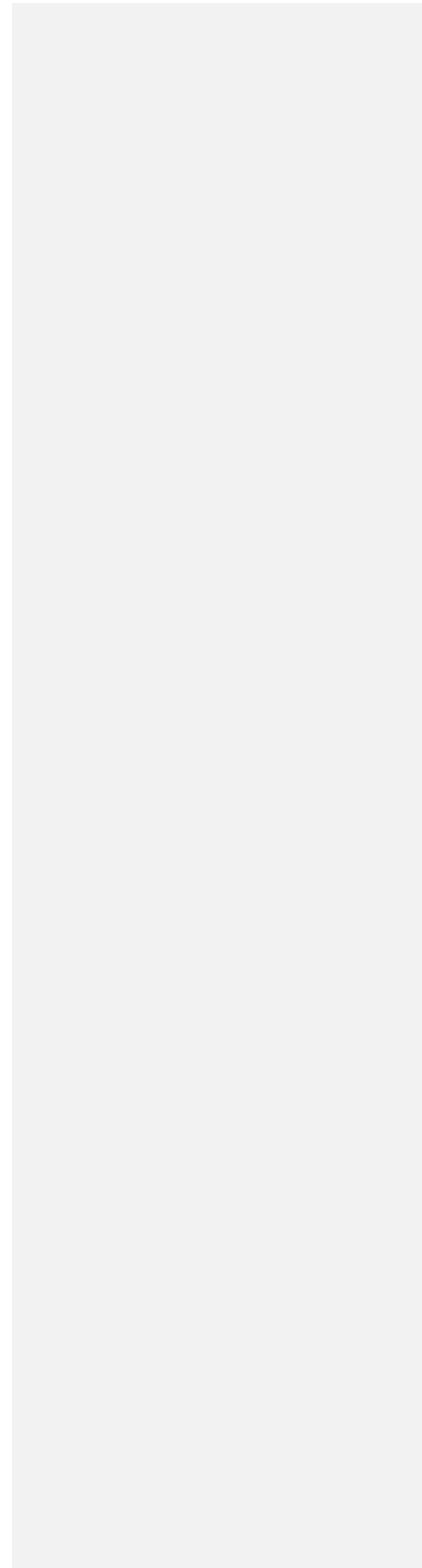
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D. Prior Experience:

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

E. Multiple Awards:

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



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SPECIAL TERMS AND CONDITIONS

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

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

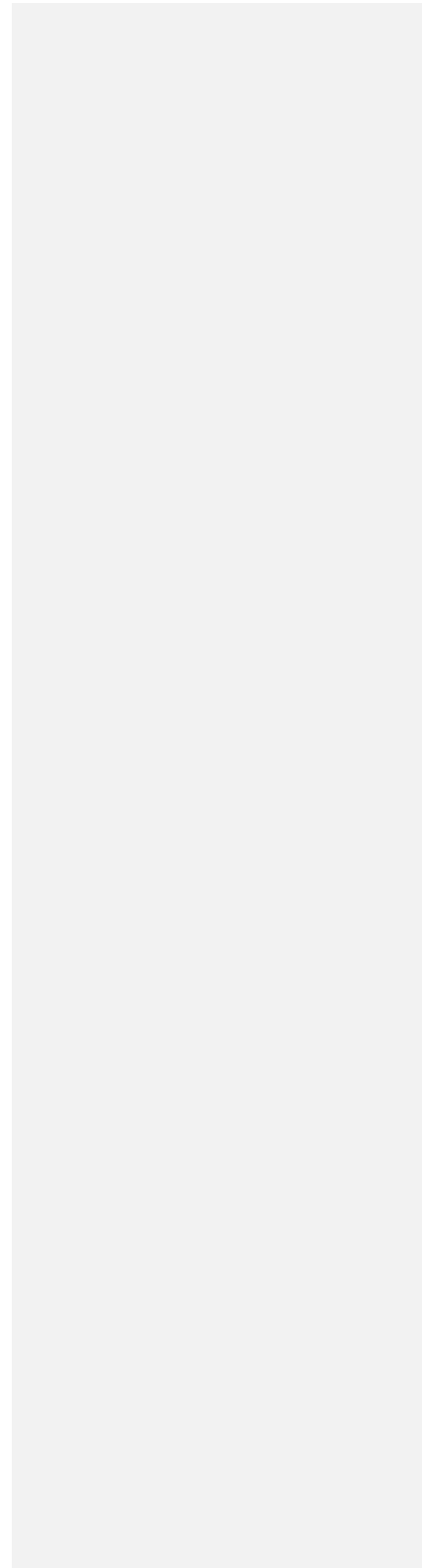
Agencies outsourcing the maintenance of parks, golf courses, etc., may have service providers provide materials through this contract. Service providers are responsible for tracking the products purchased off this contract and ensuring those products are only used for the agency they are providing service.

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

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



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- 7. TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions. The City reserves the right to exercise an option to temporarily extend the Contract for any length of time from the expiration date, for any reason.
- 8. PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.
- 9. SUBSTITUTE ITEMS:** Contractor reserves the right without liability to change specifications for new products that it produces and assumes no obligation to change equipments previously purchased or to continue to supply discontinued equipments to the City. In the event that a product is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:
- A formal announcement from the manufacturer that the product or model has been discontinued.
 - Documentation from the manufacturer that names the replacement product or model.
 - Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
 - Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - Documentation confirming that the price for the replacement is the same as or less than the discontinued model.
- 10. NEW PRODUCTS AND/OR ACCESSORIES:** The City of Tucson, at its sole discretion, may allow new products announced by the manufacturers represented on the contract to be incorporated. The request may be submitted at any time during the contract period and shall be supplemented with the following information.
- a. A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.
 - b. Documentation that provides clear evidence that the new product(s) are those that are within the established commodity group.
 - c. Documentation that states prices will be sold at the existing discount from list price as existing products.

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CONTRACT OFFICER: LLOYD B. WINDLE, II
PH: (520) 837-4105 / FAX: (520) 791-4735

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority **on behalf of the City of Tucson** to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the **written** approval of the Department of Procurement **and Contractor**. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall

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

- 13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 14. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

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

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

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

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall **to the extent of their negligence, unlawful conduct, or violation of applicable law** pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

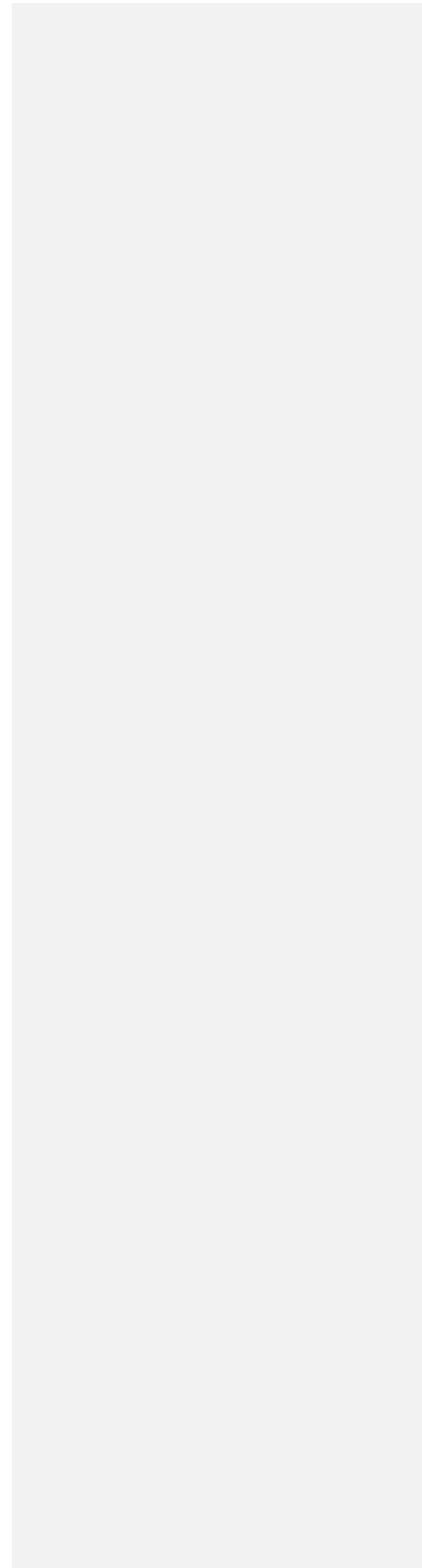
The Contractor's payment terms shall apply to all purchases and to all payment methods.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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PRICE PAGE

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

| ITEM# | DESCRIPTION | UNIT PRICE |
|-------|---|------------|
| 1. | Electric Powered Golf Vehicle, as per specifications MANUFACTURER AND MODEL NUMBER— | \$ 3658.56 |
| 2. | Gasoline Powered Golf Vehicle, as per specifications MANUFACTURER AND MODEL NUMBER | \$ 3609.60 |
| 3. | Gasoline Powered Transportation Golf Vehicle, As per specifications MANUFACTURER AND MODEL NUMBER | \$ 7152.60 |
| 4. | Light Duty Utility Vehicle, as per specifications MANUFACTURER AND MODEL NUMBER | \$ 6265.70 |
| 5. | Medium Duty Utility Vehicle, as per specifications MANUFACTURER AND MODEL NUMBER | \$ 7004.90 |

Comment [d64]: TXT FREEDOM ELECTRIC # 614265

Comment [d65]: TXT FREEDOM GASOLINE # 612946

Comment [d66]: RXV 2+2 GASOLINE # 614420

Comment [d67]: HAULER 800 GASOLINE #618841

Comment [d68]: HAULER 1200 GASOLINE #618843

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

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PRICE PAGE
(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT)

| ITEM# | DESCRIPTION | UNIT PRICE |
|-------|--|--------------------|
| 1. | Equipment: Electric Powered Golf Vehicle Replacement Parts: | |
| | Battery | \$ 113.00 |
| | PART/ITEM NUMBER--72824G01 | |
| | Electric Motor | \$ 420.00 |
| | PART/ITEM NUMBER--624129 | |
| | Brake Pads--- | \$ 13.00 |
| | PART/ITEM NUMBER--612412/612411 | |
| | Charger | \$ 328.00 |
| | PART/ITEM NUMBER---622418 | |
| | Speed Controller | \$ 350.00 |
| | PART/ITEM NUMBER--612632 | |
| | Front Axle | \$ 81.00 |
| | PART/ITEM NUMBER--602513 | |
| | Steering Gear | \$ 120.00 |
| | PART/ITEM NUMBER---70964G02 | |
| | Tires/WHEEL | \$ 57.00 |
| | PART/ITEM NUMBER---612772 | |
| | Wheels | \$ N/A |
| | PART/ITEM NUMBER---SEE ABOVE | |
| | (B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 1 | \$ 1,566.00 |

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

Drive Clutch \$ 179.00
PART/ITEM NUMBER---618684

Comment [d69]: FREEDOM TXT ELECTRIC

Comment [d70]: Parts Manual part # 614278
\$ 42.00

Comment [d71]: Brake Drum part # 21807G2 @
\$42.00

Comment [d72]: FREEDOM TXT GASOLINE

Comment [d73]: FREEDOM TXT GASOLINE
PARTS MANUAL PARTS # 614275 \$ 42.00

Comment [d74]: Driven Clutch # 618685
\$155.00

Comment [d75]: Drive Belt # 618630 \$39.00

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

| ITEM# | DESCRIPTION | UNIT PRICE |
|--------------|---|-------------------|
| | Starter/Generator | \$ 245.00 |
| | PART/ITEM NUMBER---625715 | |
| | Battery | \$ 55.00 |
| | PART/ITEM NUMBER---24775G1 | |
| | Brake Pads | \$ 13.00 |
| | PART/ITEM NUMBER---612412/612411 | |
| | Front Axle | \$ 81.00 |
| | PART/ITEM NUMBER---602513 | |
| | Steering Gear | \$ 120.00 |
| | PART/ITEM NUMBER---70964G02 | |
| | Fuel Filter | \$ 2.00 |
| | PART/ITEM NUMBER---72084G01 | |
| | Air Filter | \$ 18.00 |
| | PART/ITEM NUMBER---28463G01 | |
| | Tires/ WHEEL | \$ 57.00 |
| | PART/ITEM NUMBER---612772 | |
| | Wheels | \$ SEE ABOVE |
| | PART/ITEM NUMBER---SEE ABOVE | |
| | (B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 2 | \$ 1048.00 |

3. Equipment: Gasoline Powered Transportation Golf Vehicle
Replacement Parts:

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

Comment [d76]: BRAKE DRUM # 21807G2
\$ 42.00

Comment [d77]: RXV 2+2 GASOLINE

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

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

Comment [d80]: BELT # 618630 \$ 39.00

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

| ITEM# | DESCRIPTION | UNIT PRICE |
|--------------|---|-------------------|
| | Battery | \$ 55.00 |
| | PART/ITEM NUMBER---24775G1 | |
| | Brake Pads | \$ 13.00 |
| | PART/ITEM NUMBER---612412/612411 | |
| | Front Axle (2) | \$ 40.00 |
| | PART/ITEM NUMBER---608089 | |
| | Steering Gear | \$ 182.00 |
| | PART/ITEM NUMBER---618329 | |
| | Fuel Filter | \$ 2.00 |
| | PART/ITEM NUMBER---72084G01 | |
| | Air Filter | \$18.00 |
| | PART/ITEM NUMBER---28463G01 | |
| | Tires/Wheel | \$ 57.00 |
| | PART/ITEM NUMBER---612772 | |
| | Wheels | \$ SEE ABOVE |
| | PART/ITEM NUMBER--- SEE ABOVE | |
| | (B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 3 | \$ 1027.00 |

4. **Equipment: Light Duty Utility Vehicle**
Replacement Parts:

| | | |
|--|--------------------------------------|-----------|
| | Master Brake Cylinder---NONE | \$ N/A |
| | PART/ITEM NUMBER---N/A | |
| | Clutch Cable Assembly---CLUTCH DRIVE | \$ 179.00 |
| | PART/ITEM NUMBER---623948 | |
| | Starter/Generator | \$ 245.00 |
| | PART/ITEM NUMBER---625715 | |
| | Battery | \$ 55.00 |

Comment [d81]: Hauler 800 Gas

Comment [d82]: Parts MANUAL # 624955
\$ 42.00

Comment [d83]: BELT # 618630 \$39.00
DRIVEN CLUTCH # 623949 \$ 156.00

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

REQUEST FOR PROPOSAL NO. 130795
 PAGE 37 OF 40
 CONTRACT OFFICER: LLOYD B. WINDLE, II
 PH: (520) 837-4105 / FAX: (520) 791-4735

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

| | |
|--|-----------|
| PART/ITEM NUMBER---24775G1 | |
| Brake Pads | \$ 13.00 |
| PART/ITEM NUMBER---612412/612411 | |
| Front Axle | \$ 81.00 |
| PART/ITEM NUMBER---602513 | |
| Steering Gear | \$ 120.00 |
| PART/ITEM NUMBER---70964G02 | |
| Tires/WHEEL | \$ 70.00 |
| PART/ITEM NUMBER---28757G01 (FRONT) | |
| TIRE/Wheels | \$ 70.00 |
| PART/ITEM NUMBER---28757G03 (REAR) | |
| (B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 4 \$ 1042.00 | |

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

| | |
|------------------------------------|-----------|
| Master Brake Cylinder | \$ N/A |
| PART/ITEM NUMBER---NONE | |
| Clutch Cable Assembly | \$ |
| PART/ITEM NUMBER---SEE COMMENT D53 | |
| Starter/Generator | \$ 245.00 |
| PART/ITEM NUMBER---625715 | |
| Battery | \$ 55.00 |
| PART/ITEM NUMBER---24775G1 | |
| Brake Pads | \$ 13.00 |
| PART/ITEM NUMBER---612412/612411 | |
| Front Axle | \$ 81.00 |

Comment [d84]: BRAKE DRUM # 21807G2 \$42.00

Comment [d85]: HAULER 1200 GAS

Comment [d86]: PARTS MANUAL # 624955 \$42.00

Comment [d87]: CLUTCH DRIVE # 618684 \$179.00
 CLUTCH DRIVEN # 618685 \$ \$155.00
 BELT # 618630 \$39.00

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

REQUEST FOR PROPOSAL NO. 130795
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CONTRACT OFFICER: LLOYD B. WINDLE, II
PH: (520) 837-4105 / FAX: (520) 791-4735

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

| ITEM# | DESCRIPTION | UNIT PRICE |
|--------------|--|---------------------|
| | PART/ITEM NUMBER---602513 | |
| | Steering Gear | \$ 120.00 |
| | PART/ITEM NUMBER---70964G02 | |
| | Tires/WHEEL | \$ 70.00 |
| | PART/ITEM NUMBER---28757G01 (FRONT) | |
| | TIRE/Wheels | \$ 70.00 |
| | PART/ITEM NUMBER---28757G03 (REAR) | |
| | (B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 5 | \$ 1069.00 |
| | (A) EQUIPMENT TOTAL FOR ITEMS 1-5 | \$ 27,691.36 |
| | (B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEMS 1-5 | \$ 5,752.00 |
| | GRAND TOTAL (A + B) | \$ 33,443.36 |

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

REQUEST FOR PROPOSAL NO. 130795
PAGE 39 OF 40
CONTRACT OFFICER: LLOYD B. WINDLE, II
PH: (520) 837-4105 / FAX: (520) 791-4735

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

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

For clarification of this offer, contact:

E-Z-GO Division of Textron Inc.

Company Name

Name: _____

1451

Address

Title: _____

Augusta, GA 30906

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

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

CITY OF TUCSON, a municipal corporation

Approved as to form this _____ day of _____, 2013.

Awarded this _____ day of _____, 2013.

As Tucson City Attorney and not personally

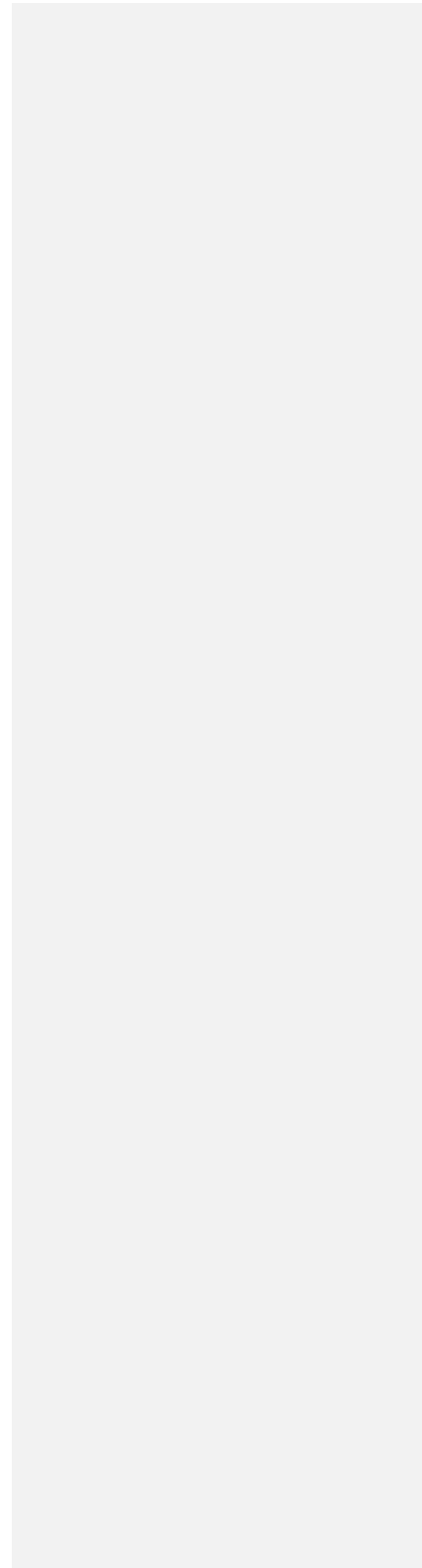
Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Interim Director of Procurement and not personally

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

REQUEST FOR PROPOSAL NO. 130795
PAGE 40 OF 40
CONTRACT OFFICER: LLOYD B. WINDLE, II
PH: (520) 837-4105 / FAX: (520) 791-4735

ATTACHMENTS

Attachment I – National IPA Exhibits



Attachment I – National IPA Exhibits



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

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

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

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

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

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

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

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

1.0 Scope of National Cooperative Contract

1.1 Requirement

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

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

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

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

1.2 Marketing and Administrative Support

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

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

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

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

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

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

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

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

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

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

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

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

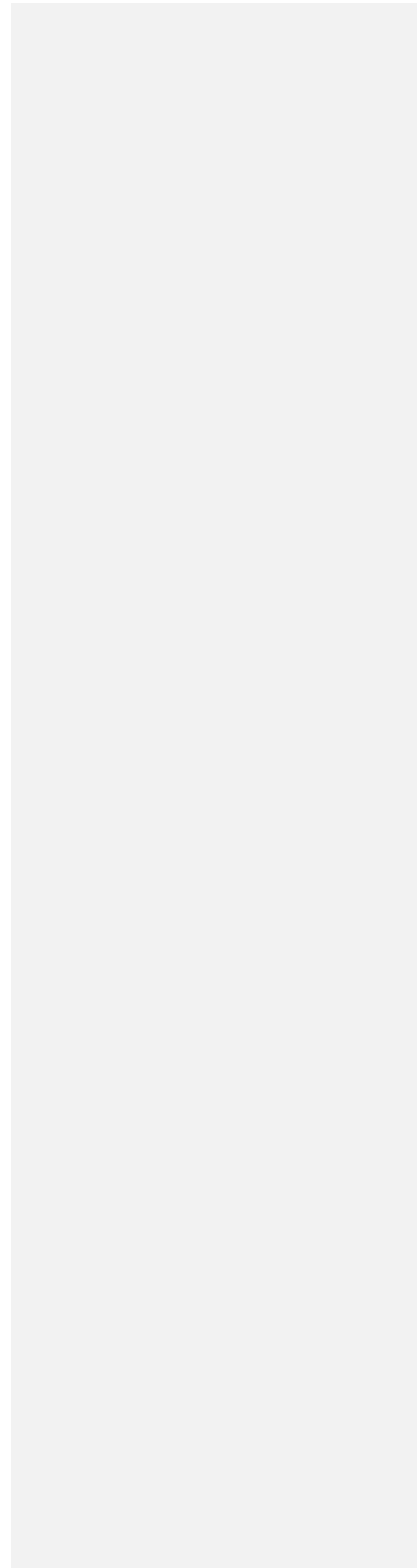
1.3 Estimated Volume

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

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

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

Requirements for National Cooperative Contract
Page 43 of 64



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

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

1.4 Award Basis

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

1.5 Objectives of Cooperative Program

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

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

2.1 REPRESENTATIONS AND COVENANTS

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

2.2 Corporate Commitment

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

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

2.3 Pricing Commitment

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

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

2.4 Sales Commitment

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

3.1 SUPPLIER QUALIFICATIONS

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

3.2 Company

A. Brief history and description of your company.

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

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

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

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

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

capitalization of \$7.62 billion.

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

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

Textron Inc. employs 33,000 people worldwide.

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

196 Sales and Service remote employees

31 Fleet Account Managers

16 Territory Account Managers

7 Regional Sales Directors

5 National Account Managers

4 Value Stream Vice Presidents

4 International Sales Managers

2 Government Sales Managers

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

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

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

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

D. Annual sales for the three previous fiscal years.

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

E. Submit your FEIN and Dunn & Bradstreet report.

FEIN 05-03-15468

DUNS (Textron) 02-321-1535

DUNS (EZGO) 001-338-979

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

3.3 Distribution, Logistics

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

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

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

E-Z-GO's dealer network documentation will be provided upon successful award. The E-Z-GO dealer network is additionally located for each brand on the respective websites. www.ezgo.com; www.cushman.com; www.badboybuggies.com;

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

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

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

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

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

3.4 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
- a. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

First 10 Days

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

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

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

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

30 Days

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

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

90 Days

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

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

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

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

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

See 3.4A

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

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

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

See 3.4A

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

- b. Announcement, contract details and contact information published on the company website within first 30 days
See response B. above.
- c. Design, publication and distribution of co-branded marketing materials within first 90 days
See response A. above.
- d. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

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

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

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

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

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

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

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

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

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

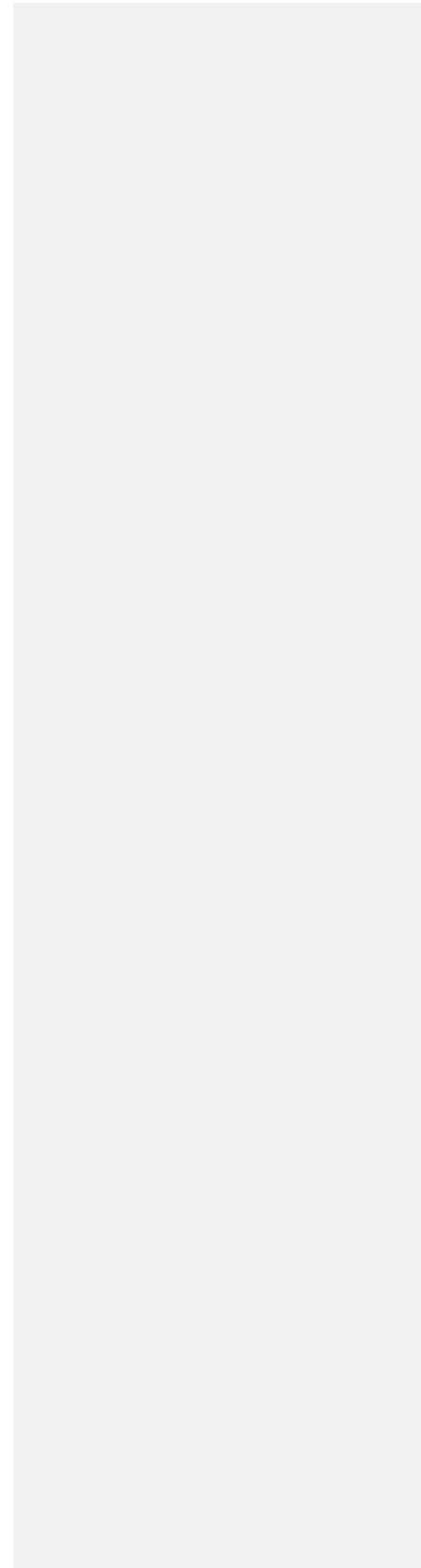
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services

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

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

Requirements for National Cooperative Contract

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

- i. Master Agreement was competitively solicited by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
- G. Provide contact information for the person(s), who will be responsible for:
- a. Marketing
 - b. Sales
 - c. Sales Support
 - d. Financial Reporting
 - e. Contract

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

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

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

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

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

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

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

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

approach will benefit both partners with long term rewards.

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

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

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

N/A

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

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

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

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

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

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

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

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

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this ____ day of _____ 20 ____, between National Intergovernmental Purchasing Alliance Company (“National IPA”), and _____ (herein “Supplier”).

RECITALS

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

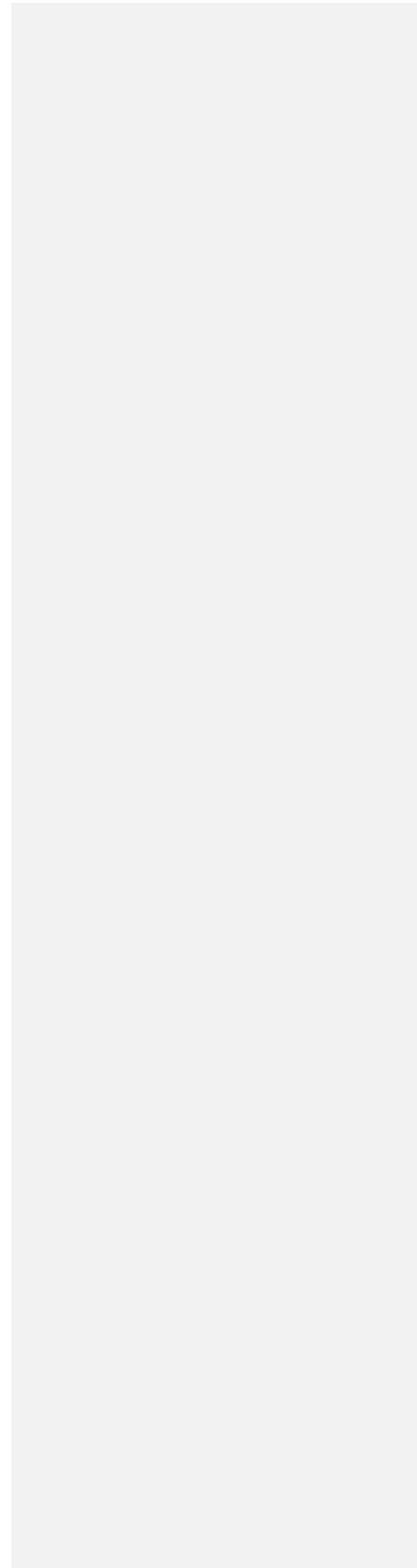
TERM OF AGREEMENT

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

NATIONAL PROMOTION

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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT
Requirements for National Cooperative Contract
Page 50 of 64



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

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

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

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

QUARTERLY FEES & MONTHLY REPORTING

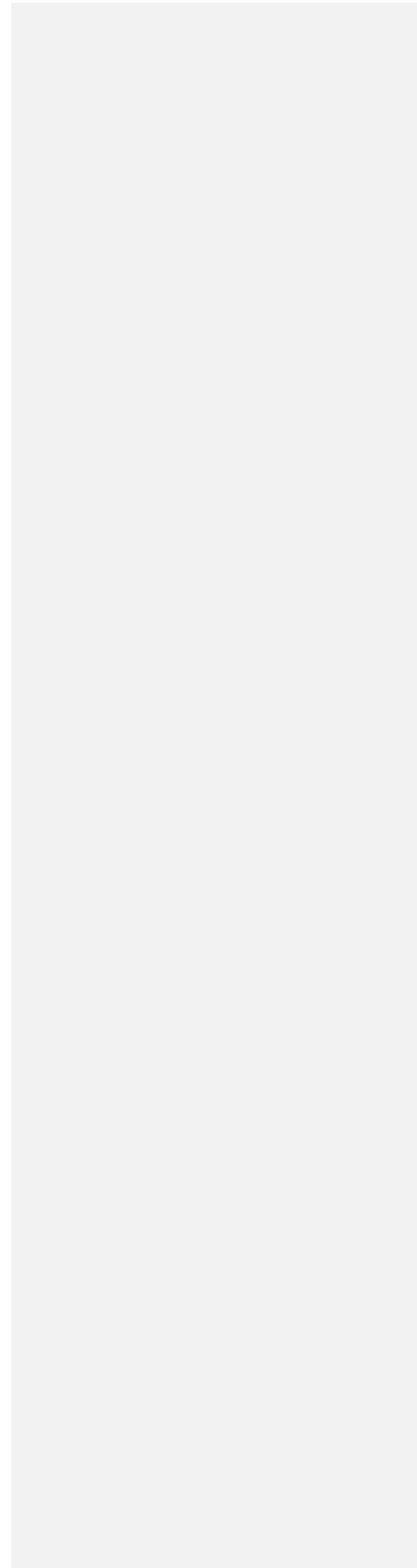
10. Supplier shall pay National IPA an administrative fee in the amount of ___% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including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

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

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

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

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

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

12. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

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

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
1600 Westgate Circle
Suite 275
Brentwood, TN 37027

B. Principal Procurement Agency

C. Supplier

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

18. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Name

Title

Title

Date

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) to be appended and made a part hereof and other public agencies (“Participating Public Agencies”) that register electronically with National Intergovernmental Purchasing Alliance Company (“National IPA”) or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein “Products”);

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of NAME OF PPA (“Principal Procurement Agency”), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”).

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

Signature

Name

Title

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

| | | | | |
|----------------------|--------------------|------------------------|-------------------------|------------------------|
| State of Alabama* | State of Hawaii | State of Massachusetts | State of New Mexico | State of South Dakota |
| State of Alaska | State of Idaho | State of Michigan | State of New York | State of Tennessee |
| State of Arizona | State of Illinois | State of Minnesota | State of North Carolina | State of Texas |
| State of Arkansas | State of Indiana | State of Mississippi | State of North Dakota | State of Utah |
| State of California | State of Iowa | State of Missouri | State of Ohio | State of Vermont |
| State of Colorado | State of Kansas | State of Montana | State of Oklahoma* | State of Virginia |
| State of Connecticut | State of Kentucky | State of Nebraska | State of Oregon | State of Washington |
| State of Delaware | State of Louisiana | State of Nevada | State of Pennsylvania | State of West Virginia |
| State of Florida | State of Maine | State of New Hampshire | State of Rhode Island | State of Wisconsin |
| State of Georgia | State of Maryland | State of New Jersey | State of South Carolina | State of Wyoming |
| District of Columbia | | | | |

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BOSSIER CITY, LA
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR

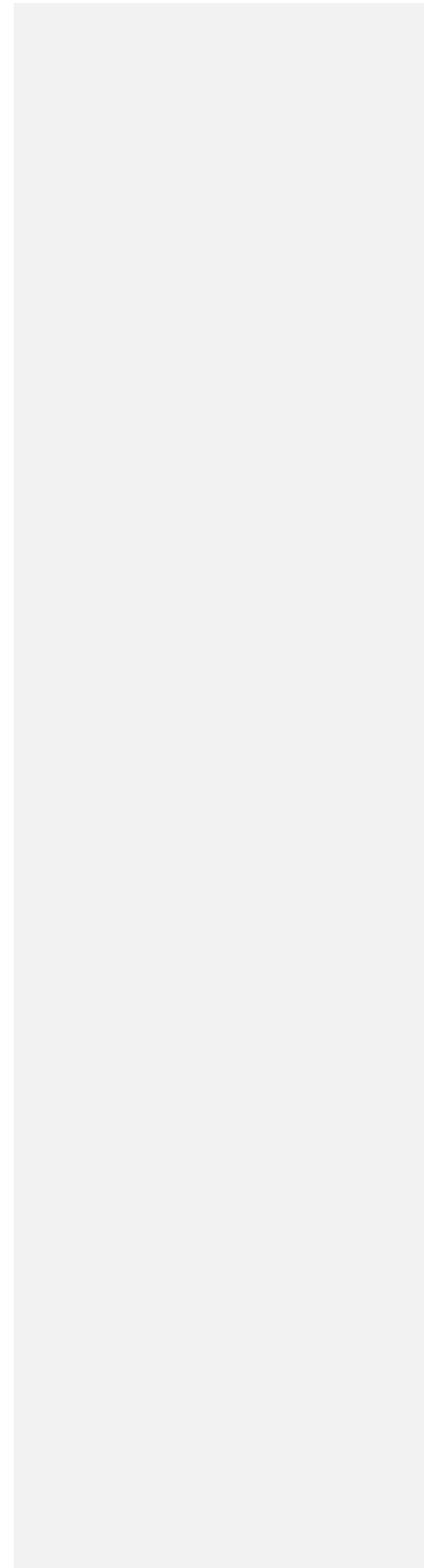
CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF RIDDLE, OR
CITY OF ROSEBURG, OR
CITY OF REDMOND, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WARRENTON, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON

Counties and Parishes including but not limited to:

ASCENSION PARISH, LA
ASSOCIATION OF OREGON COUNTIES



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

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BAKER COUNTY, OR
BENTON COUNTY, OR
BOARD OF WATER SUPPLY, OR
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
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SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR

Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:

BEND METRO PARK AND RECREATION DISTRICT
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
EUGENE WATER AND ELECTRIC BOARD
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LOUISIANA PUBLIC SERVICE COMMISSION, LA
MEDFORD WATER COMMISSION
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
PORTLAND DEVELOPMENT COMMISSION, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
SOUTHEASTERN LOUISIANAN UNIVERSITY
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT

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

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CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MUL TNOHAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CTY SCHOOL DISTRICT 21

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

REQUEST FOR PROPOSAL NO. «IFBNUMBER»
PAGE 6 OF «TOTALPAGES»
CONTRACT OFFICER: «CONTRACTOFFICER»
PH: (520) 791-4400 Ext. «PHONEEXT» / FAX: (520) 791-4735

NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT PHOENIX-
TALENT SCHOOL DISTRICT NOA PORTLAND
JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32

Higher Education

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
DEVRY UNIVERSITY - PORTLAND
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE

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

REQUEST FOR PROPOSAL NO. «IFBNUMBER»
PAGE 7 OF «TOTALPAGES»
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OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERISTY

State Agencies

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION

| <u>Vehicles</u> | <u>E-Z-GO Vehicle Pricing Off MSRP</u> |
|------------------------------------|--|
| Golf Cars | 52% |
| Utility Vehicles (Turf) | 30% |
| Utility Vehicles (Industrial) | 20% |
| Transportation Vehicles (Shuttles) | 30% |
| Hospitality Vehicles (Refreshers) | 20% |
| Road Legal Low Speed Vehicles | 20% |
| AWD Vehicles | 20% |
| Parts | 30% |
| Accessories/Custom Solutions | 30% |

Free Goods Program (Agencies who purchase over \$100,000.00 receive credit to spend on Vehicles, Parts, and accessories)

| Spend Amount | Rebate \$ |
|-----------------------|------------------------|
| \$100,000 - \$149,999 | \$4000 - \$5999.96 |
| \$150,000 - \$199,999 | \$6000 - \$7999.96 |
| \$200,000 - \$249,999 | \$8,000 - \$9999.96 |
| \$250,000 - \$299,999 | \$10,000 - \$11,999.96 |
| \$300,000 - \$349,999 | \$12,000 - \$13,999.96 |
| \$350,000 - \$399,999 | \$14,000 - \$15,999.96 |
| \$400,000 - \$449,999 | \$16,000 - \$17,999.96 |
| \$450,000 - \$499,999 | \$18,000 - \$19,999.96 |
| \$500,000 + | \$20,000 |

Freight 25% less than E-Z-GO rates current published rates

Based Upon \$4 a Gallon Diesel rates

*

Installation Charges:

\$175 per vehicle for canopy top, windshield and other options of a canopied vehicle

\$450 per vehicle for a custom cab and other options on a cab vehicle

\$35 per cart for tops, windshields and other options for fleet golf



**CITY OF
TUCSON**
DEPARTMENT
OF
PROCUREMENT

July 30, 2013

Mr Rusty McGahee.
E-Z-GO Division of Textron Inc.
1451 Marvin Griffin Rd
Augusta, GA 30906

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

**RE: City of Tucson RFP #130795 -- Golf, Utility and Hospitality Carts
Request for Revised Offer**

Dear Mr. McGahee:

Thank you for attending the teleconference meeting with the City of Tucson on July 30, 2013. In order for the evaluation committee to proceed with the evaluation of your proposal, we would like to give you the opportunity to strengthen your proposal by submitting a revised offer.

Your revised offer should modify the original offer and be based upon the information exchanged during the interview session as well as the interview agenda items. At a minimum, please address the following items in your revised offer.

1. Pricing: You may submit revised pricing for all product and service categories. Please submit revised pricing using the same format as the original offer. That is, if any component of your pricing strategy changes such as proposing a more aggressive discount off, then re-submit the price pages for the sample equipment and parts. If revised pricing is not being offered, the original submitted pricing will be used for the evaluation.
2. Describe in detail your response to the interview agenda item numbers 1, 3 and 4.
3. Explain the reasoning for the 60 Day ARO for vehicles.
4. Many agencies are still facing budget reductions and will consider alternate financial tools to acquire new and/or used vehicles. Describe your firms lease programs for new vehicles as well as a lease-buyback of returned vehicles. Submit your firms standard lease documents for review.
5. Clarify your response for parts delivery. There appears to be a conflict in the proposed language contained on Page 4, Service Requirements, 2. Parts and Service which states 3 – 4 weeks and Page 27, 3. Orders, Invoices and Delivery, c.1. What are your standard delivery days? which states 3-10 business days.

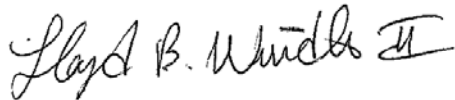
It is important that the Evaluation Committee be provided with all requested information to properly evaluate your offer. Submit your revised offer via email no later than 4:00 p.m. Tuesday August 6, 2013.

In the event EZGO advances to the final stage of negotiations, the City of Tucson will schedule a negotiation meeting for the first week of September.

The City of Tucson appreciates your attention to this matter. If you should have any questions, please call me at (520) 837-4105.

Please reply to this letter via email to Lloyd.windle@tucsonaz.gov. If you should have any questions, please contact me at (520) 837-4105.

Sincerely,

A handwritten signature in black ink that reads "Lloyd B. Windle II". The signature is written in a cursive style with a large, stylized "L" and "W".

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

Municipal obligations are unique

State and local government borrowers cannot enter into a debt obligation without voter approval. A transaction subject to appropriation is not considered debt.

Debt: A financial obligation > 12 months. For example, general obligation (“GO”) bond of a city.

Current Expense: A lease purchase transaction, **subject to annual appropriation** is considered a current expense. For example, a five year equipment loan, subject to appropriation = Five (1) year loans.

Borrowers must have the legal right to terminate the loan at the end of each fiscal year. Lender can sell the equipment but has no right to a deficiency judgment.

Tax-exempt Municipal Lease Purchase

- **NON-APPROPRIATION CLAUSE**
(or renewal option based on State law)
- **TITLE HELD BY LESSEE**
- **SECURITY INTEREST HELD BY LESSOR**
- **FULLY AMORTIZING OBLIGATION**
(Payment schedule P&I breakdown, \$1 option)
- **NO RESIDUAL or FMV OPTION**
- **FULL INTEREST RATE DISCLOSURE**
(Amortization schedule and IRS form 8038)
- **LEGAL OPINION**
(Duly Authorized Legal, Valid and Binding; Compliance with Public Bidding)
- **AUTHORIZING BOARD RESOLUTION**
(County Board / City Council /Board of Education)



Taxable Municipal Lease

- **NON-APPROPRIATION CLAUSE**
(or renewal option based on State law)
- **LESSOR TYPICALLY OWNS EQUIPMENT**
- **PICKLE DEPRECIATION on NON-QTE ASSETS**
- **RESIDUAL/FMV**
- **AUTHORIZING BOARD RESOLUTION**
(County Board / City Council /Board of Education)



Key Areas of Expertise

Documentation

- Appropriation/Renewal/Abatement
- Issuer Specific T's & C's

State Law

Tax Expertise

Creating Flexible Solutions

Collateral Knowledge

Bid Process

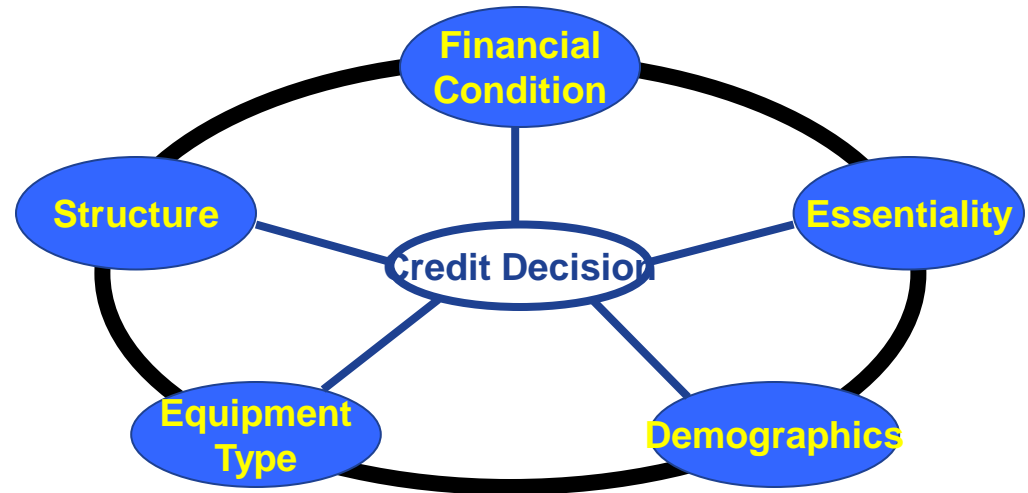


Underwriting

Municipal Transactions:

What we look at:

- Financial Condition
- Deal Structure
- Equipment Type
- Demographics
- Essentiality



Essential Use Analysis

Are the assets being financed essential for the borrower to carry out its primary roles and responsibilities?

- Replacement?
- Department using equipment?
- Feasibility study?
- In the worst economic times, would the government appropriate funds for the continued use of the asset?



Municipal risk structuring

Assets Groups – single asset transactions less essential

Cross schedules for default and non-appropriation

Visibility of transaction

- Legal opinion (city attorney, county council, attorney general)
- Governing body resolution authorizing the specific transaction

Term/Structure

- Quarterly, semi-annual or annual payment structures
- Refinance existing transactions

Political Environment

- Did voters reject a bond issue for the project?

Municipal credit packages

Financial Condition

- Three years audited financials (interims typically not available)

Deal Structure

- Deal summary

Equipment Type

- Equipment description/Breakdown
- Invoices if available

Demographics

Essentiality

- Replacement?
- Department using equipment?
- Feasibility study?
- Cost savings analysis?

Potential areas of concern

Restrictions by state law or borrower policy

- Pledge of additional collateral
- Sale/Leaseback

Arbitrage on Deposit or Reserve Account

- Unless yield restricted and borrower receives all interest
- Not commercially relevant in todays market but rules are cumbersome

Pay to Play and/or Lobbying Restrictions

E-Z-GO LEASE AGREEMENT

| | | | | |
|--|--|---------------------|---|--|
| LESSEE | Legal Name | Contact | Phone No. | |
| Business Street Address/City/State/Zip | | County | Tax Identification No. | |
| Supplier | Name | Contact | Phone No. | |
| Equipment | Equipment Location (if the same as Lessee's address, check here only <input type="checkbox"/>) | | | |
| Quantity | Make and Model | General Description | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| KEY TERMS | Lease Term (months) | No. of Payments | Payment Amount(s) | Payment Frequency <input type="checkbox"/> Monthly <input type="checkbox"/> Other (describe) |
| Other Terms: Start Date: _____ End Date: _____ **If Payment Amount is a percentage (%) of gross monthly receipts (see section 3), then enter % here: _____ | | | Purchase Option (Mark with "x") ___ Fair Market Value ___ Other _____ | Equipment to be replaced annually? ___(Mark with "x", if yes; provide initials) |
| | | | | |

1. LEASE: The E-Z-GO Division of Textron Inc., ("Lessor") agrees to lease to Lessee certain equipment described above and manufactured and/or distributed by Lessor (such equipment and other personal property, replacement parts, replacements, additions, repairs and accessories, and all operation manuals, technical bulletins, plans, specifications, documents, is referred to as the "Equipment"). Lessee authorizes Lessor to correct minor typographical errors in the information contained in this Lease and enter additional omitted information. Lessor will send Lessee a copy of the final

version of this Lease. This Lease is a complete and exclusive statement of Lessee's and Lessor's agreement

for the lease of the Equipment, and may be modified in writing only. If Lessee is a corporation, this Agreement is executed pursuant to authority of Lessee's Board of Directors. If more than one Lessee executes this Agreement, Lessee's obligations under this Agreement are joint and several. By signing this lease, if Lessee is an individual, Lessee authorizes Lessor to obtain consumer credit bureau reports for credit and collection purposes.

2. TERM: This Lease will start when Lessor signs it, and will continue for the lease term specified above (the "Term"). The Term may be extended under the circumstances specified in Section 13 (the "Extended Term").

3. RENT: Lessee will pay Lessor rent in the amount(s) and at the frequency specified on the front of this Lease without abatement for any reason. Unless otherwise specified on the front of this Lease, the first rental payment will be due upon Lessee's acceptance of the Equipment in writing. IF ALL OR PART OF A RENTAL PAYMENT IS NOT PAID WHEN DUE, LESSOR MAY CHARGE LESSEE THE GREATER OF \$25.00 OR 10% OF THE AMOUNT PAST DUE. Lessor shall determine the order in which Lessee's payments are applied to Lessee's outstanding obligations owing to Lessor. **In the event that the rent shall be a set percentage of Lessee's gross monthly receipts generated by the use of the Equipment, the percentage shall be identified on the front of this Lease without abatement for any reason. Lessee shall collect a usage fee from all users of the Equipment. Said usage fee shall be acceptable to Lessor at its discretion.**

4. TITLE AND SECURITY INTEREST: Lessor has title to the Equipment. If for any reason it is determined that Lessee has title to the Equipment, Lessee grants Lessor a security interest in the Equipment and its accessions to secure all of the Lessee's present and future obligations owing to Lessor or Lessor's affiliates (the "Obligations"). Lessee will not permit any party other than lessor to have an interest in the Equipment. If requested by Lessor, Lessee will allow Lessor to conspicuously display Lessor's ownership or security interest on the Equipment. LESSEE AUTHORIZES LESSOR TO SIGN AND FILE FINANCING STATEMENTS IN LESSEE'S NAME COVERING THE EQUIPMENT AND ITS ACCESSIONS. LESSEE WILL REIMBURSE LESSOR FOR LESSOR'S ADMINISTRATIVE COSTS AND THE GOVERNMENTAL FEES RELATED TO SUCH FILINGS. To further secure the Obligations, Lessee grants Lessor a security interest in any security deposit specified on the front of this Lease. The security deposit will not earn interest, and will be commingled with Lessor's general funds.

5. SELECTION, PURCHASE AND QUALITY OF EQUIPMENT: LESSEE AGREES THAT IN THE EVENT THAT LESSOR ASSIGNS THIS LEASE TO ANY COMMERCIAL FINANCE COMPANY INCLUDING AFFILIATE FINANCE COMPANY (HEREINAFTER REFERRED TO AS "ASSIGNEE") THAT LESSEE SELECTED BOTH THE EQUIPMENT AND THE MANUFACTURER. ASSIGNEE SHALL LEASE THE EQUIPMENT TO LESSEE "AS IS", AND MAKE NO

REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE EQUIPMENT (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ABSENCE OF INFRINGEMENT). WITH RESPECT TO SUCH ASSIGNEE, LESSEE'S OBLIGATIONS UNDER THIS LEASE ARE ABSOLUTE, AND MAY NOT BE REDUCED OR OFFSET FOR ANY REASON. THOSE OBLIGATIONS WILL BE UNAFFECTED BY THE LOSS OR DESTRUCTION OF THE EQUIPMENT, ANY DISPUTE WITH ANY PARTY ABOUT THE PERFORMANCE OR SERVICING OF THE EQUIPMENT, OR THE OBSOLESCENCE OR DIMINISHED UTILITY OF THE EQUIPMENT. LESSEE IS THE BENEFICIARY OF ANY PROMISES OR WARRANTIES EXTENDED TO ASSIGNEE BY THE MANUFACTURER, AND LESSEE MAY CONTACT THE MANUFACTURER FOR A DESCRIPTION OF THOSE RIGHTS.

6. USE, REPAIRS AND SERVICE: Lessee will use the Equipment for commercial purposes only. Lessee will not alter the Equipment, allow it to be used by anyone other than Lessee or Lessee's invitees, agents or employees, or, without Lessor's permission, move it to a location different from the equipment location specified on the front of this Lease (the "Equipment Location"). Lessee will not permanently integrate the Equipment with any realty, and it will remain personal property. Lessee will use the Equipment only in the manner for which it was intended, keep it in good condition and service it in accordance with the manufacturer's instructions which Lessor will provide to Lessee. Lessee will only utilize replacement parts supplied by a source approved by the Lessor. Lessor will provide an authorized service mechanic on request to handle any major maintenance which may be required on the Equipment. Any acts of vandalism to the Equipment shall be reported in writing to the Lessor upon discovery, together with any names and/or evidence that would lead to the apprehension of the vandals or that would aid in filing and insurance claim. Property damage, fire, theft, and injuries resulting from the use of the Equipment shall be reported in the same manner. All replacement parts and additions to the Equipment either become Lessor's property or are subject to Lessor's security interest. **In the event that the parties have indicated on the front of this Lease their agreement that new Equipment shall be provided annually, Lessor shall provide the Lessee with new Equipment on an annual basis throughout the term of the Lease. Any change to the Quantity, Make and Model and/or General Description of the Equipment shall be indicated via addendum. In no circumstance shall Lessor provide Lessee with new Equipment if Lessee is in default of the Lease.**

7. RISK OF LOSS AND INSURANCE: LESSEE BEARS THE RISK OF LOSS FOR THE EQUIPMENT FROM THE TIME THAT IT IS SHIPPED TO LESSEE, UNTIL IT IS RETURNED TO LESSOR AT THE DESTINATION SPECIFIED BY LESSOR. Lessee will keep the Equipment insured for its replacement cost, against all standard risks, and Lessee will name Lessor as Loss Payee on any policy. Each policy shall provide for no less than thirty (30) days prior written notice of cancellation or non-renewal to Lessor. Lessee will also carry public liability insurance, in an amount specified by Lessor, naming Lessor as an Additional Insured. LESSEE AUTHORIZES LESSOR TO ENDORSE AND NEGOTIATE CHECKS PAID TO LESSEE AS PROCEEDS OF INSURANCE REQUIRED BY THIS SECTION. If Lessee fails to provide insurance covering the Equipment, Lessor may purchase insurance that benefits Lessor. Insurance purchased by Lessor may include coverages beyond those required by this Section. Lessee shall pay Lessor for the cost of such insurance, including: (a) premium expense, (b) premium finance charges, and (c) fees for billing and other administrative services. Lessor's affiliates may act as insurance carrier, premium finance company and/or insurance administrator, and may be compensated through premium charges, commissions, premium rebates and fees. LESSOR ENCOURAGES LESSEE TO OBTAIN LESSEE'S OWN INSURANCE, SINCE IT IS LIKELY TO COST LESSEE LESS AND MORE THOROUGHLY PROTECT LESSEE'S INTEREST IN THE EQUIPMENT. Lessor will promptly discontinue any insurance that Lessor has purchased protecting Lessor's interest in the Equipment, when Lessee provides Lessor with evidence of Lessee's own insurance meeting the requirements of this Section.

8. TAXES: Lessee is responsible for all taxes and other fees imposed in connection with the lease, use or ownership of the Equipment (including amusement, sales, use, and property taxes). Lessor will either ask Lessee to reimburse Lessor for the amount that Lessor pays, or Lessor will estimate the annual charge and bill Lessee a ratable portion with each rental payment. TO DEFRAID THE COST OF DECLARING AND PAYING LESSEE'S PROPERTY TAX, LESSOR MAY CHARGE LESSEE AN ANNUAL FEE.

9. INDEMNITY: Lessee will defend Lessor (using counsel approved by Lessor) against all claims, liabilities, suits, losses and costs (including fees of counsel) relating to the Equipment or this Lease, including those arising from the maintenance or use of the Equipment, and Lessee will promptly pay all such claims and costs as they arise. Lessee will reimburse Lessor for any economic loss resulting from an adverse change in the recovery period(s) or the depreciation method(s) available for the Equipment. These

indemnities survive the termination or expiration of this Lease.

10. DEFAULT: Lessee will be in default under this Lease if: (a) Lessee fails to make any payment required by this Lease within ten (10) days of its due date, (b) Lessee fails to comply with any other term of this Lease or any other agreement with Lessor or an affiliate of Lessor's, (c) Lessee or any guarantor of Lessee's obligations dies, transfers a significant portion of Lessee's or guarantor's assets, or goes out of business, or (d) Lessee or any guarantor of Lessee's obligations becomes insolvent or subject to bankruptcy, receivership, or similar reorganization or liquidation proceedings. If Lessor waives Lessee's performance of any term of this Lease at one or more times, it will not preclude Lessor from enforcing that term at a later time.

11. REMEDIES AND RECOVERY COSTS: Upon Lessee's default under this Lease, Lessee will promptly compensate Lessor for the loss of Lessor's bargain (the "Damages"). The amount of the Damages will be determined as of the time that Lessee makes payment to Lessor for the Damages, and will be equal to the sum of: (a) all past due amounts owing under this Lease, (b) an estimate on any property tax which Lessor will owe for the Equipment, and (c) all amounts yet to become due under this Lease. (d) the amount of any nominal purchase price or estimated fair market value purchase option or, in the case of a fair market value purchase option, the residual value which Lessor expects to realize for the Equipment. When calculating the Damages, all amounts which would otherwise be payable at some future date will be discounted to present value at the rate of 5% per year. Lessor may also terminate this Lease and require Lessee to return the Equipment to Lessor in the manner specified in Section 13. If Lessee fails to do so, Lessor may go to the Equipment location and repossess the Equipment. If Lessor sells or re-leases the Equipment, Lessor will credit Lessee for the present value of the sale or re-lease proceeds. Lessor will provide Lessee with ten (10) days advance notice of any sale of the Equipment, which Lessee acknowledges is reasonable. Lessee will be responsible for all recovery costs that Lessor incurs after a default, including: (a) with respect to any default under this Agreement, Lessee shall reimburse lessor for all costs and expenses incurred by attorneys, including both Lessor's in house attorneys and outside attorneys' and paralegals' whether or not a lawsuit or other court action is actually filed in connection with the event of default. In the event that a suit, action, arbitration, or other proceeding of any nature, including, without limitation, any proceeding under The Bankruptcy Code, any action seeking a declaration of rights or an action for rescission is instituted to interpret or enforce this Agreement, including but not limited to such fees and costs associated with trial and appeals, Lessee agrees to pay

the reasonable attorneys' fees incurred in connection with such proceeding as awarded by the court; (b) \$250.00 to cover Lessor's internal collection overhead; and (c) \$250.00 to cover Lessor's internal repossession and remarketing overhead.

12. JURY TRIAL WAIVER: IN RECOGNITION OF THE HIGHER COSTS AND DELAY WHICH MAY RESULT FROM A JURY TRIAL, THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING HEREUNDER, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY FURTHER WAIVES ANY RIGHT TO TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED: AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

13. PURCHASE OPTION AND RETURN OF EQUIPMENT: If Lessee has performed all of Lessee's obligations contained in this Lease, Lessee may keep the equipment at the expiration of the Term, or any Extended Term, for the purchase option price specified on the front of this Lease. If the purchase option price is fair market value, Lessor will specify the fair retail value which Lessee must pay to purchase the Equipment from Lessor. In all other cases, Lessee must notify Lessor of Lessee's decision to keep or return the Equipment at least sixty (60) days prior to the expiration of the Term, or any Extended Term. Lessee's purchase of the Equipment from Lessor will be "AS-IS, WHERE-IS." If Lessee decides to return the Equipment, Lessee will promptly ship the Equipment to a destination specified by Lessor at Lessee's expense. All returned Equipment must start, stop and turn properly; mechanically, all Equipment shall be in operable condition and capable of being driven onto a transporter, reasonable wear and tear excepted; cosmetically, all Equipment and component parts are to be returned operable and complete according to its original condition, reasonable wear and tear excepted. If the returned Equipment consists of electric golf cars: the Equipment must also be able to transport two (2) players and their golf clubs; all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and all

Equipment must include operable battery chargers. If the returned Equipment consists of gas powered golf cars: the Equipment must also be able to transport two (2) players and their golf clubs; all engine components must be clean, free of debris and have proper oil levels as well as clean filters. Any missing Equipment and parts or damage to the Equipment will result in a separate billing to the Lessee at replacement cost or fair market value, at Lessor's discretion. Upon inspection, the Lessee shall have the opportunity to perform all repairs necessary, at its expense, in order to comply with the return standards set forth herein. Otherwise, Lessee will pay Lessor for any damage to the Equipment in excess of and not in compliance with the return standards set forth herein. If Lessee does not timely notify Lessor of Lessee's decision to keep or return the Equipment, Lessor may extend this Lease on a month-to-month basis for an additional twelve (12) month period, at the same periodic rentals required during the initial term.

14. TRANSFER AND SUBLEASE: LESSEE MAY NOT ASSIGN LESSEE'S RIGHTS OR DELEGATE LESSEE'S OBLIGATIONS UNDER THIS LEASE, OR SELL OR SUBLET THE EQUIPMENT. Lessor may transfer Lessor's interest in this Lease or the Equipment at any time. If that happens, the rights of the new owner of this Lease to receive rents and other amounts under this Lease will not be subject to any claims or defenses that Lessee may have against Lessor or any other party

15. LOUISIANA PROVISIONS: If Lessee has title to Equipment that is located in Louisiana, Lessee confesses judgment in Lessor's favor in the amount of the Damages and other recoverable costs specified in Section 10. In the case of a default, Lessor may immediately seize that Equipment pursuant to executory process and sell it to the highest bidder. Lessee waives all statutory protections afforded to Lessee in connection with such seizure and sale, including rights to notice, demand, delay and appraisal contained in articles 2293, 2331, 2332, 2336, 2721, through 2724 and 2733 of the Louisiana Code of Civil Procedure.

16. GOVERNING LAW AND PLACE FOR SUIT: This Agreement shall be deemed to be a contract under the laws of the State of Georgia and for all purpose shall be governed by and construed in accordance with the laws of that state. Lessee irrevocably agrees that any legal action or proceeding brought by or against Lessee with respect to the Agreement shall be brought in the courts of the State of Georgia or in the U.S. District Court for the Southern District of Georgia. Lessee consents to the jurisdiction of such courts and that the venue for any such action shall be the County of Richmond, Georgia. This provision shall not limit the right of Textron Inc., its assigns, to bring such actions or proceedings against

Lessee in the court of such other states or jurisdictions where Lessee may be subject to jurisdiction

17. CREDIT INFORMATON: Lessee authorizes Lessor or any of Lessor's affiliates to obtain credit bureau reports, and make other credit inquiries that Lessor determines are necessary. Lessee also agrees to provide applicable general financial information about itself as requested by Lessor from time to time. On Lessee's written request, Lessor will inform Lessee whether Lessor has requested a consumer credit report and the name and address of any consumer credit reporting agency that published a report. Lessee

acknowledges that without further notice Lessor may use or request additional credit bureau reports to update Lessor's information so long a Lessee's obligations to Lessor are outstanding.

18. MISCELLANEOUS: All notices required by this Lease must be in writing. LESSOR MAY CHARGE LESSEE A FEE FOR PREPARING LEASE HISTORIES, SENDING LESSEE DUPLICATE COPIES OF DOCUMENTS, AND FOR OTHER REQUESTS THAT LESSEE MAKES OF LESSOR CONCERNING THIS LEASE

Lessee's Name

Lessor's Name - E-Z-GO Division of Textron Inc.

Lessee's Signature

Lessor's Signature

Print Name and Title Date

Print Name and Title Date



LEASE-PURCHASE AGREEMENT NO.

This LEASE-PURCHASE AGREEMENT ("Lease") is made and entered into as of _____, by and between TCF Equipment Finance, Inc., 11100 Wayzata Boulevard, Suite 801, Minnetonka, Minnesota 55305 (herein called "Lessor") and _____, (herein called "Lessee"), wherein it is agreed as follows:

1. **LEASE OF PROPERTY.** Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor all the property described on Exhibit A hereto. The items of property described in Exhibit A, together with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto shall herein collectively be called the "Property." Lessee authorizes Lessor to add to any Property description, or make necessary corrections to, any serial numbers or other identification of the Property when known.
2. **ACCEPTANCE; TERM.** Lessee shall execute and deliver to Lessor a receipt certificate ("Receipt Certificate") in the form attached hereto as Exhibit B, which shall indicate that the Property has been accepted for use by Lessee and is satisfactory to Lessee for all purposes. This Lease will become effective upon the execution hereof by Lessee and Lessor, and shall terminate upon payment by Lessee of the last Rental Payment required to be made by it in accordance with Exhibit C thereto (the "Lease Term"), unless canceled or terminated earlier pursuant to Sections 5, 15 or 21 hereof.
3. **RENT.** Lessee agrees to pay to Lessor or its assignee the rental payments ("Rental Payments") in the amounts and at the times as set forth in Exhibit C. Rental Payments shall be due **Monthly** commencing on the First Payment Date shown on Exhibit C and continuing on the same date of each [****ENTER month/yr****] thereafter until fully paid unless terminated earlier pursuant to Section 5, 15 or 21 hereof. Lessee authorizes Lessor to fill in the First Payment Date on Exhibit C based on the date that Lessor disburses funds to the Vendor (as defined below) based on receipt of an executed Receipt Certificate from the Lessee. A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Exhibit C. The Rental Payments will be payable for the Lease Term in dollars (U.S.), without notice or demand at the office of Lessor (or such other place as Lessor or its assignee may designate from time to time in writing). In the event any payment by Lessee hereunder is received by Lessor or its assignee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late fee, computed at the rate of up to ten per cent (10%) of such overdue amount, limited, however, to the maximum amount allowed by law. **EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 5 HEREOF, THE RENTAL PAYMENTS WILL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.** Lessor may terminate this Lease at any time prior to receipt of Lessee's Receipt Certificate hereunder if Lessor determines in its sole discretion that (i) any written representation made to it by Lessee proves to have been false or misleading in any material respect when made, (ii) subsequent to the making of any such representation there has occurred a material change such that any such representation as made is not true and correct, (iii) any event which would constitute a default under the Lease has occurred, or (iv) there has been a substantial and material change in Lessee's financial condition or operations which has a material adverse effect on Lessee's creditworthiness.
4. **DELIVERY; PAYMENT OF PROPERTY COST; COSTS.** The Property will be delivered to Lessee by the supplier thereof (the "Vendor") at Lessee's address above or such other location specified in Exhibit A (the "Property Location"). Lessee shall promptly pay all costs, charges, expenses and obligations of every kind and nature incurred by or

on behalf of Lessor regarding the importation, shipment, delivery, possession, use, lease, tax treatment, return, repossession, storage and transfer of any item of Property. Upon Lessor's receipt of the Receipt Certificate for the Property and any other documentation required by Lessor, Lessor will pay or cause to be paid the costs of such Property to the Vendor therefor. In addition, Lessee agrees to pay Lessor a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment withdrawal request that is returned to Lessor because of insufficient funds available in Lessee's account or a stop payment. If Lessor, in its discretion, pays any tax, fee, charge or other amount described in this paragraph, Lessee shall reimburse Lessor therefor on demand, together with Lessor's administrative and other costs of paying and invoicing such amounts and, if Lessee fails to pay Lessor any such amount within ten (10) days of such demand, Lessee shall pay interest thereon until paid at the rate of 18% per annum or the maximum rate allowable by law, whichever is less.

5. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.** This Lease shall not constitute an indebtedness of Lessee within the meaning of any constitutional or statutory limitation on the manner, form, or amount of indebtedness that may be incurred by Lessee. Lessee is a political subdivision or agency of the State of _____ with Lessee's fiscal year ending on _____ of each calendar year. If Lessee does not appropriate sufficient funds to continue making the Rental Payments required under this Lease for any of Lessee's fiscal years subsequent to the one in which the Lease is executed, then this Lease shall be terminated effective upon expiration of the last fiscal year in which sufficient funds to pay Lessee's obligations under this Lease were appropriated by Lessee and Lessee shall not, in this sole event, be obligated to make any further payments due beyond said fiscal year. Lessee warrants that the necessary funds shall have been appropriated for all of the Rental Payments for Lessee's current fiscal year. Lessee reasonably believes that funds can be obtained sufficient to make all Rental Payments during the Lease Term. The officer of Lessee responsible for budget preparation will do all things lawfully within his/her power to obtain, maintain and properly request and pursue funds from which the Rental Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using his/her bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. Lessee shall give Lessor immediate notice of Lessee's intent to terminate this Lease under this Section 5, which notice shall contain the termination date (which shall be the end of the last of Lessee's fiscal years for which appropriations for the Rental Payments were made) (the "Termination Date") and Lessee shall comply with the provisions of Section 22 of this Lease. In the event of an early termination of this Lease under this Section, all obligations of Lessee to make Rental Payments which would otherwise be due hereunder after the Termination Date shall cease.

6. **LESSOR DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE WITH RESPECT TO, OR ANY OTHER MATTER CONCERNING, THE PROPERTY AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES OR ANY OTHER WARRANTIES IMPLIED BY LAW. LESSOR MAKES NO WARRANTIES WITH RESPECT TO ANY PATENT, COPYRIGHT, TRADEMARK, TRADE NAME OR TITLE RELATING TO THE PROPERTY OR LESSEE'S RIGHTS TO ANY SUCH INTELLECTUAL PROPERTY. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE PROPERTY OR BY ANY DEFECT THEREIN, OR BY THE USE OR MAINTENANCE OF, OR SERVICING OR ADJUSTMENT TO, THE PROPERTY AND, AS TO LESSOR, LEASES THE PROPERTY AS-IS AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. LESSOR WILL NOT BE LIABLE FOR ANY LOSS OR INTERRUPTION OF OR DAMAGE TO LESSEE'S BUSINESS ON ACCOUNT OF ANY MECHANICAL FAILURE OR DELAY IN CONNECTION WITH THE FURNISHING OR USE OF THE PROPERTY. Lessee acknowledges that Lessor is not a dealer or manufacturer of Property of any kind and is not the seller of the Property, and that each unit of Property is of a type, size, design and capacity selected solely by Lessee. Lessee also acknowledges that Lessor supplies the Property without any obligation to install, test, erect, service or maintain the Property. If the Property is not properly installed, does not operate as represented or warranted by the manufacturer or seller thereof, or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the manufacturer or seller and no such occurrence shall relieve

Lessee of any of its obligations under this lease. The only warranty applicable to any Property is the manufacturer's warranty, if any (in the case of new Property) and Lessor makes no warranty to Lessee. Lessee acknowledges receipt of the manufacturer's warranty with respect to any new Property. So long as Lessee is not in default under this lease, Lessor assigns to Lessee any manufacturer's, seller's or other warranty, whether express or implied, on the Property and any claim that Lessor may have as owner of the Property against the manufacturer or supplier or any other person. All claims or actions on any warranty shall be made or prosecuted by Lessee, at its sole expense, and Lessor shall have no obligation whatsoever to make any claim on such warranty. Lessor is not liable for any modification, breach or rescission of any warranty or service agreement. Any agreement that Lessee may have with any third party, including any manufacturer or vendor, relating to services shall be separate and distinct from this lease and Lessor shall not have any obligations thereunder. Lessee acknowledges that this lease constitutes a "finance lease" under UCC Article 2A in all respects, and that Lessor's sole obligations to Lessee hereunder is not to interfere with Lessee's quiet enjoyment of the Property so long as Lessee is not in default hereunder. Subject to the foregoing sentence and to the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Property or repudiate this lease). Lessee agrees that Lessor assumes no liability for and makes no representation as to the treatment by Lessee of this lease, the Property or the rent payments for financial statement or tax purposes..

7. **TITLE; SECURITY INTEREST.** During the Lease Term title to the Property shall vest in Lessee, subject to Lessor's rights under Sections 5 and 22 of this Lease. To secure the payment of the Rental Payments and any and all liabilities, direct, indirect, absolute, contingent, due or to become due or existing or hereafter arising of Lessee to Lessor, Lessee grants to Lessor as the secured party a security interest in and to all Property described in Exhibit A, together with all additions, attachments, accessions, substitutions and proceeds with respect thereto and Lessor shall retain its security interest in the Property until the Lease Term shall expire. Lessee agrees that Lessor may file such financing statements or other instruments necessary to perfect such security interest under State law. Notwithstanding anything contained in the Lease to the contrary, Lessee and Lessor hereby agree and acknowledge that with respect to the Equipment covered by this Lease, Lessee's interest shall be that of owner and holder of legal title and Lessor's interest shall be that of a secured party with a first perfected security interest.

8. **PERSONAL PROPERTY.** The Property is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at its expense, furnish a landlord or mortgagee waiver with respect to the Property.

9. **USE; REPAIRS.** Lessee will use the Property in a careful manner for the use contemplated by the manufacturer of the Property and shall comply with all laws, ordinances, insurance policies and regulations relating thereto, and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, will keep the Property in good repair and will furnish all parts, mechanisms and devices required therefor. If the Property is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.

10. **ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Property without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Property.

11. **LOCATION; INSPECTION.** The Property will not be removed from, or if the Property consists of rolling stock its permanent base will not be changed from, the Property Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Property Location or elsewhere during reasonable business hours to inspect the Property or observe its use and operation.

12. **LIENS AND TAXES.** Lessee shall keep the Property free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Property, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee shall, upon demand, reimburse Lessor as additional rent the amount of any such charges or taxes plus interest thereon at the rate of 18% per annum or the highest rate allowed by law, whichever is less, to the date of said reimbursement.

13. **RISK OF LOSS; DAMAGES; DESTRUCTION.** Lessee assumes all risk of loss of or damage to the Property from any cause whatsoever, and no such loss of or damage to the Property shall relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Property, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of the Property is lost, stolen, destroyed or damaged beyond repair Lessee, at its option, will either: (a) replace the same with like Property in good repair, or (b) on the next Rental Payment date pay Lessor; (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date; and (ii) an amount equal to the applicable Purchase Option Price set forth in Exhibit C. In the event that less than all the Property has been lost or destroyed, Lessor and Lessee shall substitute revised Exhibits A and C into this Lease by appropriate endorsement.

14. **INSURANCE.** Lessee shall obtain and maintain on or with respect to the Property at its own expense (a) liability insurance insuring against liability for bodily injury and property damage with a minimum limit of **\$1,000,000.00** combined single limit or such greater amount as may be as may be prescribed by any applicable state law specifying minimum insurance requirements, and (b) physical damage insurance insuring against loss or damage to the Property in an amount not less than the full replacement value of the Property, but in no event will the insurance limits be less than the amount of the then applicable Purchase Option Price as provided in Section 15 below. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee in at least the minimum amounts required herein naming Lessor as an additional insured thereunder for the liability coverage and as loss payee for the property damage coverage. Each such policy shall be in such form, including a maximum deductible, and with such insurers as may be satisfactory to Lessor, and shall contain a clause requiring the insurer to give to Lessor at least 30 days' prior written notice of any alteration in the terms of such policy or the cancellation thereof, and a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage under any such insurance policy. In the event Lessee fails to procure, maintain, pay for or provide Lessor with evidence of the insurance required by this lease, or to pay any fees, assessments, charges or taxes as required in this lease, Lessor shall have the right, but not be obligated, to obtain insurance covering Lessor's interest in the Property from an insurer of Lessor's choice, or pay said fees, assessments, charges and taxes, as the case may be. In that event, Lessee shall reimburse Lessor upon demand for the cost thereof, together with interest until paid at the rate of 18% per annum or the maximum rate allowable by law, whichever is less, and failure to pay the same shall constitute an Event of Default under this lease. **NOTHING IN THIS LEASE WILL CREATE AN INSURANCE RELATIONSHIP OF ANY TYPE BETWEEN LESSOR AND ANY OTHER PERSON.**

15. **PURCHASE OPTION.** On each Rental Payment due date, Lessee shall have an option to purchase the Property for an amount equal to the Rent Payment due on such date plus the Purchase Options Price set forth in each Exhibit C. Lessee's right hereunder shall be conditioned upon Lessee's having performed all terms and conditions hereof in a timely fashion and no Event of Default shall have occurred either during the term of the Lease nor at the time this option to purchase is sought to be exercised. At such time as Lessee shall have fully paid the total Rental Payments for the entire Lease Term and Lessee shall have fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, Lessee may at its option pay to Lessor the sum of **ONE DOLLAR (\$1.00)**, whereupon title to the Property shall remain vested in Lessee and Lessor shall transfer any and all of its right, title and

interest in the Property to Lessee as is, where is, without warranty, express or implied, except Lessor will warrant to Lessee that the Property is free and clear of any liens created by Lessor. This option shall be exercised by written notice to Lessor given within the thirty (30) day period prior to the last day of the Lease Term.

16. **LESSEE CERTIFICATION.** Lessee warrants that it is a state, or a political subdivision thereof, within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and the related treasury regulations and rulings thereunder, or the District of Columbia, and that this lease has been duly authorized, approved, executed and delivered and is a valid and binding contract of Lessee, enforceable against Lessee in accordance with its terms, such that those amounts designated as interest in Exhibit C, will qualify for exclusion from gross income of Federal income taxes by Lessor, its assignees, and any participants with such, under Section 103 of the Code. Lessee further warrants that during the Lease Term, the Property will be used by Lessee only for the purpose of performing governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.

In the event that Lessee is not a state or political subdivision thereof within the meaning of Section 103 of the Code, or if for any reason the usage of the Property would cause any interest payment hereunder to lose its exemption from Federal taxation, or if Lessee fails to comply with the information reporting requirements of Section 149(e) of the Code or if Lessee fails to keep a record of all assignments of the Lease pursuant to Section 149(a) of the Code, then Lessee agrees to pay Lessor, its assignees, and any participants with such, an additional amount which, together with the amount of interest to be paid by Lessee under this Lease, puts Lessor, its assignees, and any participants with such, in the same after-tax position they would have been had such payments been exempt from taxation under Section 103 of the Code.

17. **LESSEE NEGLIGENCE.** Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Property and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

18. **ESSENTIAL USE.** It is Lessee's intent to make Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that: (a) the use of the Property is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future, and (c) the Property will be used by Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.

19. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not assign, transfer, pledge, hypothecate or grant any security interest in or otherwise dispose of this Lease or the Property or any interest in this Lease or the Property.

Lessor, without the consent of Lessee, may assign its right, title and interest in and to this Lease, the Property and any other documents executed with respect to this Lease, and/or grant or assign a security interest in this Lease and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Property shall be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such assignee and, where applicable, to whom further payments hereunder should be made. With the written consent of Lessee, which consent will not be unreasonably withheld,

Lessor may assign any interest in this Lease upon terms which provide that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Lease. Lessee agrees to acknowledge in writing any assignments if so requested. Lessee shall keep a written record of all assignments.

LESSEE AGREES THAT UPON NOTICE OF SUCH ASSIGNMENT IT SHALL PAY DIRECTLY TO LESSOR'S ASSIGNEE WITHOUT ABATEMENT, DEDUCTION OR SETOFF ALL AMOUNTS WHICH BECOME DUE HEREUNDER AND FURTHER AGREES THAT IT WILL NOT ASSERT AGAINST LESSOR'S ASSIGNEE ANY DEFENSE, CLAIM, COUNTERCLAIM OR SETOFF ON ACCOUNT OF ANY REASON WHATSOEVER WITH RESPECT TO ANY RENTAL PAYMENTS OR OTHER AMOUNTS DUE HEREUNDER.

20. **EVENTS OF DEFAULT.** The term "Event of Default", as used in this Lease, means the occurrence of any one or more of the following events:

- (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the due date thereof;
- (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after receipt of written notice thereof from Lessor;
- (c) Any statement, representation, or warranty made by Lessee in this Lease or in any writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect;
- (d) Lessee becomes insolvent, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee of all or a substantial part of its assets, or a petition for relief is filed by Lessee under Federal bankruptcy, insolvency or similar laws; or a petition in a proceeding under any bankruptcy, insolvency or similar laws is filed against Lessee and is not dismissed within thirty (30) days thereafter.

21. **REMEDIES.** Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies:

- (a) Lessor may declare all Rental Payments due in the current fiscal year of Lessee immediately due and payable, whereupon such Rental Payments shall be immediately due and payable.
- (b) By written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Property to Lessor in the manner set forth in Section 22 hereof, or Lessor, at its option, may enter upon the premises where the Property is located and take immediate possession of and remove the same;
- (c) Sell or lease the Property or sublease it for the account of Lessee, holding Lessee liable for all Rental Payments and other payments due to the end of the fiscal year then in effect; the proceeds of such sale or lease shall be applied to the following items in the following order: first, to the payment of all costs and expenses of Lessor arising from the Event of Default; second, to the payment of the applicable Purchase Option Price; and third, to the payment of any Rental Payments then due and owing thereunder and
- (d) Exercise any other right, remedy or privilege which may be available to it under applicable law including the right to (i) proceed by appropriate court action to enforce the terms of this Lease; (ii) recover damages for the breach of this Lease; and (iii) rescind this Lease as to any or all of the Property in accordance with applicable laws and procedures.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

22. **TERMINATION PROCEDURE.** In the event Lessor is entitled under the provisions of this Lease, including any cancellation or termination hereof pursuant to Sections 5 and 21 hereof, to obtain possession of the Property, title to the Property shall immediately vest in Lessor and Lessee shall make the Property available to Lessor free of all liens and encumbrances in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted. Lessee agrees, at its expense, to advise Lessor of the location or locations where the Property may be found, permit Lessor access to the Property, voluntarily relinquish possession of the Property to Lessor, deliver the Property to a reasonable location specified by Lessor, and fully cooperate with Lessor in all respects in the removal of and redelivery of the Property to Lessor. Lessee agrees to execute and deliver to Lessor all documents reasonably necessary to transfer legal and beneficial title to the Property to Lessor and to evidence the cancellation or termination of Lessee's interest in the Property.

23. **LAW GOVERNING AND CONSTRUCTION.** This lease shall in all respects be governed by, and construed in accordance with, the laws of the State of Minnesota without giving effect to conflict of law provisions; provided that any interest and finance charges hereunder shall be governed by federal law and, to the extent applicable, the substantive laws of the State of Minnesota. Lessee hereby consents to jurisdiction and venue of the federal or state courts sitting in the State of Minnesota for purposes of resolving all disputes of any nature whatsoever regarding the lease, or any transaction contemplated hereby, and Lessee hereby waives objection which it may now or hereafter have to the laying of jurisdiction or venue in the federal or state courts of Minnesota. Lessor and Lessee agree that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confirm personal jurisdiction if served personally, by certified mail to it at its address designated pursuant to the lease, or as otherwise provided under the respective rules of the state or federal courts of Minnesota. Any provision of this lease which may be prohibited or unenforceable in any jurisdiction shall not, as to such jurisdiction, invalidate the remaining provisions hereof and shall not invalidate or render unenforceable such provision in any other jurisdiction. Lessee agrees that, at Lessor's sole election and determination, Lessor may select an alternative forum, including arbitration or mediation, to adjudicate any dispute arising out of this lease. **THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE, INCLUDING ANY LITIGATION REGARDING THE ENFORCEMENT OF THIS LEASE OR ANY RELATED AGREEMENTS**

24. **NOTICES AND ORIGINALS.** Any written notice hereunder to Lessee or Lessor shall be deemed to have been given when delivered personally or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or at such other address as may be substituted therefor by notice given pursuant to the terms hereof. There shall be only one original counterpart of this lease and it shall bear the original signature of Lessor and be marked "Original." To the extent that this lease constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this lease can be done only by the transfer of such original bearing the original signature of Lessor. Lessor, in its sole discretion, may permit Lessee to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this lease, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith. By so copying and/or delivering any such document, Lessee hereby represents and agrees (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including Lessee's signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b).

25. **SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

26. **DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Lease, as are reasonably necessary with respect to the transaction contemplated by this Lease.

27. **ENTIRE AGREEMENT; WAIVER.** This Lease, together with the exhibits attached hereto constitutes the entire agreement between the parties with respect to the lease of the Property. This Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.

28. **APPOINTMENT.** In compliance with Section 149(a) of the Internal Revenue Code of 1986, as amended, Lessee hereby designates Lessor to be its agent for the purposes of maintaining a book entry system identifying the ownership or interest in and to this Lease and Lessor hereby accept its duties as agent hereunder.

Lessor: TCF Equipment Finance, Inc.

By: _____ Operations T.C.

Lessee:

By: _____

SAMPLE

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee:

Lessor: TCF Equipment Finance, Inc.
11100 Wayzata Boulevard, Suite 801
Minnetonka, MN 55305

Re: Lease-Purchase Agreement No. _____, dated as of _____, by and between
_____ and TCF Equipment Finance, Inc.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease-Purchase Agreement described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of _____ (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is _____.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 5 of the Lease.
6. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.

7. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

8. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by TCF Equipment Finance, Inc. and its successors and assigns.

Very truly yours,

SAMPLE

EXHIBIT A
TO LEASE-PURCHASE AGREEMENT NO. _____,
DATED AS OF January 31, 2011

PROPERTY DESCRIPTION

| Description (including features) | Location |
|---|----------|
| See Exhibit A attached hereto and made a part hereof. | |
| Total Cost \$ | |

Lessee:

By: _____

EXHIBIT B
TO LEASE-PURCHASE AGREEMENT NO. _____
DATED AS OF _____

RECEIPT CERTIFICATE

The undersigned Lessee under that certain Lease-Purchase Agreement No. _____, dated as of _____, negotiated for the purpose of acquiring Property with TCF Equipment Finance, Inc., as Lessor, hereby acknowledges receipt in good condition of all of the Property described on Exhibit A to said Lease-Purchase Agreement this ____ day of _____, 20__ and hereby certifies that the Property is satisfactory and in accordance with specifications.

Lessee authorizes Lessor to fill in the First Payment Date on Exhibit C based on the date that Lessor disburses funds to the Vendor.

Lessee:

By: _____

SAMPLE

EXHIBIT E
INSURANCE COVERAGE DISCLOSURE
TO LEASE-PURCHASE AGREEMENT NO. _____
DATED AS OF _____

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Lease-Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

| | | |
|-------------------------------------|--------------------|---|
| Insurance Company Liability: | Agent Name: | Business Phone # Fax Phone # |
| Insurance Company Property: | Agent Name: | Business Phone # Fax Phone # |

to issue: (check to indicate coverage)

a. All Risk Physical Damage Insurance on the leased Property evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming TCF Equipment Finance, Inc. and/or its assigns as Loss Payee.

Coverage Required: Termination Value Specified.

b. Public Liability Insurance evidenced by a Certificate of Insurance naming TCF Equipment Finance, Inc. and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000 per person
 \$1,000,000 aggregate bodily injury liability
 \$1,000,000 property damage liability.

Proof of insurance coverage will be provided to TCF Equipment Finance, Inc., 11100 Wayzata Boulevard, Suite 801, Minnetonka, Minnesota 55305, prior to the time that the property is delivered to Lessee (please fax a copy of the Certificate of Insurance or binder to Lynn Gleason at (866) 465-3149.)

Lessee:

By: _____

RESOLUTION
LEASE-PURCHASE NO. _____
DATED AS OF _____

A resolution authorizing the negotiation, execution, and delivery of Lease-Purchase Agreement No. _____ dated _____ (the "Lease"), in the principal amount of \$ _____, between _____ and TCF Equipment Finance, Inc., 11100 Wayzata Blvd Suite #801 Minnetonka, Minnesota 55305; providing XX Monthly lease payments of \$ _____ each from legally available funds; and prescribing other details in connection therewith.

WHEREAS, _____, (the "Lessee") is a Corporation duly organized and existing pursuant to the Constitution and laws of the State of _____ and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements, and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in Exhibit A to the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, TCF Equipment Finance, Inc., Minnetonka, Minnesota (the "Lessor"), duly organized, existing, and in good standing under the laws of the State of Minnesota, shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE _____ OF LESSEE:

Section 1. The _____ or _____ acting on behalf of Lessee, are hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before _____, which Lease is available for public inspection at the offices of Lessee.

Section 2. The Lease shall be in the principal amount of \$ _____ bearing interest as set forth in Exhibit C of the Lease; said Lease to contain an option to purchase by the Lessee as therein set forth.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of _____.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized.

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

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

ADOPTED AND APPROVED this ____ day of _____, 20____.

Lessee:

By: _____

SAMPLE

CERTIFICATE
AS TO
BANK QUALIFICATION

I, _____, do hereby certify that I am the duly elected or appointed and acting _____ of _____ (Lessee), and that with respect to the Lease-Purchase Agreement No. _____ dated as of _____ (the Lease) by and between Lessee and TCF Equipment Finance, Inc.:

1. Lessee hereby designates the Lease as a "qualified tax-exempt obligation" for purposes and within the meaning of Section 265(b) of the Internal Revenue Code of 1986, as amended (the Code), and treasury regulations promulgated thereunder.

2. The reasonably anticipated amount of tax-exempt obligations (other than obligations listed in Section 265(b)(3)(C)(ii) of the Code) which will be issued by Lessee during the current calendar year does not exceed \$10,000,000.

3. In no event will Lessee designate more than \$10,000,000 of obligations as "qualified tax-exempt obligations" during the current calendar year.

Dated: _____

Lessee:

By: _____

(Certificate to be used only for bank qualified transactions where the resolution does not make a bank qualified designation)

CERTIFICATE OF INCUMBENCY
LEASE-PURCHASE AGREEMENT NO. _____
DATED AS OF _____

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of _____ (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Colorado, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

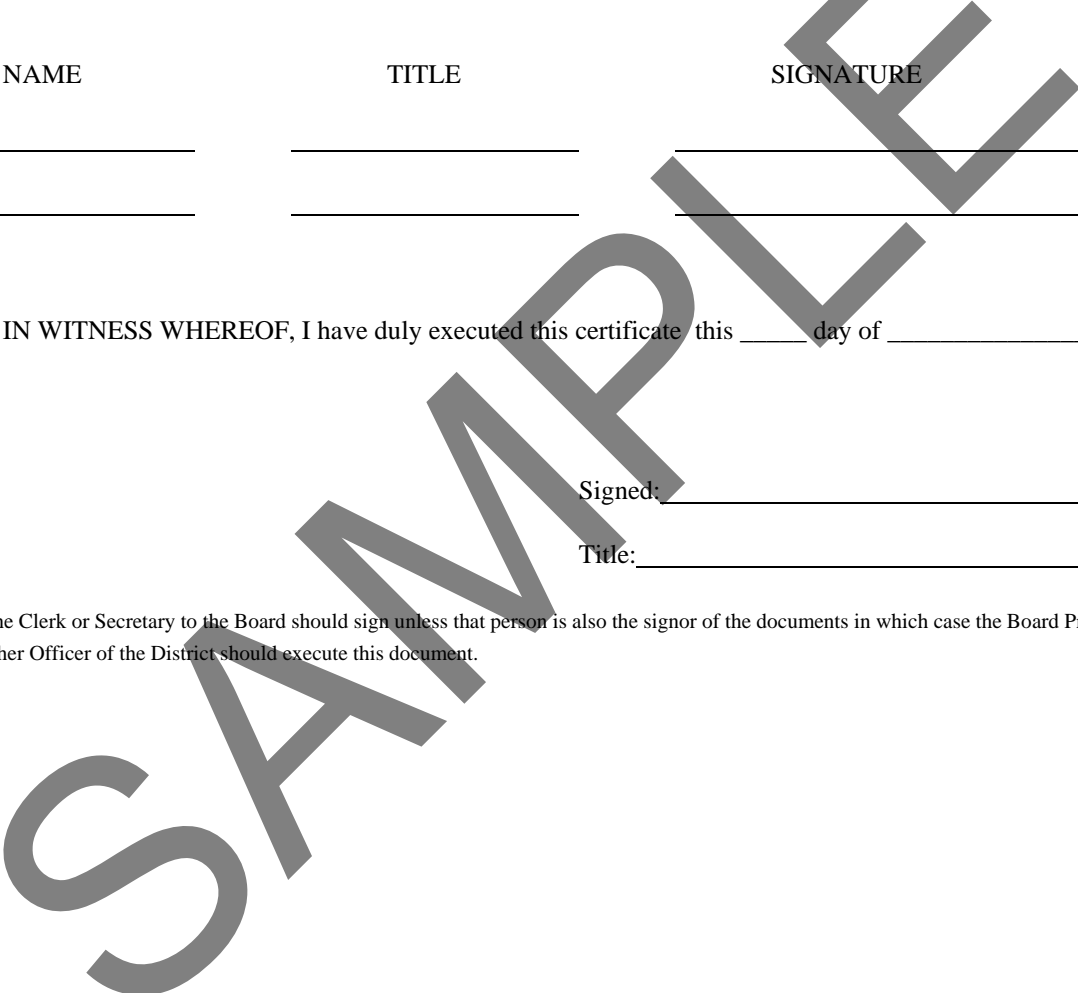
| NAME | TITLE | SIGNATURE |
|-------|-------|-----------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

IN WITNESS WHEREOF, I have duly executed this certificate this _____ day of _____, 20____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary to the Board should sign unless that person is also the signor of the documents in which case the Board President or some other Officer of the District should execute this document.



LESSEE'S FACT SHEET

Please fill in **ALL** of the following questions and return this form with the lease documents:

1. Name of Lessee:
2. Property location address:
3. County Property is located in:
4. COMPLETE BILLING ADDRESS:
5. Send bills to the ATTENTION of:
6. Most convenient billing date(s):
7. Name of person who issues payment:
8. Phone number of person in number 7:
9. Has ALL Property been delivered and in proper working order: (yes or no)
10. Tax ID number:
11. Fiscal year end:

July 23, 2013

Attachment A

Mr Rusty McGahee.
E-Z-GO Division of Textron Inc.
1451 Marvin Griffin Rd
Augusta, GA 30906

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



**CITY OF
TUCSON**
DEPARTMENT
OF
PROCUREMENT

**RE: City of Tucson RFP #130795 -- Golf, Utility and Hospitality Carts
Request for Interview on August 1, 2013**

Dear Mr. McGahee:

The City of Tucson is in receipt of your proposal submitted in response to Request for Proposal No. 130795 for Golf, Utility and Hospitality Carts. The City would like to invite E-Z-GO to an interview on August 1, 2013. If in-person is not feasible, the City is amenable to a telephonic interview. Timeslots that are good for the City's evaluation committee are 11:30 to 1; 1:00 to 2:30; or 2:30 to 4:00.

Please be prepared to discuss the items listed on the following agenda. You will have 1.5 hours to discuss your firm's proposal response and respond to questions from the Evaluation Committee. Please limit the information to that which is directly related to your proposal. After completing your interview, you will be given an opportunity to submit a revised offer which will be due one week later (Thursday, August 8, 2013).

In order to ensure a productive conversation, the attendance of an individual with executive-level responsibilities for sales and business development is requested.

The evaluation committee requests you submit written responses to the agenda items prior to your interview. Please email your written response to Lloyd.windle@tucsonaz.gov.

The interview will include, but not be limited to, the following:

1. Explain the relationship with Cushman and Bad Boy Buggies. How will each be incorporated into the contract.
2. EXCEPTIONS: The City has not accepted or rejected the exceptions as proposed by E-Z-GO unless specifically identified below. The City is reviewing the list of exceptions proposed by E-Z-GO and does not have a response at this time. Time permitting, we will address some/all of these at the interview. If E-Z-GO advances in the evaluation, these can also be addressed during negotiations.
3. Page 4: 6. Pricing: The City does not accept the proposed language as written. The Requests that the following language be retracted, "and related fuel surcharges". The City does not accept any fuel surcharges in contracts.
4. Discuss E-Z-GO's national program response. Include:
 - a. discussion of any current cooperative agreements E-Z-GO is party to;
 - b. provide a list of any state contracts E-Z-GO holds;
 - c. how E-Z-GO's proposal to the City differ from other contracts held by E-Z-GO; and
 - d. describe how an award by the City of Tucson and offered through National IPA will be positioned in the marketplace in relation to other E-Z-GO contracts.

Please reply quickly to this letter via email to Lloyd.windle@tucsonaz.gov with cc: to laura.jestings@tucsonaz.gov. If you should have any questions, please contact Laura Jestings at (520) 837-4135.

Sincerely,

A handwritten signature in black ink that reads "Lloyd B. Windle II".

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

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 130795

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

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

MATERIAL OR SERVICE: GOLF, UTILITY AND HOSPITALITY CARTS

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

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

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

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

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

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

******ALERT******

Effective April 9, 2012, the Tucson Modern Streetcar project will begin the downtown streetcar construction and downtown streets will be affected until further notice. Please plan your route accordingly. For further information, please visit the Tucson Modern Streetcar website at <http://www.tucsonstreetcar.com/> or call 520-624-5656.

LBW/swb

PUBLISH DATE: APRIL 11, 2013

INTRODUCTION/BACKGROUND

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

NATIONAL CONTRACT REQUIREMENTS

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

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

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

SCOPE OF WORK

GENERAL REQUIREMENTS

1. **QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:
 - a. Be an authorized distributor or manufacturer.
 - b. Have a strong national presence in the golf and utility vehicle equipment industry.
 - c. Have a distribution model capable of delivering products nationwide.
 - d. Have a demonstrated sales presence.
 - e. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
 - f. Be able to provide the full range of equipment and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.
2. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
3. **CATALOGS:** Contractor shall provide, at no cost, copies of catalogs and/or price lists to using agencies.

PRODUCT REQUIREMENTS:

1. **PRODUCTS:** The Products to be included in this solicitation are as follows:
 - a. **Golf Vehicles** - A complete and comprehensive line of new and used quality made Golf Vehicles designed to perform in a golf course, parks and recreation and maintenance environments.
 - b. **Utility Vehicles** - A complete and comprehensive line of new and used quality made Utility Vehicles designed to perform in a golf course, parks and recreation and maintenance environments.
 - c. **Low Speed Vehicles** – A complete and comprehensive line of new and used vehicles that meet street legal requirements.
 - d. **Related Equipment Parts** - A complete and comprehensive line of Original Equipment Manufacturer (OEM) Repair and Maintenance Parts.
 - e. **Balance of Line** – A complete and comprehensive line of related products provided by the offeror that compliment equipment available under the contract. This could include GPS or navigational products that work with the equipment.
 - e. **Services** - A complete range of services such as, but not limited to, warranty service, on-site training, instruction, technical services and repair services.
2. **EQUIPMENT STANDARDS AND GUIDELINES:** All vehicles must comply with appropriate *and applicable* ASAE (American Society of Agricultural Engineers – www.asae.org), SAE (Society of Automotive Engineers – www.sae.org), OSHA (Occupational Safety and Health Administration – www.osha.org) standards and ANSI (American National Standards Institute – www.ansi.org) standards.

3. **CURRENT PRODUCTS:** All products being offered as “new” in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
4. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor *pursuant to the terms of the Contractor's applicable limited warranty statement. To the extent the repairs are covered by such warranty statements.*
The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within **3-4** (~~seven (7) days~~) **weeks** of initial notification.
5. **EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
6. **PRICING:** Contractors are to provide a discount from a verifiable price index or provide a reduced net pricing schedule. Prices/discounts shall remain firm for **a one year period** (~~delete 12 month~~) and will include all charges that may be incurred in fulfilling requirement(s) for **a one year** (~~delete 12 month~~) period following contract award *including a separate line item for transportation expenses and related fuel surcharges.* Pricing shall be determined by applying Contractor discounts to the prices listed on their manufacturer's price lists or retail price sheets or by utilizing the reduced net pricing schedule.

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

SERVICE REQUIREMENTS:

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

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

- 3. TRAINING:** The Contractor shall provide training for City of Tucson operators and service technicians at no cost to the City. The Contractor will provide the following training to City of Tucson personnel:
- Vehicle/equipment operators will be trained in the operation of all machine functions, including operator preventive maintenance.

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

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

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

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

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

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

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

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

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

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

ITEM #1 - ELECTRIC POWERED GOLF CART (CONTINUED)

| | |
|--|--------|
| Body Protection Wrap Around | Y or N |
| Front and Rear Bumpers | Y or N |
| Center Console - Tee and Ball Holder with at least 2 drink holders | Y or N |
| Color = White | Y or N |

INSTRUMENTATION

| | |
|----------------------------------|--------|
| Battery Discharge Indicator | Y or N |
| Horn | Y or N |
| Reverse Warning Alarm | Y or N |
| Dual Head, Tail and Brake Lights | Y or N |
| Turn Signals | Y or N |
| Emergency Flashers | Y or N |
| Reflectors | Y or N |

SEATING

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

STEERING

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

SUSPENSION

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

BRAKES

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

TIRES & WHEELS

| | |
|------------------------|--------|
| Steel Rims | Y or N |
| Hubcaps | Y or N |
| 18" x 8.5" x 10" or 8" | Y or N |
| 4-Ply | Y or N |

CANOPY

| | |
|---|--------|
| Constructed of high impact, weather and fade resistant, non-breakable materials | Y or N |
|---|--------|

ITEM #1 - ELECTRIC POWERED GOLF CART (CONTINUED)

| GOLF ACCESSORIES | | |
|--|-----------------|--------|
| Sweater Basket | | Y or N |
| Rack for two (2) golf bags constructed of steel or compressed molded plastic | | Y or N |
| DIMENSIONS/SPECIFICATIONS | | |
| Length | 91.00" - 95.00" | Y or N |
| Width | 44.00" - 48.00" | Y or N |
| Weight without batteries | 500 - 680 lbs | Y or N |
| Wheel Base | 63.00" - 68.00" | Y or N |
| PERFORMANCE | | |
| Forward Speed = 19 mph maximum | | Y or N |
| Reverse Speed of <= 5 mph | | Y or N |
| Range up to 40 miles | | Y or N |
| PARTS AND SERVICE | | |
| Factory authorized service center | | Y or N |
| OEM parts delivery within 24 hours | | Y or N |
| WARRANTY | | |
| 3 Year Standard Warranty | | Y or N |

ITEM #2 - GASOLINE POWERED GOLF CART

| | COMPLY | EXCEPTIONS |
|---|---------------|-------------------|
| POWER TRAIN | | |
| Type = Gas Powered, Air Cooled | Y or N | |
| Horsepower >= 11 | Y or N | |
| Air Intake = Cartridge Type Paper Filter with Remote Located Air Intake | Y or N | |
| Ignition = Electronic | Y or N | |
| Transaxle with Helical Gears and Integral Differential | Y or N | |
| Overdrive | Y or N | |
| Variable Automatic Torque Sensing | Y or N | |
| BATTERIES | | |
| Manufacturer and Model Number | | |
| Type (AGM, Deep Cycle, Gel, etc.) | | |
| Quantity | | |
| Voltage | | |
| Amp Hours | | |
| 20 Hour Amp Hour Rating | | |
| Life Expectancy based upon 6 Hours of average daily cart use | | |
| FRAME | | |
| Rectangular or Tubular Steel Frame | Y or N | |

ITEM #2 - GASOLINE POWERED GOLF CART (CONTINUED)

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

BODY

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

INSTRUMENTATION

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

SEATING

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

STEERING

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

SUSPENSION

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

BRAKES

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

TIRES & WHEELS

| | | |
|------------|--------|--|
| Steel Rims | Y or N | |
| Hubcaps | Y or N | |

ITEM #2 - GASOLINE POWERED GOLF CART (CONTINUED)

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

ITEM #3 - GASOLINE POWERED TRANSPORTATION CART

| | COMPLY | EXCEPTIONS |
|---|--------|------------|
| POWER TRAIN | | |
| Type = Gas Powered, Air Cooled | Y or N | |
| Horsepower >= 11 | Y or N | |
| Air Intake = Cartridge Type Paper Filter with Remote Located Air Intake | Y or N | |
| Ignition = Electronic | Y or N | |
| Transaxle with Helical Gears and Integral Differential | Y or N | |
| Overdrive | Y or N | |
| Variable Automatic Torque Sensing | Y or N | |
| BATTERIES | | |
| Manufacturer and Model Number | | |
| Type (AGM, Deep Cycle, Gel, etc.) | | |

ITEM #3 - GASOLINE POWERED TRANSPORTATION CART (CONTINUED)

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

ITEM #3 - GASOLINE POWERED TRANSPORTATION CART (CONTINUED)

| | |
|---|--------|
| Life Expectancy based upon 6 hours of average daily cart use | |
| Semi-metallic pads with limited or lifetime warranty | Y or N |
| Metallic pads with limited or lifetime warranty | Y or N |
| TIRES & WHEELS | |
| Steel Rims | Y or N |
| Hubcaps | Y or N |
| 18" x 8.5" x 10" or 8" | Y or N |
| 4-Ply | Y or N |
| CANOPY | |
| Constructed of high impact, weather and fade resistant, non-breakable materials | Y or N |
| DIMENSIONS/SPECIFICATIONS | |
| Length 91.00" - 95.00" | Y or N |
| Width 44.00" - 48.00" | Y or N |
| Weight without batteries 500 - 680 lbs | Y or N |
| Wheel Base 63.00" - 68.00" | Y or N |
| Fuel tank capacity 6 gallons | Y or N |
| Oil capacity 1 US Quart | Y or N |
| PERFORMANCE | |
| Maximum Forward Speed = 19 mph | Y or N |
| Reverse Speed of <= 10 mph | Y or N |
| Range up to 75 miles | Y or N |
| PARTS AND SERVICE | |
| Factory authorized service center | Y or N |
| OEM parts delivery within 24 hours | Y or N |
| WARRANTY | |
| 4 Year Standard Warranty | Y or N |

ITEM #4 - GASOLINE POWERED LIGHT DUTY UTILITY CART

| | COMPLY | EXCEPTIONS |
|--|--------|------------|
| ENGINE | | |
| Type = Gas powered, air cooled | Y or N | |
| Lubrication = Pressurized oil with spin type filter system or splash style | Y or N | |
| Power >= 9.0 HP | Y or N | |
| Size >= 286 cc | Y or N | |
| Air intake = Cartridge type paper filter with remote located air intake | Y or N | |
| DRIVE SYSTEM | | |
| Driveline = Unitized transaxle | | |

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

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

SUSPENSION

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

BRAKES

| | | |
|--|--------|--|
| Front - Disc or Auto Adjusting Mechanical Drum | Y or N | |
| Rear - Disc or Auto Adjusting Mechanical Drum | Y or N | |
| Parking Brake - Rear Mechanical Foot Operated | Y or N | |
| Non asbestos lined pads | Y or N | |
| Semi-metallic pads with limited or lifetime warranty | Y or N | |
| Metallic pads with limited or lifetime warranty | Y or N | |
| Life Expectancy based upon 6 hours of average daily cart use | Y or N | |

FRAME

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

SEATING

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

BODY

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

STEERING

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

TIRES & WHEELS

| | | |
|-------------------|--------|--|
| 20 x 10-8, 4 ply | Y or N | |
| All terrain tread | Y or N | |
| steel rims | Y or N | |

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

DIMENSIONS/SPECIFICATIONS/CAPACITIES

| | | |
|-------------------------------------|----------------|--------|
| Length | 98" | Y or N |
| Width | 48" | Y or N |
| Wheel Base | 64" | Y or N |
| Fuel Capacity | 6 gal | Y or N |
| Oil Capacity | 1. quart | Y or N |
| Cargo Box | 500 lbs | Y or N |
| Vehicle Rated | 800 lbs | Y or N |
| Cargo Box Size | 25" x 41" x 7" | Y or N |
| Cargo Box Capacity | 13.8 cu. ft. | Y or N |
| Ground Clearance under differential | 4.6" | Y or N |
| Turning Diameter | 24.1 ft | Y or N |
| Turning Radius | 11.8 ft | Y or N |
| Bed load height | 31" | Y or N |

PERFORMANCE

| | |
|---------------------------------|--------|
| Forward Speed Maximum of 15 mph | Y or N |
| Reverse Speed of 10 mph | Y or N |

PARTS AND SERVICE

| | |
|------------------------------------|--------|
| Factory authorized service center | Y or N |
| OEM parts delivery within 24 hours | Y or N |

WARRANTY

| | |
|--------------------------|--------|
| 2 Year Standard Warranty | Y or N |
|--------------------------|--------|

ITEM #5 - GASOLINE POWERED MEDIUM DUTY UTILITY CART

| | COMPLY | EXCEPTIONS |
|--|--------|------------|
| ENGINE | | |
| Type = Gas, 4 cycle OHV, air cooled | Y or N | |
| Lubrication = Pressurized oil with spin type filter system or splash style | Y or N | |
| Power >= 13 HP | Y or N | |
| Size >= 400 cc | Y or N | |
| Ignition = electronic | Y or N | |
| Air intake = Cartridge type paper filter with remote located air intake | Y or N | |
| DRIVE SYSTEM | | |
| Driveline = Unitized transaxle with CVT Drive clutch | Y or N | |
| Differential = Locking differential with shift-on-the-fly | Y or N | |
| Differential protective guard | Y or N | |
| Gear selection = Forward, neutral and reverse selected by operator | Y or N | |
| 4 x 2 | Y or N | |
| SUSPENSION | | |

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

| | |
|---|--------|
| Front - Independent A-arms with Coil over Hydraulic Shock Absorbers | Y or N |
| Rear - Leaf Springs or Coil Springs with Hydraulic Shock Absorbers | Y or N |
| BRAKES | |
| Front - Self adjusting hydraulic drum | Y or N |
| Rear - Self adjusting hydraulic drum | Y or N |
| Parking Brake - Manually operated, mechanically linked | Y or N |
| Non asbestos lined pads | Y or N |
| Semi-metallic pads with limited or lifetime warranty | Y or N |
| Metallic pads with limited or lifetime warranty | Y or N |
| Life Expectancy based upon 6 hours of average daily cart use | |
| FRAME | |
| Twin I-beam structure independent of body | Y or N |
| Rust proof, non-corrosive | Y or N |
| Front and rear receiver hitch- 2" | Y or N |
| SEATING | |
| Two Occupants | Y or N |
| High back bucket seats with heavy duty vinyl covering foam cushioning | Y or N |
| BODY | |
| Front tube brush guard | Y or N |
| Dash Mounted Instrumentation - | |
| Fuel gauge | Y or N |
| Hour Meter | Y or N |
| Low engine oil warning light | Y or N |
| Dual Head, Tail and Brake Lights | Y or N |
| Power Lift kit to assist lifting of loaded cargo box | Y or N |
| Sun Canopy | Y or N |
| STEERING | |
| Automotive Type | Y or N |
| Rack and Pinion or Worm Gear and Pitman System | Y or N |
| TIRES & WHEELS | |
| 23 x 10.5-12, 4 ply | Y or N |
| All terrain tread | Y or N |
| steel rims | Y or N |
| DIMENSIONS/SPECIFICATIONS/CAPACITIES | |
| Length 125" | Y or N |
| Width 54" | Y or N |
| Wheel Base 80" | Y or N |
| Fuel Capacity 7 gal | Y or N |
| Oil Capacity 1. quart | Y or N |

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

| | | |
|--------------------------------------|-----------------|--------|
| Cargo Box | 800 lbs | Y or N |
| Vehicle Rated | 1200 lbs | Y or N |
| Cargo Box Size | 45" x 48" x 11" | Y or N |
| Cargo Box Capacity | 13.8 cu. ft. | Y or N |
| Ground Clearance under differential | 6" | Y or N |
| Ground Clearance under foot platform | 12" | Y or N |
| Turning Diameter | 24.1 ft | Y or N |
| Turning Radius | 11.8 ft | Y or N |
| Bed load Height | 31" | Y or N |
| PERFORMANCE | | |
| Forward Speed Maximum of 19 mph | | Y or N |
| Reverse Speed of <= 13 mph | | Y or N |
| Range up to 75 miles | | Y or N |
| PARTS AND SERVICE | | |
| Factory authorized service center | | Y or N |
| OEM parts delivery within 24 hours | | Y or N |
| WARRANTY | | |
| 2 Year Standard Warranty | | Y or N |

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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

City: The City of Tucson, Arizona

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

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

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

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

May: Indicates something that is not mandatory but permissible.

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

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

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

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

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

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

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

6. PREPARATION OF PROPOSAL:

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

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

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

constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

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

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

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

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

PROPOSAL EVALUATION REQUIREMENTS

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

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

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

A. Method of Approach

1. National Program Response

Provide a response to the national program

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

- i. highlight experience, demonstrate a strong national presence

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

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

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

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

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

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

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

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

iii. describe how products and services will be distributed nationwide

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

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

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

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

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

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

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

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

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

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

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

Please see attached Exception Sheet

2. Product and Service

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

See Attached Bid Pricing Documents

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

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

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

See Detailed Product Specifications

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

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

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

See Detailed Product Specifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N/A

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

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

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

E-Z-GO offers a full line of:

Golf - Personal Golf Cars, Trail Utility, Trail Leisure, Turf Maintenance, Food & Beverage, Hospitality Vehicles – electric, gas, and diesel.

Industrial & Commercial – Factory & Warehouse, Burden Carriers, Tuggers, Utility, Food Service, Personnel Transport, Street Legal Vehicles – electric, gas, diesel.

Sport Series Vehicles – electric, gas, and diesel.

Work Series Vehicles – electric, gas and diesel.

Custom Vehicles – electric, gas, and diesel.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Orders, Invoices and Delivery

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

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

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

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

- c. Describe your delivery commitment:

1. What are your standard delivery days

Monday – Friday

Vehicle: 60 Days ARO

Parts: 3-10 Business Days

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

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

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

4. Other

- a. Describe any government rebate programs applicable.

N/A

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

N/A

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

Textron Corporate proprietary information is not available for public bid.

- d. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Agencies. Include any subsidiaries that may be responsible for providing products or services.

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

B. Price Proposal

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

See attached pricing documentation.

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

See attached Price Sheet

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

Detailed freight rate table attached

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

N/A

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

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

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

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

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

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

Standard payment discount: 2% -10 Net 30.

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

C. Qualifications and Experience

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

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

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

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

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

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

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

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

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

See attached Organizational Profile & References

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

Lurie Nichol – Government Sales Manager

Donna Conrad – Government Sales Support Administrator

Hamish Lusty – Director of Sales Commercial Value Stream

Darryl Heffline – Vice President Commercial Value Stream

6. Describe the qualifications of your sales personnel and technicians. Include information on professional certifications obtained and the number staff currently certified.
7. Please submit any additional information that you feel is applicable to your qualifications and experience.

III. GENERAL

A. Shortlist:

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

B. Interviews:

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

C. Additional Investigations:

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

D. Prior Experience:

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

E. Multiple Awards:

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

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

- 7. TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions. The City reserves the right to exercise an option to temporarily extend the Contract for any length of time from the expiration date, for any reason.
- 8. PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.
- 9. SUBSTITUTE ITEMS:** Contractor reserves the right without liability to change specifications for new products that it produces and assumes no obligation to change equipments previously purchased or to continue to supply discontinued equipments to the City. In the event that a product is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:
- A formal announcement from the manufacturer that the product or model has been discontinued.
 - Documentation from the manufacturer that names the replacement product or model.
 - Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
 - Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - Documentation confirming that the price for the replacement is the same as or less than the discontinued model.
- 10. NEW PRODUCTS AND/OR ACCESSORIES:** The City of Tucson, at its sole discretion, may allow new products announced by the manufacturers represented on the contract to be incorporated. The request may be submitted at any time during the contract period and shall be supplemented with the following information.
- a. A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.
 - b. Documentation that provides clear evidence that the new product(s) are those that are within the established commodity group.
 - c. Documentation that states prices will be sold at the existing discount from list price as existing products.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority **on behalf of the City of Tucson** to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the **written** approval of the Department of Procurement **and Contractor**. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall

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

- 13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 14. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment A
REQUEST FOR PROPOSAL NO. 130795
PAGE 38 OF 40
CONTRACT OFFICER: LLOYD B. WINDLE, II
PH: (520) 837-4105 / FAX: (520) 791-4735

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

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

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

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

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

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

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

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

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

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

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

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

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

PRICE PAGE

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

| ITEM# | DESCRIPTION | UNIT PRICE |
|--------------|--|--|
| 1. | Electric Powered Golf Vehicle, as per specifications | \$ _____ |
| | MANUFACTURER AND MODEL NUMBER | |
| 2. | Gasoline Powered Golf Vehicle, as per specifications | \$ _____ |
| | MANUFACTURER AND MODEL NUMBER | |
| 3. | Gasoline Powered Transportation Golf Vehicle, As per specifications | \$ _____ |
| | MANUFACTURER AND MODEL NUMBER | |
| 4. | Light Duty Utility Vehicle, as per specifications | \$ _____ |
| | MANUFACTURER AND MODEL NUMBER | |
| 5. | Medium Duty Utility Vehicle, as per specifications | \$ _____ |
| | MANUFACTURER AND MODEL NUMBER | |
| | | (A) EQUIPMENT TOTAL FOR ITEMS 1- 5 \$ _____ |

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

| ITEM# | DESCRIPTION | UNIT PRICE |
|--------------|---|-------------------|
| | Starter/Generator | \$ _____ |
| | PART/ITEM NUMBER | |
| | Battery | \$ _____ |
| | PART/ITEM NUMBER | |
| | Brake Pads | \$ _____ |
| | PART/ITEM NUMBER | |
| | Front Axle | \$ _____ |
| | PART/ITEM NUMBER | |
| | Steering Gear | \$ _____ |
| | PART/ITEM NUMBER | |
| | Fuel Filter | \$ _____ |
| | PART/ITEM NUMBER | |
| | Air Filter | \$ _____ |
| | PART/ITEM NUMBER | |
| | Tires | \$ _____ |
| | PART/ITEM NUMBER | |
| | Wheels | \$ _____ |
| | PART/ITEM NUMBER | |
| | (B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 2 | \$ _____ |

3. Equipment: Gasoline Powered Transportation Golf Vehicle Replacement Parts:

| | | |
|--|-------------------|----------|
| | Drive Clutch | \$ _____ |
| | PART/ITEM NUMBER | |
| | Starter/Generator | \$ _____ |
| | PART/ITEM NUMBER | |

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

| ITEM# | DESCRIPTION | UNIT PRICE |
|--------------|---|-------------------|
| | Battery | \$ _____ |
| | PART/ITEM NUMBER | |
| | Brake Pads | \$ _____ |
| | PART/ITEM NUMBER | |
| | Front Axle | \$ _____ |
| | PART/ITEM NUMBER | |
| | Steering Gear | \$ _____ |
| | PART/ITEM NUMBER | |
| | Fuel Filter | \$ _____ |
| | PART/ITEM NUMBER | |
| | Air Filter | \$ _____ |
| | PART/ITEM NUMBER | |
| | Tires | \$ _____ |
| | PART/ITEM NUMBER | |
| | Wheels | \$ _____ |
| | PART/ITEM NUMBER | |
| | (B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 3 | \$ _____ |

**4. Equipment: Light Duty Utility Vehicle
 Replacement Parts:**

| | |
|-----------------------|----------|
| Master Brake Cylinder | \$ _____ |
| PART/ITEM NUMBER | |
| Clutch Cable Assembly | \$ _____ |
| PART/ITEM NUMBER | |
| Starter/Generator | \$ _____ |
| PART/ITEM NUMBER | |
| Battery | \$ _____ |

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

PART/ITEM NUMBER

Brake Pads \$ _____

PART/ITEM NUMBER

Front Axle \$ _____

PART/ITEM NUMBER

Steering Gear \$ _____

PART/ITEM NUMBER

Tires \$ _____

PART/ITEM NUMBER

Wheels \$ _____

PART/ITEM NUMBER

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

5. Equipment: Medium Duty Utility Vehicle
Replacement Parts:

Master Brake Cylinder \$ _____

PART/ITEM NUMBER

Clutch Cable Assembly \$ _____

PART/ITEM NUMBER

Starter/Generator \$ _____

PART/ITEM NUMBER

Battery \$ _____

PART/ITEM NUMBER

Brake Pads \$ _____

PART/ITEM NUMBER

Front Axle \$ _____

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

| ITEM# | DESCRIPTION | UNIT PRICE |
|--------------|--|-------------------|
| | PART/ITEM NUMBER | |
| | Steering Gear | \$ _____ |
| | _____ PART/ITEM NUMBER | |
| | Tires | \$ _____ |
| | _____ PART/ITEM NUMBER | |
| | Wheels | \$ _____ |
| | _____ PART/ITEM NUMBER | |
| | (B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 5 | \$ _____ |
| | (A) EQUIPMENT TOTAL FOR ITEMS 1-5 | \$ _____ |
| | (B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEMS 1-5 | \$ _____ |
| | GRAND TOTAL (A + B) | \$ _____ |

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

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

For clarification of this offer, contact:

E-Z-GO Division of Textron Inc.

Company Name

1451

Address

Augusta, GA 30906

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER

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

Approved as to form this _____ day of _____, 2013.

CITY OF TUCSON, a municipal corporation

Awarded this _____ day of _____, 2013.

As Tucson City Attorney and not personally

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

ATTACHMENTS

Attachment I – National IPA Exhibits

Attachment I – National IPA Exhibits



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

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

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

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

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

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

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

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

1.0 Scope of National Cooperative Contract

1.1 Requirement

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

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

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

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

1.2 Marketing and Administrative Support

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

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

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

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

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

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

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

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

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

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

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$10 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public

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

1.4 Award Basis

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

1.5 Objectives of Cooperative Program

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

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

2.1 REPRESENTATIONS AND COVENANTS

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

2.2 Corporate Commitment

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

2.3 Pricing Commitment

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

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

2.4 Sales Commitment

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

3.1 SUPPLIER QUALIFICATIONS

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

3.2 Company

A. Brief history and description of your company.

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

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

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

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

capitalization of \$7.62 billion.

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

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

Textron Inc. employs 33,000 people worldwide.

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

196 Sales and Service remote employees

31 Fleet Account Managers

16 Territory Account Managers

7 Regional Sales Directors

5 National Account Managers

4 Value Stream Vice Presidents

4 International Sales Managers

2 Government Sales Managers

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

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

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

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

D. Annual sales for the three previous fiscal years.

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

E. Submit your FEIN and Dunn & Bradstreet report.

FEIN 05-03-15468

DUNS (Textron) 02-321-1535

DUNS (EZGO) 001-338-979

3.3 Distribution, Logistics

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

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

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

E-Z-GO's dealer network documentation will be provided upon successful award. The E-Z-GO dealer network is additionally located for each brand on the respective websites. www.ezgo.com; www.cushman.com; www.badboybuggies.com;

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

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

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

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

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

3.4 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

First 10 Days

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

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

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

30 Days

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

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

90 Days

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

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

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

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

See 3.4A

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

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

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

See 3.4A

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

- b. Announcement, contract details and contact information published on the company website within first 30 days
See response B. above.
- c. Design, publication and distribution of co-branded marketing materials within first 90 days
See response A. above.
- d. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

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

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

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

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

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

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

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

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

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

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

Requirements for National Cooperative Contract

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

- i. Master Agreement was competitively solicited by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
- G. Provide contact information for the person(s), who will be responsible for:
- a. Marketing
 - b. Sales
 - c. Sales Support
 - d. Financial Reporting
 - e. Contract

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

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

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

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

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

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

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

approach will benefit both partners with long term rewards.

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

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

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

N/A

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

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

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

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

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

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

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

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

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this ___ day of _____ 20 ____, between National Intergovernmental Purchasing Alliance Company (“National IPA”), and _____ (herein “Supplier”).

RECITALS

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

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

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

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

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

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

DEFINITIONS

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

Attachment A

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

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

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

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

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

TERM OF AGREEMENT

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

NATIONAL PROMOTION

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

EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT

Requirements for National Cooperative Contract

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

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

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

QUARTERLY FEES & MONTHLY REPORTING

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

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

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

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

12. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

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

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
1600 Westgate Circle
Suite 275
Brentwood, TN 37027

B. Principal Procurement Agency

C. Supplier

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

18. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Name

Title

Title

Date

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) to be appended and made a part hereof and other public agencies (“Participating Public Agencies”) that register electronically with National Intergovernmental Purchasing Alliance Company (“National IPA”) or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein “Products”);

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

Attachment A

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of NAME OF PPA (“Principal Procurement Agency”), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”).

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

Signature

Name

Title

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

| | | | | |
|----------------------|--------------------|------------------------|-------------------------|------------------------|
| State of Alabama* | State of Hawaii | State of Massachusetts | State of New Mexico | State of South Dakota |
| State of Alaska | State of Idaho | State of Michigan | State of New York | State of Tennessee |
| State of Arizona | State of Illinois | State of Minnesota | State of North Carolina | State of Texas |
| State of Arkansas | State of Indiana | State of Mississippi | State of North Dakota | State of Utah |
| State of California | State of Iowa | State of Missouri | State of Ohio | State of Vermont |
| State of Colorado | State of Kansas | State of Montana | State of Oklahoma* | State of Virginia |
| State of Connecticut | State of Kentucky | State of Nebraska | State of Oregon | State of Washington |
| State of Delaware | State of Louisiana | State of Nevada | State of Pennsylvania | State of West Virginia |
| State of Florida | State of Maine | State of New Hampshire | State of Rhode Island | State of Wisconsin |
| State of Georgia | State of Maryland | State of New Jersey | State of South Carolina | State of Wyoming |
| District of Columbia | | | | |

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BOSSIER CITY, LA
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR

CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF RIDDLE, OR
CITY OF ROSEBURG, OR
CITY OF REDMOND, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WARRENTON, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON

Counties and Parishes including but not limited to:

ASCENSION PARISH, LA
ASSOCIATION OF OREGON COUNTIES

BAKER COUNTY, OR
BENTON COUNTY, OR
BOARD OF WATER SUPPLY, OR
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA

SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR

Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:

BEND METRO PARK AND RECREATION DISTRICT
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
EUGENE WATER AND ELECTRIC BOARD
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LOUISIANA PUBLIC SERVICE COMMISSION, LA
MEDFORD WATER COMMISSION
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
PORTLAND DEVELOPMENT COMMISSION, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
SOUTHEASTERN LOUISIANAN UNIVERSITY
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT

CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MUL TNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CTY SCHOOL DISTRICT 21

NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT PHOENIX-
TALENT SCHOOL DISTRICT NOA PORTLAND
JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32

Higher Education

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
DEVRY UNIVERSITY - PORTLAND
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE

OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERISTY

State Agencies

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION

| E-Z-GO Propc Net Price | Cost | E-Z-GO Margin | Vehicles | <u>E-Z-GO Vehicle Pricing Off MSRP</u> |
|------------------------|-------|---------------|----------|--|
| 52.0% | 23128 | 14443.4 | 37.55% | Golf Cars |
| 30.0% | 50243 | 26863.7 | 46.53% | Utility Vehicles (Turf) |
| 20.0% | 82144 | 64391.8 | 21.61% | Utility Vehicles (Industrial) |
| 30.0% | 95001 | 48170.4 | 49.29% | Transportation Vehicles (Shuttles) |
| 20.0% | 57420 | 10816.1 | 81.16% | Hospitality Vehicles (Refreshers) |
| 20.0% | 33298 | 19212.9 | 42.30% | Road Legal Low Speed Vehicles |
| 20.0% | 30866 | 14443.4 | 53.21% | AWD Vehicles |
| 30.0% | | | | Parts |
| 30.0% | | | | Accessories/Custom Solutions |
| | | | | LSV |

Free Goods Program (Agencies who purchase over \$100,000.00 receive credit to spend CC Vehicles, Parts, and accessories)



| | Spend Amount | Rebate \$ |
|-------|-----------------------------|------------------------|
| 4.00% | 4.00% \$100,000 - \$149,999 | \$4000 - \$5999.96 |
| 4.00% | 4.00% \$150,000 - \$199,999 | \$6000 - \$7999.96 |
| 4.00% | 4.00% \$200,000 - \$249,999 | \$8,000 - \$9999.96 |
| 4.00% | 4.00% \$250,000 - \$299,999 | \$10,000 - \$11,999.96 |
| 4.00% | 4.00% \$300,000 - \$349,999 | \$12,000 - \$13,999.96 |
| 4.00% | 4.00% \$350,000 - \$399,999 | \$14,000 - \$15,999.96 |
| 4.00% | 4.00% \$400,000 - \$449,999 | \$16,000 - \$17,999.96 |
| 4.00% | 4.00% \$450,000 - \$499,999 | \$18,000 - \$19,999.96 |
| 4.00% | 4.00% \$500,000 + | \$20,000 |

Freight 25% less than E-Z-GO rates current rates
Based Upon \$4 a Gallon Diesel rates



\$175 per vehicle for canopy top, windshield and other options of a canopied vehicle

\$450 per vehicle for a custom cab and other options on a cab vehicle

\$35 per cart for tops, windshields and other options for fleet golf

| SPEC | RETAIL PRICE | SPEC | RETAIL PRICE | SPEC | RETAIL PRICE | SPEC | retail | spec | |
|------------------------|--------------|-----------------------|--------------|-------------------|--------------|----------------|----------|-----------------|----------|
| 1 Txt Freedom Electric | 6625.00 | 2 TXT FREEDOM GAS | 6,523.00 | 3 RXV 2+2 GAS | 9492 | 4 Hauler 800 g | 8270 | 5 Hauler 1200 g | 9326 |
| FRONT BUMPER | 290.00 | FRONT BUMPER | 290.00 | HOLE IN ONE TIRES | 0 | 2 IN REC | 54 | 2 IN REC | 54 |
| HOLE IN ONE TIRES | 0.00 | HOLE IN ONE TIRES | 0.00 | HEAD LIGHTS | 0.00 | HEADLIGHTS | 0 | HEADLIGHTS | 0 |
| BODY COLOR WHITE | 0.00 | BODY COLOR WHITE | 0.00 | TAIL LIGHTS | 0.00 | TAILLIGHTS | 123 | TAILLIGHTS | 123 |
| STATE OF CHARGE METER | 91.00 | STATE OF CHARGE METER | 91.00 | BRAKE LIGHTS | 0.00 | BRAKE LIGHTS | 62 | BRAKE LIGHTS | 62 |
| HEAD LIGHTS | 0.00 | HEAD LIGHTS | 0.00 | BODY COLOR WHITE | 0.00 | TURN SIGNAL | 296 | TURN SIGNAL | 296 |
| TAIL LIGHTS | 0.00 | TAIL LIGHTS | 0.00 | SUN CANOPY | 437.00 | HOUR METER | 71 | HOUR METER | 71 |
| BRAKE LIGHTS | 0.00 | BRAKE LIGHTS | 0.00 | TURN SIGNAL | 289.00 | BRUSH GUARD | 0 | BRUSH GUARD | 0 |
| TURN SIGNAL | 286.00 | TURN SIGNAL | 286.00 | | | FUEL GAUGE | 75 | FUEL GAUGE | 75 |
| HUB CAPS | 45.00 | HUB CAPS | 45.00 | | | | | | |
| SUN CANOPY | 240.00 | SUN CANOPY | 240.00 | | | | | | |
| SWEATER BASKET | 0.00 | SWEATER BASKET | 0.00 | | | | | | |
| BACK UP ALARM | 0.00 | BACK UP ALARM | 0.00 | | | | | | |
| DC CONVERTOR | 0.00 | WHEEL COVERS | 45.00 | | | | | | |
| WHEEL COVERS | 45.00 | | | | | | | | |
| TOTAL | 7622.00 | TOTAL | 7,520.00 | TOTAL | 10218 | | 8951 | | 10007 |
| DISC 52% | 0.48 | DISC 30% | 0.48 | DISC 30 | 0.7 | DISC 30 | 0.7 | | 0.7 |
| | 3658.56 | | 3,609.60 | | 7,152.60 | | 6,265.70 | | 7,004.90 |

2013 Freight Charges by State and Model

9-Jan-2013

| State | Class I | Class II | Class IV | Class VII | Class III | | Class V | | Class VI | |
|------------------|--|---|------------------------------|-----------------------|--|-----------------------|-----------------------------|-----------------------|-------------|-----------------------|
| | Fleet & Freedom Golf Cars, Tug, Minute Miser, Part Chaser | Terrain, Hauler, Express, Shuttle, Bad Boy LD, HD, LTO | Topped Truckster/Haulster | Titan Scissor Lift | Bad Boy Ambush, Recoil, Instinct, Daedon (Diesel) | | Extended Frames (eg Safari) | | 2Five LSV | |
| | Crated Rate | Truck Shipped Rate | Crated Rate | Truck Shipped Rate | Crated Rate | Truck Shipped Rate | Crated Rate | Truck Shipped Rate | Crated Rate | Truck Shipped Rate |
| AL | \$184 | \$220 | \$514 | \$789 | \$286 | \$495 | \$362 | \$571 | \$251 | \$440 |
| AR | \$226 | \$327 | \$730 | \$854 | \$343 | \$736 | \$419 | \$812 | \$303 | \$654 |
| AZ | \$326 | \$454 | \$1,030 | \$917 | \$431 | \$1,022 | \$507 | \$1,098 | \$383 | \$908 |
| CA | \$388 | \$556 | \$1,241 | \$1,129 | \$455 | \$1,250 | \$531 | \$1,326 | \$405 | \$1,111 |
| CO | \$283 | \$421 | \$926 | \$826 | \$412 | \$947 | \$488 | \$1,023 | \$366 | \$842 |
| CT | \$226 | \$327 | \$730 | \$815 | \$343 | \$736 | \$419 | \$812 | \$303 | \$654 |
| DE | \$206 | \$289 | \$658 | \$788 | \$314 | \$650 | \$390 | \$726 | \$277 | \$578 |
| FL | \$184 | \$255 | \$658 | \$950 | \$304 | \$574 | \$380 | \$650 | \$268 | \$510 |
| GA | \$137 | \$176 | \$414 | \$608 | \$252 | \$396 | \$328 | \$472 | \$220 | \$352 |
| IA | \$260 | \$382 | \$844 | \$746 | \$308 | \$860 | \$444 | \$936 | \$326 | \$764 |
| ID | \$395 | \$571 | \$1,270 | \$870 | \$565 | \$1,285 | \$641 | \$1,361 | \$505 | \$1,142 |
| IL | \$226 | \$327 | \$730 | \$645 | \$356 | \$736 | \$432 | \$812 | \$323 | \$654 |
| IN | \$214 | \$306 | \$688 | \$641 | \$356 | \$688 | \$432 | \$765 | \$314 | \$612 |
| KS | \$247 | \$360 | \$900 | \$957 | \$356 | \$810 | \$432 | \$866 | \$315 | \$720 |
| KY | \$214 | \$306 | \$688 | \$666 | \$313 | \$589 | \$389 | \$765 | \$276 | \$612 |
| LA | \$206 | \$289 | \$658 | \$795 | \$324 | \$650 | \$400 | \$726 | \$286 | \$578 |
| MA | \$226 | \$327 | \$730 | \$853 | \$356 | \$736 | \$432 | \$812 | \$315 | \$654 |
| MD | \$206 | \$289 | \$658 | \$799 | \$315 | \$650 | \$391 | \$726 | \$276 | \$578 |
| ME | \$226 | \$327 | \$730 | \$923 | \$370 | \$736 | \$446 | \$812 | \$328 | \$654 |
| MI | \$236 | \$344 | \$762 | \$866 | \$358 | \$774 | \$434 | \$850 | \$317 | \$688 |
| MN | \$260 | \$382 | \$844 | \$634 | \$379 | \$860 | \$455 | \$936 | \$336 | \$764 |
| MO | \$247 | \$360 | \$800 | \$821 | \$335 | \$810 | \$411 | \$886 | \$296 | \$720 |
| MS | \$206 | \$289 | \$658 | \$795 | \$322 | \$650 | \$398 | \$726 | \$284 | \$578 |
| MT | \$373 | \$571 | \$1,240 | \$995 | \$555 | \$1,285 | \$641 | \$1,361 | \$505 | \$1,142 |
| NC | \$184 | \$255 | \$579 | \$813 | \$263 | \$574 | \$339 | \$650 | \$230 | \$510 |
| ND | \$276 | \$362 | \$844 | \$865 | \$565 | \$815 | \$641 | \$881 | \$505 | \$724 |
| NE | \$260 | \$382 | \$844 | \$876 | \$375 | \$860 | \$451 | \$936 | \$332 | \$764 |
| NH | \$226 | \$327 | \$730 | \$820 | \$356 | \$736 | \$432 | \$812 | \$315 | \$654 |
| NJ | \$226 | \$327 | \$730 | \$788 | \$356 | \$736 | \$432 | \$812 | \$315 | \$654 |
| NM | \$304 | \$454 | \$998 | \$1,045 | \$538 | \$1,022 | \$614 | \$1,098 | \$480 | \$908 |
| NV | \$353 | \$540 | \$1,168 | \$917 | \$435 | \$1,215 | \$511 | \$1,291 | \$387 | \$1,060 |
| NY | \$226 | \$327 | \$730 | \$847 | \$347 | \$736 | \$423 | \$812 | \$307 | \$654 |
| OH | \$215 | \$307 | \$690 | \$681 | \$347 | \$691 | \$423 | \$767 | \$297 | \$614 |
| OK | \$247 | \$360 | \$800 | \$885 | \$362 | \$810 | \$438 | \$886 | \$320 | \$720 |
| OR | \$402 | \$571 | \$1,282 | \$1,039 | \$475 | \$1,285 | \$551 | \$1,361 | \$423 | \$1,142 |
| PA | \$226 | \$327 | \$730 | \$783 | \$325 | \$736 | \$401 | \$812 | \$287 | \$654 |
| RI | \$226 | \$327 | \$730 | \$820 | \$352 | \$736 | \$423 | \$812 | \$311 | \$654 |
| SC | \$184 | \$255 | \$578 | \$806 | \$256 | \$674 | \$332 | \$650 | \$224 | \$510 |
| SD | \$260 | \$382 | \$844 | \$976 | \$565 | \$860 | \$641 | \$936 | \$505 | \$764 |
| TN | \$226 | \$327 | \$730 | \$703 | \$313 | \$736 | \$389 | \$812 | \$276 | \$654 |
| TX | \$257 | \$344 | \$792 | \$1,163 | \$352 | \$774 | \$426 | \$860 | \$311 | \$688 |
| UT | \$312 | \$421 | \$968 | \$870 | \$435 | \$947 | \$511 | \$1,023 | \$387 | \$942 |
| VA | \$206 | \$289 | \$658 | \$904 | \$301 | \$650 | \$377 | \$726 | \$265 | \$578 |
| VT | \$226 | \$327 | \$730 | \$820 | \$366 | \$736 | \$442 | \$812 | \$324 | \$654 |
| WA | \$409 | \$571 | \$1,292 | \$917 | \$475 | \$1,285 | \$551 | \$1,361 | \$423 | \$1,142 |
| WI | \$288 | \$395 | \$874 | \$697 | \$365 | \$889 | \$441 | \$965 | \$323 | \$730 |
| WV | \$206 | \$289 | \$658 | \$742 | \$313 | \$650 | \$389 | \$726 | \$276 | \$578 |
| WY | \$283 | \$421 | \$926 | \$1,110 | \$565 | \$947 | \$641 | \$1,023 | \$505 | \$842 |
| Alberia | \$352 | \$535 | \$1,748 | | \$600 | \$1,748 | \$876 | \$1,824 | \$704 | \$1,070 |
| British Columbia | \$352 | \$535 | \$1,748 | | \$750 | \$1,748 | \$826 | \$1,824 | \$704 | \$1,070 |
| Manitoba | \$322 | \$479 | \$1,590 | | \$775 | \$1,589 | \$851 | \$1,665 | \$644 | \$958 |
| New Brunswick | \$362 | \$535 | \$1,748 | | \$800 | \$1,748 | \$876 | \$1,824 | \$704 | \$1,070 |
| Ontario | \$332 | \$490 | \$1,126 | | \$600 | \$1,126 | \$676 | \$1,202 | \$464 | \$680 |
| Quebec | \$253 | \$371 | \$1,228 | | \$650 | \$1,228 | \$726 | \$1,304 | \$506 | \$742 |
| Saskatchewan | \$322 | \$479 | \$1,590 | | \$775 | \$1,589 | \$851 | \$1,665 | \$644 | \$958 |

Contracted TL & LTL Carriers
(prices per gallon)

| Min | Max | FSC |
|--------|--------|-----|
| \$1.40 | \$1.50 | 0% |
| \$1.50 | \$1.60 | 1% |
| \$1.60 | \$1.70 | 2% |
| \$1.70 | \$1.80 | 3% |
| \$1.80 | \$1.90 | 4% |
| \$1.90 | \$2.00 | 5% |
| \$2.00 | \$2.10 | 6% |
| \$2.10 | \$2.20 | 7% |
| \$2.20 | \$2.30 | 8% |
| \$2.30 | \$2.40 | 9% |
| \$2.40 | \$2.50 | 10% |
| \$2.50 | \$2.60 | 11% |
| \$2.60 | \$2.70 | 12% |
| \$2.70 | \$2.80 | 13% |
| \$2.80 | \$2.90 | 14% |
| \$2.90 | \$3.00 | 15% |
| \$3.00 | \$3.10 | 16% |
| \$3.10 | \$3.20 | 17% |
| \$3.20 | \$3.30 | 18% |
| \$3.30 | \$3.40 | 19% |
| \$3.40 | \$3.50 | 20% |
| \$3.50 | \$3.60 | 21% |
| \$3.60 | \$3.70 | 22% |
| \$3.70 | \$3.80 | 23% |
| \$3.80 | \$3.90 | 24% |
| \$3.90 | \$4.00 | 25% |
| \$4.00 | \$4.10 | 26% |
| \$4.10 | \$4.20 | 27% |
| \$4.20 | \$4.30 | 28% |
| \$4.30 | \$4.40 | 29% |
| \$4.40 | \$4.50 | 30% |
| \$4.50 | \$4.60 | 31% |
| \$4.60 | \$4.70 | 32% |
| \$4.70 | \$4.80 | 33% |
| \$4.80 | \$4.90 | 34% |
| \$4.90 | \$5.00 | 35% |
| \$5.00 | \$5.10 | 36% |

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

REQUEST FOR PROPOSAL NO. 130795
PAGE 39 OF 40
CONTRACT OFFICER: LLOYD B. WINDLE, II
PH: (520) 837-4105 / FAX: (520) 791-4735

PRICE PAGE

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

| ITEM# | DESCRIPTION | UNIT PRICE | |
|--|--|------------|--|
| 1. | Electric Powered Golf Vehicle, as per specifications | \$ 3658.56 | Comment [d64]: TXT FREEDOM ELECTRIC # 614265 |
| | MANUFACTURER AND MODEL NUMBER— | | |
| 2. | Gasoline Powered Golf Vehicle, as per specifications | \$ 3609.60 | Comment [d65]: TXT FREEDOM GASOLINE # 612946 |
| | MANUFACTURER AND MODEL NUMBER | | |
| 3. | Gasoline Powered Transportation Golf Vehicle, As per specifications | \$ 7152.60 | Comment [d66]: RXV 2+2 GASOLINE # 614420 |
| | MANUFACTURER AND MODEL NUMBER | | |
| 4. | Light Duty Utility Vehicle, as per specifications | \$ 6265.70 | Comment [d67]: HAULER 800 GASOLINE #618841 |
| | MANUFACTURER AND MODEL NUMBER | | |
| 5. | Medium Duty Utility Vehicle, as per specifications | \$ 7004.90 | Comment [d68]: HAULER 1200 GASOLINE #618843 |
| | MANUFACTURER AND MODEL NUMBER | | |
| (A) EQUIPMENT TOTAL FOR ITEMS 1- 5 \$ 27,691.36 | | | |

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

REQUEST FOR PROPOSAL NO. 130795
 PAGE 40 OF 40
 CONTRACT OFFICER: LLOYD B. WINDLE, II
 PH: (620) 837-4105 / FAX: (620) 791-4735

PRICE PAGE
(REPLACEMENT PARTS FOR SAMPLE EQUIPMENT)

ITEM# DESCRIPTION UNIT PRICE

**1. Equipment: Electric Powered Golf Vehicle
 Replacement Parts:**

Battery \$ 113.00

PART/ITEM NUMBER--72824G01

Electric Motor \$ 420.00

PART/ITEM NUMBER--624129

Brake Pads---- \$ 13.00

PART/ITEM NUMBER--612412/612411

Charger \$ 328.00

PART/ITEM NUMBER--622418

Speed Controller \$ 350.00

PART/ITEM NUMBER--612632

Front Axle \$ 81.00

PART/ITEM NUMBER--602513

Steering Gear \$ 120.00

PART/ITEM NUMBER--70964G02

Tires/WHEEL \$ 57.00

PART/ITEM NUMBER--612772

Wheels \$ N/A

PART/ITEM NUMBER--SEE ABOVE

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

Comment [d69]: FREEDOM TXT ELECTRIC
Comment [d70]: Parts Manual part # 614278 \$ 42.00

Comment [d71]: Brake Drum part # 21807G2 @ \$42.00

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

Drive Clutch \$ 179.00

PART/ITEM NUMBER--618684

Comment [d72]: FREEDOM TXT GASOLINE
Comment [d73]: FREEDOM TXT GASOLINE PARTS MANUAL PARTS # 614275 \$ 42.00

Comment [d74]: Driven Clutch # 618685 \$155.00

Comment [d75]: Drive Belt # 618630 \$39.00

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

REQUEST FOR PROPOSAL NO. 130795
PAGE 41 OF 40
CONTRACT OFFICER: LLOYD B. WINDLE, II
PH: (520) 837-4105 / FAX: (520) 791-4735

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

| <u>ITEM#</u> | <u>DESCRIPTION</u> | <u>UNIT PRICE</u> |
|--------------|--|-------------------------------|
| | Starter/Generator | \$ <u>245.00</u> |
| | PART/ITEM NUMBER--625715 | |
| | Battery | \$ <u>55.00</u> |
| | PART/ITEM NUMBER--24775G1 | |
| | Brake Pads | \$ <u>13.00</u> |
| | PART/ITEM NUMBER--612412/612411 | |
| | Front Axle | \$ <u>81.00</u> |
| | PART/ITEM NUMBER---602513 | |
| | Steering Gear | \$ <u>120.00</u> |
| | PART/ITEM NUMBER---70964G02 | |
| | Fuel Filter | \$ <u>2.00</u> |
| | PART/ITEM NUMBER--72084G01 | |
| | Air Filter | \$ <u>18.00</u> |
| | PART/ITEM NUMBER---28463G01 | |
| | Tires/ WHEEL | \$ <u>57.00</u> |
| | PART/ITEM NUMBER---612772 | |
| | Wheels | \$ <u>SEE</u> <u>ABOVE</u> |
| | PART/ITEM NUMBER--SEE ABOVE | |
| | (B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 2 | \$ <u>1048.00</u> |
| 3. | Equipment: Gasoline Powered Transportation Golf Vehicle | |
| | Replacement Parts: | |
| | Drive Clutch | \$ <u>179.00</u> |
| | PART/ITEM NUMBER--610684 | |
| | Starter/Generator | \$ <u>245.00</u> |
| | PART/ITEM NUMBER--625715 | |

Comment [d77]: BRAKE DRUM # 21807G2
\$ 42.00

Comment [d78]: RXV 2+2 GASOLINE

Comment [d79]: PARTS MANUAL # 611105
\$42.00

Comment [d80]: DRIVEN CLUTCH # 618685
\$155.00

Comment [d81]: BELT # 618630 \$ 39.00

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

REQUEST FOR PROPOSAL NO. 130795
PAGE 36 OF 40
CONTRACT OFFICER: LLOYD B. WINDLE, II
PH: (520) 837-4105 / FAX: (520) 791-4735

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

| <u>ITEM#</u> | <u>DESCRIPTION</u> | <u>UNIT PRICE</u> |
|--------------|---|-------------------|
| | Battery | \$ <u>55.00</u> |
| | PART/ITEM NUMBER---24775G1 | |
| | Brake Pads | \$ <u>13.00</u> |
| | PART/ITEM NUMBER---612412/612411 | |
| | Front Axle (2) | \$ <u>40.00</u> |
| | PART/ITEM NUMBER---608089 | |
| | Steering Gear | \$ <u>182.00</u> |
| | PART/ITEM NUMBER---618329 | |
| | Fuel Filter | \$ <u>2.00</u> |
| | PART/ITEM NUMBER---72084G01 | |
| | Air Filter | \$ <u>18.00</u> |
| | PART/ITEM NUMBER---28463G01 | |
| | Tires/Wheel | \$ <u>57.00</u> |
| | PART/ITEM NUMBER---612772 | |
| | Wheels | \$ <u>SEE</u> |
| | PART/ITEM NUMBER--- SEE ABOVE | \$ <u>ABOVE</u> |
| | (B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 3 \$ <u>1027.00</u> | |
| 4. | Equipment: Light Duty Utility Vehicle | |
| | Replacement Parts: | |
| | Master Brake Cylinder---NONE | \$ <u>N/A</u> |
| | PART/ITEM NUMBER---N/A | |
| | Clutch Cable Assembly---CLUTCH DRIVE | \$ <u>179.00</u> |
| | PART/ITEM NUMBER---623948 | |
| | Starter/Generator | \$ <u>245.00</u> |
| | PART/ITEM NUMBER---625715 | |
| | Battery | \$ <u>55.00</u> |

Comment [d82]: Hauler 800 Gas

Comment [d83]: Parts MANUAL # 624955
\$ 42.00

Comment [d84]: BELT # 618630 \$39.00
DRIVEN CLUTCH # 623948 \$ 156.00

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

REQUEST FOR PROPOSAL NO. 130795
PAGE 37 OF 40
CONTRACT OFFICER: LLOYD B. WINDLE, II
PH: (520) 837-4105 / FAX: (520) 791-4735

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

PART/ITEM NUMBER--24775G1

Brake Pads \$ 13.00

PART/ITEM NUMBER--612412/612411

Front Axle \$ 81.00

Comment [d85]: BRAKE DRUM # 21807G2
\$42.00

PART/ITEM NUMBER--602513

Steering Gear \$ 120.00

PART/ITEM NUMBER--70964G02

Tires/WHEEL \$ 70.00

PART/ITEM NUMBER--28757G01 (FRONT)

TIRE/Wheels \$ 70.00

PART/ITEM NUMBER-- 28757G03 (REAR)

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

5. Equipment: Medium Duty Utility Vehicle
Replacement Parts:

Master Brake Cylinder \$ N/A

Comment [d86]: HAULER 1200 GAS

PART/ITEM NUMBER--NONE

Clutch Cable Assembly \$ _____

Comment [d87]: PARTS MANUAL # 624955
\$42.00

PART/ITEM NUMBER--SEE COMMENT D53

Starter/Generator \$ 245.00

Comment [d88]: CLUTCH DRIVE # 618684
\$179.00
CLUTCH DRIVEN # 618685 \$155.00
BELT # 618630 \$39.00

PART/ITEM NUMBER--625715

Battery \$ 55.00

PART/ITEM NUMBER--24775G1

Brake Pads \$ 13.00

PART/ITEM NUMBER--612412/612411

Front Axle \$ 81.00

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

REQUEST FOR PROPOSAL NO. 130795
PAGE 38 OF 40
CONTRACT OFFICER: LLOYD B. WINDLE, II
PH: (520) 837-4105 / FAX: (520) 791-4735

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

| <u>ITEM#</u> | <u>DESCRIPTION</u> | <u>UNIT PRICE</u> |
|--------------|--|----------------------------|
| | PART/ITEM NUMBER--802513 | |
| | Steering Gear | \$ <u>120.00</u> |
| | PART/ITEM NUMBER--70964G02 | |
| | Tires/WHEEL | \$ <u>70.00</u> |
| | PART/ITEM NUMBER--28757G01 (FRONT) | |
| | TIRE/Wheels | \$ <u>70.00</u> |
| | PART/ITEM NUMBER--28757G03 (REAR) | |
| | (B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEM 5 | \$ <u>1069.00</u> |
| | (A) EQUIPMENT TOTAL FOR ITEMS 1-5 | \$ <u>27,691.36</u> |
| | (B) TOTAL PRICE FOR REPLACEMENT PARTS FOR ITEMS 1-5 | \$ <u>5,752.00</u> |
| | GRAND TOTAL (A + B) | \$ <u>33,443.36</u> |

**CITY OF TUCSON
DEPARTMENT OF PROCUREMENT**

**REQUEST FOR PROPOSAL NO. 130795
GOLF, UTILITY AND HOSPITALITY CARTS
AMENDMENT NO. ONE (1)**

The referenced document has been modified as per the attached Amendment No. **ONE (1)**.

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to **LLOYD B. WINDLE, II**.

LBW/swb

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: MAY 15, 2013

REQUEST FOR PROPOSAL NO. 130795
RFP AMENDMENT NO. ONE (1)
PAGE NO. 1 OF 3
RFP DUE DATE: MAY 23, 2013
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE, II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

GOLF, UTILITY AND HOSPITALITY CARTS

- A. The due date of Wednesday, May 22, 2013 at 4:00 PM Local AZ time has been **CHANGED to Thursday, May 23, 2013 at 4:00 PM Local AZ time.**
- B. Clarifications
1. Page 2, Introduction/Background: Replace "GOLF, TURF AND HOSPITALITY CARTS" with "GOLF, UTILITY AND HOSPITALITY CARTS".
 2. Page 18, Instructions to Offerors, Paragraph 9. Proposal/Submittal Format, Second Sentence: Replace this sentence with "Offerors shall also submit TWO copies of the proposal on cd, disc or flash drive in MS Office 2003 or .pdf format.
 3. Page 21, Proposal Evaluation Requirements, A. Method of Approach, 1.a.: Replace Attachment A with Attachment I.
 4. Page 21, Proposal Evaluation Requirements, A. Method of Approach, 1.b.: Replace Attachment A with Attachment I.
 5. ATTACHMENTS, Attachment I, Exhibit A - National Response for National Contract, Section 1.3. Change first sentence to read. "The dollar volume purchased under the Master Agreement is estimated to be approximately \$10 million annually".
 6. ATTACHMENTS, Attachment I - National IPA Exhibits: Replace Attachment I, Exhibit B - National IPA Administration Agreement with the attachment titled "REVISED Attachment I Exhibit B".
 7. ATTACHMENTS, Attachment I - National IPA Exhibits: Replace Attachment I, Exhibit E - National IPA Contract Sales Reporting Template with the attachment titled "REVISED Attachment I Exhibit E Reporting".
 8. Sales Data for the Existing Contract:

National Sales Volume: (Total Sales excluding freight)

Dec 2008 - Nov 2009: \$848,000

Dec 2009 - Nov 2010: \$2.9 million

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: MAY 15, 2013

REQUEST FOR PROPOSAL NO. 130795
RFP AMENDMENT NO. ONE (1)
PAGE NO. 2 OF 3
RFP DUE DATE: MAY 23, 2013
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE, II

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THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Dec 2010 - Nov 2011: \$2.9 million

Dec 2011 - Nov 2012: \$2.1 million

Dec 2012 - March 2013: \$270,000 (to date)

9. List of attendees at the pre-proposal conference.

Iron City Polaris
Drive Electric
Tucson Golf Cars
EZ Go Division of Textron
Club Car, LLC
Columbia Par Car
Modern Lift, Inc.
Yamaha Golf Cars
National IPA

10. What is the administrative fee for the current contract?

The current contract has a tiered administrative fee; however, National IPA no longer uses a tiered structure. The RFP states an administrative fee of 2.5% in Attachment I, Exhibit A. If suppliers have suggested modifications to any part of the National IPA Exhibits, including the administrative fee, they are to include them with their response.

11. Where can I get a copy of the current contract?

To receive a copy of the existing contract, email your request to Lloyd.windle@tucsonaz.gov. The City charges a nominal .25 per page plus shipping charges. An additional fee of \$5.00 is charged for the content to be provided on a CD.

12. What National IP exhibits require completing or commenting?

Offerors shall provide a written response to Exhibit A, pages 42-48, in their proposal.

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: MAY 15, 2013

REQUEST FOR PROPOSAL NO. 130795
RFP AMENDMENT NO. ONE (1)
PAGE NO. 3 OF 3
RFP DUE DATE: MAY 23, 2013
RESPONSIBLE CONTRACT OFFICER: LLOYD B. WINDLE, II

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Offerors are to review and submit any exceptions to Exhibit B, pages 49-53, in their proposal. This exhibit is an example of the Administrative Agreement the awarded supplier will sign with National IPA.

Attachments: REVISED Attachment I Exhibit B
REVISED Attachment I Exhibit E Reporting

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature



Date

5/22/13

HAMISH LUSTY - SALES DIRECTOR
Typed Name and Title

Company Name

F-2-60 Division of Takkan Inc

Address

1451 Marvin Griffin Rd.

City

Augusta GA 30906

State

Zip