



**Alling Memorial 2026 EFI Gas
Sourcewell #091024-CCR
Gas Visage**

GAME FOR MORE...
possibilities





Engine Performance You Can Trust

Depend on automotive-grade engineering with the Kohler Command PRO® EFI engine, now available in Club Car Tempos. In addition to its reliability, the new fuel-efficient engine helps improve productivity by simplifying your ownership experience and increasing vehicle uptime.



THE 14 HP COMMAND PRO® EFI ENGINE FROM KOHLER & CLUB CAR MAKES YOUR JOB EASIER IN MANY WAYS.

- **Automotive-Grade, Closed-Loop EFI** continuously adjusts engine performance based off an internal oxygen sensor for excellent fuel economy and more reliable starting and performance in any environment.
- **Onboard Diagnostics, Accessible on your Laptop or Smart Device** quickly identify engine issues to keep your vehicle running and decrease maintenance time.
- **Reduced Oil Changes** maximize uptime and your bottom line, thanks to an industry-leading oil change interval recommendation (every 200 hours*).

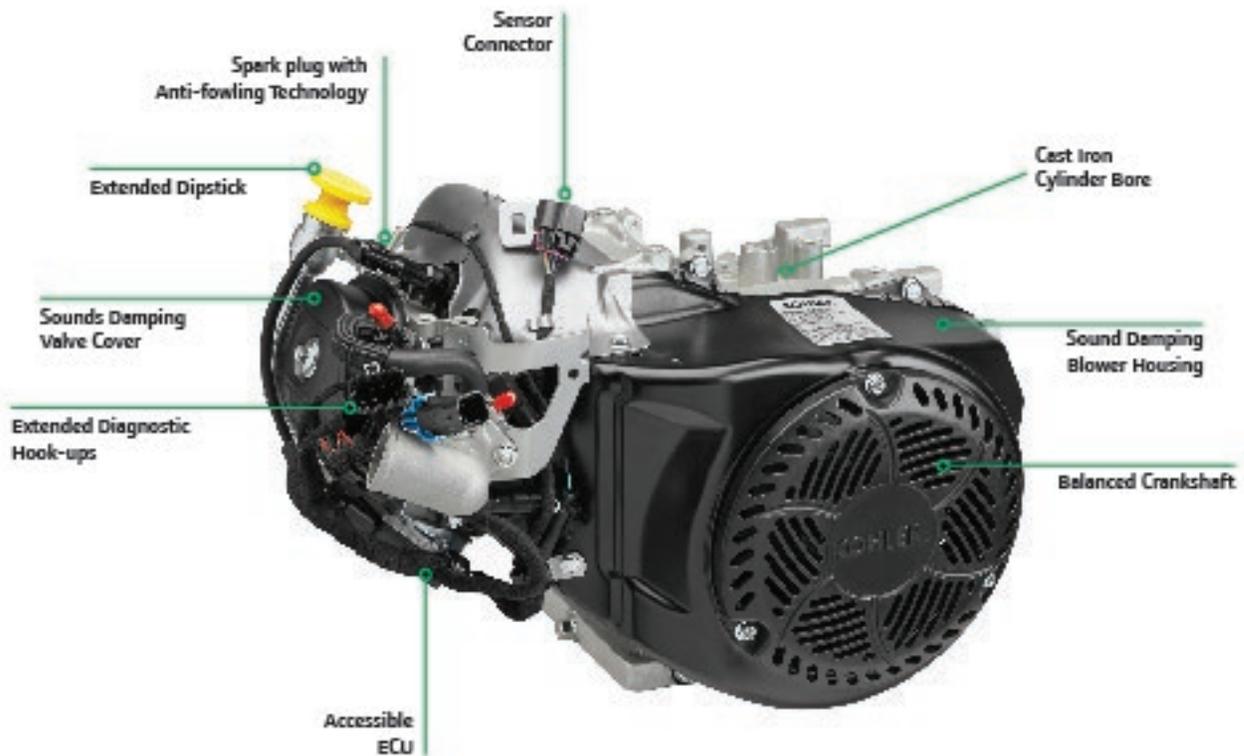


QUIETED METAL COMPONENTS

Specialized material used for the engine's blower housing and valve cover effectively suppresses undesirable engine noise for an enhanced acoustic experience.



*After first oil change at 100 hrs





Quantity of Golf Cars: 80

Type of Golf Car: 2026 Tempo EFI Gas

Description:

- 14 HP Kohler Command PRO EFI engine
- Premium radial front and rear tires with Tempo wheel covers
- Domed number decals (both sides of car)
- Hinged fold down windshield
- Comfort Grip Steering Wheel
- Choice of standard body color (Dark Green, Cashemere, Platinum)
- Choice of canopy color (black)
- Seat color (Gray OR Beige)
- Sand Bottles
- Bag Covers (black)
- USB Ports
- Driver Side Ball and Club Cleaner/ Passenger Side Cooler

Lease includes Weekly Service and Winterization Per Warranty

Included at No Additional Cost:

- **FOB Augusta**
- Delivery Date: April 2026





Golf Car Lease w/4G Screens Included

Number of Cars	Type of Car	Lease Term			Yearly Payment
80	Visage	4 years			\$26,880.00
80	2026 Tempo EFI Gas	4 years			\$118,512.00
TOTAL					\$145,392.00
1 Yearly Payment July					
Weekly service and winterization included in the monthly lease payment. Third Party Damage Billable to the Club.					

Customer: Alling
 Memorial _____
 Signature: _____
 Title: _____
 Date: _____

Club Car LLC _____
 Signature: _____
 Title: _____
 Date: _____



PROPOSAL



ENHANCE THE GOLF UTILITY EXPERIENCE

A new way to cover all utility needs at the golf course whether gas or electric.

Features for the Carryall Vehicles:

- Gas Engine / Motor Type: Kohler® Command PRO EFI engine
- Gas Motor Type: 48 volt DC
- Bed Load Capacity 800 lb (362.8 kg)
- Towing Capacity 1200 lb (544.3 kg)
- Speed 15-17 mph (24-27 kph)
- Gas Warranty: 3 yr/3000 hr limited powertrain/frame; 2 yr limited remaining vehicle
- Electric Warranty: 4 yr limited battery warranty; 3 yr limited powertrain/frame; 2 yr limited remaining vehicle



Terms and Conditions for Returning Vehicles or Trade-Ins

Sole Responsibility

Alling Memorial Golf Course agrees to accept sole responsibility for any loss or damage to its returned cars beyond ordinary wear due to normal use. The returned cars must meet the following conditions:

1. All cars must be free of all liens and encumbrances.
2. All cars must be capable of running at least 9 holes of golf.
3. All cars must be the same quantity and year model as originally evaluated.
4. All cars must be clean, and free of trash, scorecards, pencils, tees, etc.
5. All cars must have a working charger.
6. All cars must have four serviceable tires that retain proper air pressure.
7. All cars must steer properly in all directions.

If any of the above conditions are not met, Club Car reserves the right to withhold any and all Special Considerations stated in this agreement.

Furthermore, Alling Memorial Golf Course to pay the following charges if the below conditions are found upon Club Car's inspection of the returned cars:

1. Severely damaged or missing chargers	N/A
2. Inoperable cars	\$ 200.00 per car
3. Minor damage (damage to bodies, bumpers or seats)	\$ 350.00 per car
4. Major damage (frame damage, wrecked cars, etc.)	\$ 700.00 per car

Customer: Alling
Memorial _____

Club Car/Dealer: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



Warranty

CLUB CAR[®] LIMITED WARRANTY FOR TEMPO VEHICLES

WARRANTY: CLUB CAR, LLC (“CLUB CAR”) hereby warrants to the Original Purchaser or Lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from CLUB CAR or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by CLUB CAR, its Authorized Dealers or Distributors, or a service agency approved by CLUB CAR. For repairs made by qualified technicians other than CLUB CAR’s factory technicians or an Authorized Dealer or Distributor, CLUB CAR will provide only the replacement parts or components.

IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED AND RETURNED TO CLUB CAR AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.

EXCLUSIONS: Excluded from any CLUB CAR warranty is damage to a vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories (such as connecting any accessories to less than the full pack of batteries), installation of parts or accessories that are not original equipment including non-approved GPS systems, non-approved alteration and acts of God. Also excluded from any CLUB CAR warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as the charger plug and receptacle, engine mounts, mats, pads, spark plugs, light bulbs, brake shoes, belts, brushes, bushings, drive buttons, cosmetic deterioration, and items that deteriorate, fade or fail due to exposure or ordinary wear and tear.

	I2L	I2	V4
VEHICLE MAIN FRAME	LIMITED LIFETIME		
GASOLINE POWERTRAIN: Engine, transaxle, torque converter (drive and driven).	5	5	5
SUSPENSION: Steering gearbox, steering column, shocks, and leaf springs.	4	4	4
MAJOR ELECTRONICS: Solid state speed controller and battery charger.	4	4	4
DEEP CYCLE BATTERY: 25,000 amp hours as recorded by the controller, or four years, whichever occurs first, for vehicles properly maintained using an authorized deionizer system. Otherwise, 20,000 amp hours or four years, whichever occurs first.	4	4	4
PEDAL GROUP: Pedal group mechanical assembly, brake cluster assemblies, and brake cables.	4	4	4
SEATS: Seat bottom, seat back, and armrests.	4	4	4
CANOPY SYSTEM: Canopy, rear canopy supports, drainage system and Structural Accessory Module (SAM).	4	4	4
ELECTRIC POWERTRAIN: Electric motor, transaxle and MCOR.	3	3	3
GASOLINE SYSTEMS: Air intake system, exhaust system, and starter generator.	3	3	3
BODY GROUP: Beauty panels, and front and rear underbody.	3	3	3
ALL REMAINING COMPONENTS: Solenoid, GCOR, limit switches, voltage regulator, F&R switch, and options and accessories supplied by CLUB CAR, including components not specified otherwise.	2	2	2

Customer: Alling
 Memorial _____
 Signature: _____
 Title: _____
 Date: _____

Club Car/Dealer: _____
 Signature: _____
 Title: _____
 Date: _____



Warranty (continued)

The provisions of this limited warranty shall not apply to failure due to the following conditions:

1. Batteries

- 1.1 Improper charging of a vehicle due to the use of a battery charger model not approved by Club Car for use with the vehicle.
 - 1.2 Use of water in batteries, including tap water that contains impurities. Distilled water or a properly maintained, Club Car approved battery water deionizer and filter system should be used to ensure water quality.
 - 1.3 Abuse such as overcharging, undercharging, improper fluid levels, loose wiring and fasteners, or rusted or corroded hardware.
 - 1.4 Use of energy management systems that do not allow a minimum of 12 hours of charge time to assure proper charging.
 - 1.5 Use of any accessories that do not draw power off the complete 48V pack.
 - 1.6 Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addition of any chemical, or the operation of the battery in an uncharged condition (below half charge 1.200 specific gravity); the installation of the batteries in reverse or recharging in reverse, breakage of containers, covers, or terminal post, or batteries used in applications for which they were not designed.
 - 1.7. A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.
 - 1.8. A vehicle not having an operational charger on a circuit that has the parameters specified in the vehicle owner's manual (the number of operational chargers must equal the number of operational vehicles), or use of an unapproved algorithm.
2. Lack of proper maintenance such as preventive maintenance checks, proper rotation of vehicles in a fleet application, maintaining proper tire pressure and alignment and tightening loose wire connections as outlined in the owner's manual.
 3. Damages caused by improper installation of the component.
 4. Failed semiconductor parts such diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of CLUB CAR.
 5. Damaged charger AC and DC cord set with plug, which is a wear item and subject to user abuse.
 6. Use of gasoline containing more than 10% ethanol. Transportation expenses for warranty services are also excluded from this warranty.

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, CLUB CAR does not warrant that its vehicle or components such as batteries, computer, controller or electrical device are suitable for use in any application other than in its products. As in the use of any vehicle, batteries, computer, controller or electrical device, a prudent owner will read and study the owner's manual, the operator instructions and the warning labels; and will exercise due care in working on or around vehicles, batteries or electrical devices.

Transportation expenses for warranty services are also excluded from this warranty.

VOIDING OF WARRANTY: THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE VEHICLE OR COMPONENT IS ABUSED OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE CAR TO CAUSE IT TO PERFORM OUTSIDE CLUB CAR SPECIFICATIONS. THE WARRANTY IS LIKEWISE VOID IF THE VEHICLE SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN THE OWNER'S MANUAL AND MAINTENANCE AND SERVICE MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUALS.



Warranty (continued)

SOLE REMEDY: CLUB CAR's liability under this limited warranty or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at CLUB CAR's option, of the vehicle or component thereof that CLUB CAR deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new vehicle or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the vehicle or component thereof at no cost to the purchaser during the applicable limited warranty period. CLUB CAR reserves the right to test and recharge any component returned for adjustment. If CLUB CAR elects to repair the vehicle or component, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of CLUB CAR.

DISCLAIMER: THIS LIMITED WARRANTY IS EXCLUSIVE. CLUB CAR MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CLUB CAR AND EXCLUDED FROM THIS WARRANTY. THE PURCHASER AND CLUB CAR EXPRESSLY AGREE THAT THE SOLE REMEDY OF THE REPLACEMENT OR REPAIR OF THE DEFECTIVE VEHICLE OR COMPONENT THEREOF IS THE SOLE REMEDY OF THE PURCHASER. CLUB CAR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF CLUB CAR HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

In the event that another pre-printed warranty document, certificate or both offered by or through Club Car at the time of sale of this vehicle (each an "Additional Warranty Document") is deemed to conflict with the limitations or exclusions contained herein, the limitations and exclusions contained herein shall continue to apply to both this limited warranty statement and, to the maximum extent permitted by law, to each Additional Warranty Document.

NO CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL CLUB CAR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS RELATED TO PROPERTY OTHER THAN THE VEHICLE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR ANY OTHER ECONOMIC LOSS.

Some states allow neither limitation on the duration of an implied warranty nor exclusions or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

HOW TO MAKE A WARRANTY CLAIM: To make a warranty claim under this limited warranty, you must present the vehicle or defective component with evidence of proof of purchase date and number of amp hours (if applicable) to an authorized CLUB CAR dealer.

For warranty-related communication, contact Warranty Services, Club Car, 4125 Washington Rd., Evans, GA 30809, USA, 706.863.3000.

WARNING: Any modification or change to the vehicle that affects the electrical system, stability or handling of the vehicle, or increases maximum vehicle speed beyond factory specifications, could result in severe personal injury or death.



01/30/2026

CITY OF NEW HAVEN, CONNECTICUT
720 EDGEWOOD AVE
NEW HAVEN, CT 06515-2213

I have enclosed the Lease documentation for the equipment being supplied by CLUB CAR CONNECTICUT. After having the documents signed, please fax or email them back to me at 515-334-7897 or golf@dllgroup.com.

Please have an **Authorized Signor** (*CFO, COO, Mayor, Commissioner, Executive Director, Council President, City/County Manager, City/County Administrator*) sign and date the following:

- **Lease Agreement**
- **Exhibit A – Equipment Description**
- **Maintenance Agreement**
- **Property Tax Acknowledgment**
- **Authorization Agreement for Automatic Withdrawals (ACH) (OPTIONAL)**
- **Delivery and Acceptance Certificate**
 - May be completed via fax, if equipment has not been delivered at time of document signing
- **Agreement to Provide Physical Damage Insurance**
- **Sales Tax Exemption/Resale Certificate (and/or Tax Information Publication form for Florida lessees)**

If you have any questions, please feel free to contact me at 1-800-873-2474. Thank you for your business.

Sincerely,

MICHAEL PASTIRIK
Account Manager – Golf, Turf & Recreational Products

LEASE AGREEMENT (Golf Equipment – Municipal Entities)

Lessee's Budget Year Ends in the Month of:	Lease Agreement Number: FA-540829
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TO OUR VALUED CUSTOMER: This Lease Agreement (this "Lease") has been written in "Plain English." The words "You" and "Your" are used in this Lease to mean the Lessee identified below. The words "We," "Us" and "Our" are used in this Lease to mean the Lessor who is DLL Finance LLC, 8001 Birchwood Court, P.O. Box 2000, Johnston, IA 50131 and any of our affiliates, subsidiaries, successors and assigns.

LESSEE	Full Legal Name: CITY OF NEW HAVEN, CONNECTICUT			
	Mailing Address 720 EDGEWOOD AVE	City NEW HAVEN	State CT	Zip 06515-2213

SUPPLIER	Name:	CLUB CAR CONNECTICUT
	Address: Phone:	72 GRAYS BRIDGE RD, BROOKFIELD, CT 06804

TERM AND LEASE PAYMENT SCHEDULE

You agree to the following terms:

TERM

The Initial Term ("Term") shall be 48 months from the Commencement Date.

Commencing on: 05/01/2026 OR the 1st day of the month immediately following Borrower's signature on the Delivery and Acceptance Certificate and Lender's receipt thereof (the "Commencement Date").

PAYMENT

The aggregate sum due under this Lease includes lease payments and other amounts required to be paid under this Lease (each payment shall be referred to as a "Payment" and collectively as "the Payments") and shall be payable as follows:

The lease payment shall be as follows (the "Lease Payment"):

The first scheduled payment will be due on: 07/01/2026 OR the Commencement Date.

Each payment thereafter will be due:

on the 1st day of the month or as indicated below.

Number of Payments: 4	Payment Amount: \$118,512.00	Payment Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly; or On the following day(s) the twelve-month anniversary of the first payment due date and annually thereafter for the remainder of the Term
Use tax per Payment (estimated): 0.00	Total Payment Amount with Sales/ Use Taxes (estimated): \$118,512.00	
Security Deposit:		

TAXES

Sales/use tax has been estimated above to provide an approximation of the taxes and total Payment amount. The actual sales and use tax may vary and may be, depending on state law, collected at the time this Lease is entered into or added to each Payment on the terms of this Lease. **Property tax will be billed annually and is due on invoice.** If the use tax payment box above is empty or indicates \$0, we anticipate receiving a valid exemption certificate. If such certificate is not received, Sales or use tax may be billed to you and/or added to the Payments.

PAYMENTS. You agree to make all Payments due under this Lease to Us at P.O. Box 14535, Des Moines, IA 50306 or at such other address as We may designate from time to time. Your Payments shall constitute a current expense and do not constitute a mandatory payment obligation of You in any fiscal year beyond Your current fiscal year. Your obligations hereunder shall not be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by You, nor shall anything contained herein constitute a pledge of Your general credit, tax revenues, funds, or moneys.

INSURANCE & TAXES. You are required to provide and maintain insurance related to the Equipment (defined below) and other items described in this Lease and to pay any property, use, sales, excise, and other taxes related to this Lease or any Equipment and to pay all license and registration fees assessed against this Lease or any Equipment. You agree to furnish Us with satisfactory evidence of Your tax exemption.

DELINQUENT PAYMENTS AND RETURNED CHECK CHARGE. Each Payment past due more than 10 days shall be subject to a late charge accrued at a rate equal to 1.75% per month from the due date until paid or \$1, whichever is greater, but in no event shall any late charge exceed the maximum amount allowed by law. If any check or payment is returned or rejected for insufficient funds or any other reason, You shall pay to Us a fee of \$25.00 or such other amount established by Us from time to time not to exceed the maximum amount permitted under applicable law. In Our discretion, such amount shall be paid on demand or added to the next Payment and You agree to pay such increased Payment amount.

TERMS AND CONDITIONS

1. Lease. We agree to lease to You and you agree to lease from Us, the equipment listed on the Equipment Schedule attached hereto and incorporated herein by reference, including all replacement parts, repairs, additions and accessories (the "Equipment") on the terms and conditions of this Lease and all exhibits, schedules and amendments hereto.

2. Term. Provided this Lease has been accepted and executed by both parties, this Lease shall become effective upon the Commencement Date and shall remain effective for an original term (the "Original Term") ending at the end of Your budget year in effect on the Commencement Date and shall be continued by You for additional one-year terms (each, a "Renewal Term") coinciding with Your budget year up to the total number of months indicated above as the Full Lease Term; *provided, however,* that at the end of the Original Term and at the end of each Renewal Term, You shall be deemed to have

continued this Lease for the next Renewal Term unless You shall have terminated this Lease pursuant to Section 3. Payments under this Lease shall be due as set forth on the Payment Schedule until the balance of the Payments and any additional Payments or expenses chargeable to You are paid in full. Payment amounts and other amounts required to be paid under this Lease shall be referred to in this lease as "Payments." Unless otherwise indicated in the Payment schedule provided above, the first Payment under this Lease is due when this Lease is signed by You and the remaining Payments will be due on the first day of each subsequent month through the expiration of the Term. You agree to pay Us the amount of all search fees, filing fees and administration fees specified in this Lease at the time this Lease is executed and, in any event, upon demand by Us, and to reimburse Us for the amount of all search and filing fees incurred by Us in connection with this Lease upon demand by Us. EXCEPT AS PROVIDED IN SECTION

3. THIS LEASE IS NON-CANCELABLE AND YOUR OBLIGATION TO PAY IN FULL THE PAYMENTS AND ANY OTHER AMOUNT DUE HEREUNDER IS ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL AND IS NOT SUBJECT TO AND SHALL NOT BE AFFECTED BY ANY ABATEMENT, SET-OFF, DISPUTE, CLAIM, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST ANY SUPPLIER, DEALER, VENDOR OR MANUFACTURER OF THE EQUIPMENT OR ANY OTHER PARTY FOR ANY REASON WHATSOEVER, ALL OF WHICH YOU HEREBY EXPRESSLY WAIVE AS AGAINST US. YOU AGREE NOT TO ASSERT AGAINST US ANY CLAIMS OR DEFENSES YOU MAY HAVE WITH RESPECT TO ANY EQUIPMENT. In no case shall We be liable for any special, incidental or consequential damages based upon any legal theory, including, but not limited to, loss of profits, loss of use of the Equipment, the claims of third parties or damage to the Equipment.

3. Non-Appropriation of Funds. Notwithstanding anything to the contrary contained herein, You warrant that You have funds available to pay all Payments that are to be paid hereunder through the end of Your current appropriation period. If Your legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and You do not otherwise have funds available to lawfully pay the Payments (a "Non Appropriation Event"), You may, subject to the conditions herein and upon prior written notice to Us (the "Non-Appropriation Notice"), effective the later of (a) 60 days after such Non-Appropriation Notice, or (b) the end of Your then-current appropriation period (the "Non-Appropriation Date"), terminate this Lease and be released of Your obligation to make all Payments coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Section, You shall (a) provide with the Non-Appropriation Notice a sworn affidavit of a responsible official that a Non-Appropriation Event has occurred and that You have attempted to obtain funding, in good faith, from all available funding sources, but those efforts have failed to obtain funding for the Payments, (b) return the Equipment on or before the Non-Appropriation Date to Us or a location designated by Us, in the condition required by, and in accordance with the return provisions of, this Lease, at Your expense, and (c) pay Us all sums payable to Us under this Lease up to the Non-Appropriation Date. In the event of any Non-Appropriation Event, We shall retain all sums paid hereunder or under the Lease, including the security deposit, if any, specified in this Lease. Termination pursuant to this Section shall not constitute a Default under this Lease; provided that the Parties agree that this Section is not intended to permit You to terminate this Lease at will or for convenience.

4. Delivery and Acceptance; DISCLAIMER OF WARRANTIES. You agree to accept each item of Equipment in its as-is condition when delivered and, if requested by Us, to execute the Delivery and Acceptance Certificate supplied by Us as evidence thereof. **YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You also agree that neither the manufacturer nor the supplier of the Equipment is an agent of Ours. If the Equipment is covered by a manufacturer's warranty, such warranty shall be extended to You if automatically assignable. You agree that there shall be no abatement of any Payment obligation because of unavailability of the Equipment during periods of its warranted or non-warranted repair. You agree to hold Us harmless from specific performance of this Lease and from damages, if, for any reason, the supplier, manufacturer, vendor or any other party fails to deliver, or delays in delivery of, the Equipment so ordered or if the Equipment is unsatisfactory for any reason whatsoever. You agree that any delay in delivery of or defect in the Equipment shall not affect the validity of this Lease or the obligation to make Payments hereunder. Your execution of a Delivery and Acceptance Certificate in the form attached hereto shall conclusively establish that the Equipment covered thereby is acceptable to You for all purposes of this Lease.

5. Use, Maintenance and Return of Equipment. You agree that all Equipment is to be used for commercial purposes and that the Equipment will not be moved outside of the contiguous forty-eight states of the United States and to notify Us of each change in the place where the Equipment is located or used not more than twenty (20) days following each change in location. You further agree as follows: (a) to operate the Equipment in a careful manner; (b) to maintain the Equipment in good repair and repair any damage thereto; (c) restrict the Equipment's use to experienced and competent operators employed by You; (d) to use the Equipment only in the conduct of Your business; (e) properly house and store the Equipment when not in use; (f) not to rent or sub-lease the Equipment without Our prior written consent except as described in Section 17; (g) to not allow any lien, encumbrance or security interest (other than as created pursuant to this Lease, if any) attach to any Equipment; (h) to comply with all laws and regulations relating to the possession, operation and use of the Equipment; and (i) to pay all license and registration fees and all sales, use, excise, property and all other federal, state and local taxes assessable against this Lease and/or any Equipment, including without limitation, its use or operation and to reimburse Us, upon demand, as additional rent, the amount of any such taxes or costs paid by Us. Upon the expiration or termination of the Lease, You agree to make the Equipment available for pick up by Us at Your cost and expense and in the same condition as when delivered, ordinary wear and tear excepted, free of any lien, encumbrance or security interest claimed by any person. You will not in any event subject the Equipment to any abrasive, corrosive or abnormal working conditions or any environmentally hazardous substance (under any applicable federal, state or local law, rule or regulation) without Our prior written consent. You shall notify Us of any change in the state of Your location (as such term is defined in the Uniform Commercial Code) not more than twenty (20) days following each change. In addition to all other amounts payable hereunder, You hereby agree to pay to Us, upon demand, all charges for the late return of any Equipment, all charges incurred by Us to repair any excessive wear and tear to any Equipment (including but not limited to repair or replacement of engine, drive train, glass, metal work and trim, rips, tears, tires in an unsafe condition and any other unsafe or abnormal condition of the Equipment), plus an amount equal to the Rate Per Excess Hour multiplied by any units of use of any Equipment in excess of the Hours of Use During Lease Term shown on the Lease. You agree to be responsible for and to pay the entire cost of all necessary maintenance and repair of the Equipment. In maintaining and repairing any Equipment, You shall conform to the recommended practices and procedures of the manufacturer of the Equipment, and shall not, without Our approval, effect any modification or alteration of or to any Equipment. You shall comply with any mandatory or recommended product recalls issued by the manufacturer. All replacement parts and improvements incorporated into

DLL 4833-2 (05/15) For municipal golf leases in all states except AR

any Equipment shall become Our property. Should this Lease be terminated prior to the expiration of the Term, the applicable Hours of Use During Lease Term will be prorated by multiplying this unit total by the actual lease term in months divided by the Term in months and the Rate Per Excess Hour will apply to all units of use in excess of this prorated unit total. We may, at any reasonable time, access the premises where the Equipment is located so that We may inspect the Equipment's existence, location, installation, condition and/or maintenance.

6. Risk of Use, Damage and Destruction. You assume all risk arising from the possession and operation of the Equipment and agree to defend and indemnify Us and hold Us harmless from all claims, demands, damages and losses, including reasonable attorneys' fees and expenses, arising therefrom. In the event of the theft, destruction or other total loss with respect to any item of Equipment (each item of Equipment singularly referred to herein as the "machine") during the Term or any extension thereof, You shall provide Us prompt written notice. In the event of damage thereto from any cause which in Our judgment cannot be economically repaired, or in the event of the loss of the machine, its theft, or removal from Your possession by the operation of law or otherwise, then, but only with respect to that machine, this Lease shall terminate and You shall immediately pay to Us, only with respect to that machine, the sum of all past due and future Payments for the then-current Term and interest thereon, Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, plus the residual value associated with such machine, all as indicated in Our books and records. In the event the Lease covers two or more items of equipment, the Payment allocation shall be based on the pro-rata relationship of the Minimum Equipment Insurance Amount Required, as shown in this Lease, to the total Payments. The Payments due under this Lease on the remaining items of equipment following such termination shall be reduced by the unpaid balance of the Payments allocable to the lost piece of equipment as set forth above. The amount of any insurance proceeds received by Us because of such destruction or event, and the amount received by Us upon the disposition of the machine should it be recovered, shall be deducted (i) first, from the residual value of such machine as indicated in Our books and records (the "Residual Value"), and (ii) second, from the Payments, any excess amount over the Residual Value. In the event of damage to any machine, which damage in Our judgment can be economically repaired, then this Lease shall not be terminated with respect to the machine, but rather the machine shall be restored to its original condition by You, at Your expense. We shall apply the amount of any insurance proceeds received by Us because of such damage first to the repair of the machine and any excess amount of insurance proceeds shall be credited to the Payments.

7. Insurance. You shall purchase and maintain, at Your expense: (a) standard all risk type property damage insurance (covering theft, destruction and/or damage) for the Equipment's full replacement value and in no event less than the Minimum Equipment Insurance Amount Required (as indicated on the Equipment Schedule) with a maximum deductible equal to the greater of \$500.00 or five percent (5.0%) of the adjusted loss; (b) liability insurance in an amount of at least one million dollars (\$1,000,000) (five million dollars (\$5,000,000) if the Equipment or any single machine is deemed a "motor vehicle" under applicable law in the state where You are located) that protects You and Us against the risk of personal injury and physical damage (to property other than the Equipment itself) arising out of or resulting from or because of the operation of the Equipment; and (c) workers' compensation coverage as required by the laws of the state in which You are located. All insurance required herein must be in a form and from an insurer satisfactory to Us and You shall keep such insurance in effect during the Full Lease Term. Evidence of all such insurance shall be provided to Us and such insurance shall provide Us with 10 days advance notice of modification or cancellation and name Us as loss payee. If such insurance is modified, cancelled or allowed to lapse, We may (but shall not be obligated to) purchase or otherwise provide such insurance from an insurer of Our choice, which may be an affiliate of Ours. The costs, limits, terms, conditions and coverage of such replacement insurance, if any, may vary from any previous coverage. We may add the costs of acquiring and maintaining such insurance and Our fees for Our services in placing and maintaining such insurance (collectively "Insurance Charge") to the Payments and You agree to pay such amount, together with interest thereon at a rate per month of 1.75% from the date such insurance was purchased or provided by Us until paid. You agree that such Insurance Charge and additional amounts and the interest thereon shall, as specified by Us, either be paid on demand or be added to the Payments and You promise to pay the resulting increase in the Payments and agree that We may make a profit. We shall have no responsibility to You for the cost or appropriateness of the premium for any insurance, the creditworthiness of any insurance company, the rebate or refund of any insurance premium to which You may be entitled or any other matter relating to any insurance even if any insurance was provided through a group policy arranged by Us. Nothing in this Lease will create an insurance relationship of any type between Us and/or any person or party. **Insurance coverage for personal liability or physical damage caused to the property of others is not provided.**

8. UCC Filings; Article 2A Provisions; Finance Lease Status. We are the owner of and will hold title to the Equipment under this Lease. Although the Equipment may become attached to real estate, it is and will remain personal property and will not become a fixture. If this Lease is deemed to be a security agreement, You grant us a security interest in the Equipment, whether categorized as inventory, goods or otherwise, under the Uniform Commercial Code ("UCC"), as collateral to secure payment of all of Your present and future obligations owed to Us including without limitation, Your Payments and We shall be entitled to all rights of a secured party under the applicable UCC with respect thereto. You authorize Us to prepare and file against You a financing statement describing the Equipment. You hereby authorize, ratify and approve any financing statement covering Equipment filed by Us on or prior to the date hereof. The parties intend this Lease to be a true lease and the filing of a financing statement shall not be construed as evidence to the contrary. You agree Article 2A- Leases of the UCC applies to this Lease, and this Lease will be considered a "Finance Lease" as that term is defined in Article 2A. By signing this Lease, You acknowledge and agree that the Supplier identified in the Lease is the supplier (as that term is defined in Article 2A of the UCC) of the Equipment and that You Have been informed that You are entitled to the promises and warranties provided by the manufacturer, dealer, vendor or other person supplying the Equipment in connection with the contract by which We acquired the Equipment (the "Supply Contract") and that You may contact the manufacturer, supplier, dealer or vendor of the Equipment for a description of any rights or warranties that You may be entitled to under the Supply Contract. With respect to this Lease, TO THE

EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY UCC ARTICLE 2A, including without limitation, Section 2A-508 through 2A-522 of the UCC. You also represent that all trade-in property is free and clear of all security interests, liens and encumbrances.

9. Assignment / Sub-Lease. You may not assign this Lease or any of Your rights hereunder, nor may You sell, transfer, sublease, rent or lend any Equipment or permit it to be used by anyone other than Your employees without Our prior written consent except as described in section 18. We may assign this Lease without notice or consent and the assignee shall succeed to all of Our rights. Any such assignee shall have all of Our rights, remedies, powers and privileges under this Lease, but shall have none of Our obligations.

10. Default. Each of the following is a "Default" under this Lease: (a) You fail to pay any Payment or any other payment obligation when due under this Lease; (b) You do not perform any of Your other obligations under this Lease or in any other agreement with Us or with any of Our affiliates; (c) any representation or warranty made by You proves to be incorrect in any material respect when made; (d) You become insolvent, or are generally unable to pay Your debts when due, You dissolve or are dissolved, or You assign Your assets for the benefit of Your creditors, You seek appointment of a receiver, custodian or other similar official for You or for Your assets, or You commence or have commenced against You any action for relief under any bankruptcy, insolvency or reorganization laws; (e) You sell all or substantially all of Your assets or property; (f) You shall or shall attempt to abandon, remove, sell, encumber, rent or sublet any item of Equipment except as described in section 18; (g) You shall suffer a material adverse change in Your financial condition or operations; (h) You shall cause or suffer to exist any sale or transfer of any interest which would result in a change in majority ownership of You; (i) You shall amalgamate, merge or consolidate with another entity without Our consent; (j) any guarantor of Your obligations under this Lease dies, does not perform such guarantor's obligations under the guaranty, or becomes subject to one of the events listed in clause (d), (e), (f), (g), (h) or (i) above; or (k) any letter of credit required under this Lease is breached, canceled, accelerated, terminated or not renewed for any reason.

11. Remedies. In the event of a Default or an event which, with the passage of time, would constitute a Default hereunder, We may, at Our option: (a) cancel or terminate this Lease or any or all other agreements that We have entered into with You; (b) declare the entire unpaid balance of all Payments immediately due and payable without notice or demand and require You to immediately pay Us, as compensation for loss of Our bargain and not as a penalty, a sum equal to (i) all past due and future Payments and interest thereon for the then-current Term, (ii) Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, and (iii) the Residual Value of the Equipment; (c) require You to deliver the Equipment to Us; (d) peacefully repossess the Equipment without court order and You will not make any claims against Us or our agents for damages or trespass or any other reason; (e) appoint a receiver/manager; (f) charge You interest on all monies due to Us at the rate of 1.75% per month from the due date thereof until paid but in no event more than the maximum rate permitted by law; (g) advise any or all account parties and any of Your renters, lessees and borrowers of the Equipment to make all rental, lease and loan payments to Us and/or direct them to return the Equipment to Us upon the expiration of the rental, lease or loan term; and (h) exercise any other right or remedy available at law or in equity. **You agree to pay all of Our costs and expenses, including, without limitation, reasonable attorney's fees and expenses and collection agency fees and expenses, of enforcing Our rights against You, for the recovery or repossession of Equipment and in the collection of Your obligations to Us under this Lease.** If We take possession of any Equipment, We may sell, re-lease or otherwise dispose of it with or without notice, at a public or private sale, on Your premises or elsewhere and apply the net proceeds (after We have deducted all costs related to the sale or disposition of the Equipment) (i) first, to the Residual Value; (ii) second, to Payments, Taxes, fees and charges that would have become due in the course of the Full Lease Term; and (iii) to the amounts that You owe Us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that remain due after We have applied such net proceeds. If You fail to deliver the Equipment upon demand by Us or fail to return the Equipment in a timely manner, as determined by Us, upon the termination or expiration of this Lease or upon Default and We do not recover the Equipment, then You shall be additionally liable to Us for the fair market value of the Equipment at the time of termination or expiration of this Lease or at the time of Default, whichever is earlier. The remedies provided by this Lease in favor of Us shall not be deemed exclusive, but shall be cumulative and in addition to all other remedies in Our favor existing at law or equity or by statute or otherwise, and may be enforced concurrently or separately. No failure or delay on Our part in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Lease. A waiver of default shall not be a waiver of any other or subsequent default. Our recovery hereunder shall not exceed the maximum recovery permitted by law.

12. Renewal. Unless this Lease is earlier terminated pursuant to Section 3, You must give Us at least 60 (but not more than 180 unless waived by Us in Our sole discretion) days written notice before the end of the Full Lease Term that You will return the Equipment to Us. Until You give Us such written notice: **(a) the Lease will automatically renew on a month-to-month basis (each a "Renewal Month Term") until You provide Us 60 days prior written notice that You will return the Equipment to Us (in which case the Lease will renew for two additional Renewal Month Terms), each Renewal Month Term will commence immediately upon the expiration of the then current term and (b) the terms of the Lease, including without limitation the amount of the Payment, will continue to apply and (c) Your security deposit, if any, will continue to be held to secure Your performance during the Renewal Month Term.**

13. Indemnification. You are responsible for any losses, damages, penalties, claims, suits and actions, including, without limitation, court costs and attorney's fees and expenses, (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, operation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment or (c) this Lease (and any supplements and amendments hereof). To the maximum extent permitted by applicable law, You agree to reimburse Us for and, if We request, to defend Us against any Claims. This indemnification will continue even after the termination of this Lease or full payment of all obligations owed by You hereunder.

14. Representations, Warranties and Covenants. You represent, warrant and covenant as follows: (a) You are a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the state in which You are
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located; (b) You are authorized under the constitution and laws of said state to enter into this Lease and the transaction contemplated hereby and to perform all of Your obligations hereunder; (c) You have been duly authorized to execute and deliver this Lease by proper action and approval of Your governing body at a meeting duly called, regularly convened and attended throughout by requisite majority of the members thereof or by other appropriate official approval; (d) this Lease constitutes Your legal, valid and binding obligation enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (e) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a Default exists at the Commencement Date; (f) You have in accordance with the requirements of lawfully budgeted and appropriated sufficient funds for the current fiscal year to make the Payments scheduled to come due during the Original Term and to meet Your other obligations for the Original Term and such funds have not been extended for other purposes; (g) You will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as a corporate and body politic; (h) You have complied with such public bidding requirements as may be applicable to this Lease and Your acquisition of the Equipment hereunder; (i) there is no action suit, proceeding inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting You or this Lease, nor to the best of Your knowledge is there any basis therefore wherein an unfavorable decision ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Lease or materially adversely affect Your financial condition or properties; (j) You have obtained all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Lease or in connection with the performance of Your obligations hereunder; (k) the entering into and performance of this Lease or any other document or agreement contemplated hereby to which the You are or are to be a party will not violate any judgment, order, law or regulation applicable to You or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any of Your assets or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which You are a party or by which You or Your assets may be bound, except as herein provided; (l) the Equipment described in this Lease is essential to Your function or to the services You provide to Your citizens, You have an immediate need for, and expect to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future and the Equipment will be used by You only for the purpose of performing one or more of Your governmental or proprietary functions consistent with the permissible scope of Your authority and will not be used in the trade or business of any other entity or person; (m) You have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement. Your representations, warranties and covenants shall survive beyond the Full Lease Term and the termination of this Lease.

15. Choice of Law and Jurisdiction; Waiver of Jury Trial. The law of the state of Your address shown on the front page hereof shall govern all matters relating to this Lease. This Lease shall not be enforceable by You until signed by Us in our Johnston, Iowa offices. **To the extent permitted by applicable law, You also waive Your right to a trial by jury.**

16. Waivers. You acknowledge receipt of an executed copy of this Lease. Where permitted by law, You waive Your right to receive a copy of any financing statement, financing change statement, verification statement or other similar instrument filed or issued at any time in respect of this Lease or any amendment hereof. To the extent permitted by law, You, being fully aware of the rights and benefits afforded to You by statute, hereby waive the benefits of all provisions of any applicable statute, including, without limitation, any statute relating to leases, conditional sales, or regulatory credit, and of any regulations made thereunder in any and all states of the United States, which would, in any manner, affect, restrict or limit Our rights hereunder. You also waive and assign to Us the right of any statutory exemption from execution or otherwise and further waive any rights to demand security for costs in the event of litigation.

17. TAX TREATMENTS AND INDEMNIFICATION. Unless otherwise provided, this Lease is entered into on the assumption that We are the owner of the Equipment for income tax purposes and are entitled to certain federal and state tax benefits available to an owner of the equipment (collectively "Tax Benefits"), including without limitation, accelerated cost recovery deductions and deductions for interest incurred by the Lessor to finance the purchase of the Equipment, available under the Internal Revenue Code of 1986, as amended (the "Code"). You represent, warrant, and covenant to Us that (a) the Equipment will be used for a governmental or proprietary purpose; (b) You are a tax-exempt entity (as defined in Section 168(h) of the Code); (c) You will use all Equipment solely within the United States; and (d) You will take no position inconsistent with the assumption that We are the owner of the Equipment for any tax purposes. You and Us contemplate that the Equipment will be exempt from all Taxes. If, however, because of any of Your acts or omissions or any party acting through You, or the breach or inaccuracy of any representation, warranty or covenant made by You, We reasonably determine that we cannot claim, are not allowed to claim, or that we may lose or must recapture any or all of the Tax Benefits otherwise available with respect to the Equipment subject to any Lease (a "Tax Loss"), then You will, promptly upon demand, pay to Us an amount sufficient to provide Us the same after-tax rate of return and aggregate after-tax cash flow through the end of the term of such Lease then in effect that We would have realized but for such Tax Loss.

You will be responsible for as and when due and shall indemnify and hold Us harmless from and against all present and future taxes and other governmental charges, including, without limitation, those for sales, use, leasing and stamp taxes, license and registration fees, and amounts in lieu of such taxes and charges plus any penalties or interest on any of the above, (all of the foregoing are collectively the "Taxes"), imposed, levied upon, assessed in connection with, or as a result of the purchase, ownership, delivery, leasing, possession or use of the Equipment, or based upon or measured by the Payments or receipts with respect to this Lease. If You do not pay any of the Taxes, We have the right, but not the obligation, to pay them on Your behalf. You will not, however, be obligated to pay any taxes on or measured by Our net income. You authorize Us to add to the amount of each Payment any Taxes that may be imposed on or measured by such Payment. We do not have to contest any Taxes, fines or penalties. We will file all personal property,

use or other Tax returns as required by law under this Lease. In such case, You will pay to Us on demand, as an additional Payment, the amount of the personal property tax We are required to pay. You agree to reimburse Us with the next Payment for any Taxes We pay, plus a fee to Us for collecting and administering any Taxes and remitting them to the appropriate authorities on which we may make a profit and interest thereon at the highest legal rate allowed, from the date due until fully paid. If You do not pay this reimbursement with the next Payment You agree to pay Us interest on those amounts at the highest legal rate allowed from the due date until paid in full. **We make no recommendation, representation or warranty as to the treatment of this Lease for tax or accounting purposes.** You acknowledge that You have consulted with Your tax and accounting advisors concerning the appropriate tax and accounting treatment of this Lease and have not relied on advice from Us; and You hold Us harmless for any adverse consequences resulting from Your tax and accounting treatment of this Lease.

18. Golf Cars. If the Equipment includes golf cars, with respect to the golf cars only, notwithstanding the limitations in Section 5, 9 and 10 You may rent the golf cars on a daily or per-round basis to Your patrons, in the ordinary course of Your business. To the extent You complete an exemption certificate relative to personal property taxes on the golf cars, You agree to indemnify Us from and against any Claims related to the failure to pay personal property taxes based on such representation and You agree that you are responsible for remitting any and all required sales, use or other tax required as a result of the rental of the golf cars to patrons.

19. Financial and Credit Information; Communication Methods. You authorize Us to obtain credit bureau reports and make other credit inquiries that We determine are necessary and agree that without further notice We may use or request additional credit bureau reports to update Our information so long as You have any outstanding indebtedness or obligations owed to Us. You further agree to provide Us, promptly after request therefor by Us, such income statements, balance sheets and other financial statements and information and such federal and state income tax returns concerning You that We determine are necessary. Providing Your email address and/or telephone number in Your credit application or otherwise is Your acknowledgment that We may retain Your email address and/or telephone number for further communication with You. You agree to allow Us to conduct business with You using email or by calling You, regardless of the purpose of Our communication, which may include, without limitation, collections and notices under Your agreements with Us. We reserve the right to use the method of communication We deem best in interacting with You.

20. Facsimile. This Lease may be executed by a party and transmitted by facsimile or electronic mail. You agree that a copy of this Lease bearing Your signature which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. You further agree not to object to the admissibility of such copy into evidence under the business records to the hearsay rule or the best evidence rule or otherwise and expressly waive any right to do so. The original or a facsimile or electronic copy of this Lease which bears both a signature of Us and You and Our original signature shall be deemed the execution original of this Lease for the purposes of taking possession of this Lease for all other purposes.

21. Miscellaneous. You agree the terms and conditions contained in this Lease constitute the final agreement between You and Us and is the exclusive expression of our agreement regarding the lease of the Equipment. All earlier and contemporaneous negotiations and agreements between You and Us on the matters contained herein are expressly merged into and superseded by this Lease. Any modification or addition to the

terms of this Lease must be in a written agreement identified as an amendment and signed by Us. **You agree, however, We are authorized, without notice to You, to insert in this Lease and/or the Equipment Schedule any serial number, model numbers and/or make of any item of Equipment, correct any errors in such information reflected in this Lease and/or the Equipment Schedule and correct any other patent errors or omissions in the description of any item of Equipment reflected in the Equipment Schedule, to supply information missing from this Lease or the Equipment Schedule and to correct any obvious errors in this Lease or in the Equipment Schedule.** Without limiting the foregoing, You agree we may insert the date and Number of this Lease after Your execution of the Lease. If We delay or fail to enforce any of Our rights under this Lease, We will still be entitled to enforce those rights at a later time and such rights shall not be waived. Any waiver by Us of any breach or default will not constitute a waiver by Us of any additional or subsequent breach of default nor shall it be a waiver of any of Our rights. Any waiver of a remedy, term or condition or change to the terms and conditions of this Lease must be in writing and signed by Us. All notices shall be given in writing by the party sending the notice and shall be effective when (a) deposited in the U.S. mail, with first class postage prepaid, or (b) sent by overnight courier of national reputation, in either case, addressed to the party receiving the notice at the address shown on the front of this Lease (or to any other address specified by that party in writing). All of Our rights and indemnities will survive the termination of this Lease. Our rights, privileges and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing during the Term of this Lease, shall survive and be enforceable by Us and Our successors and assignees. Payments received may be applied at Our discretion to obligations hereunder or to any other indebtedness owed by You to Us despite directions, if any, appearing on the remittance or communicated to Us otherwise, and to late charges first and then to the amount owing. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in inverse order of maturity, and any remaining excess will be refunded to You. If You do not perform any or all of Your obligations under this Lease, We have the right, but not the obligation, to take any action or pay any amounts We believe are necessary to protect Our interest. You agree to reimburse Us immediately upon Our demand for any such amounts We pay. In the event any provision of this Lease shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the parties hereto agree such provision shall be ineffective and the remaining provisions of this Lease shall remain in full force if the essential provisions of this Lease for each party remain valid, legal, and enforceable. Any provision of this Lease which is, for any reason, unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. This Lease and Equipment Schedule shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You shall promptly execute and deliver to Us such further documents and take such further action as We may request to more effectively carry out the intent and purpose of this Lease and the Equipment Schedule. Words importing the singular include the plural and vice versa and words importing gender include all genders. If more than one lessee has signed this Lease, each of You agree Your liability is joint and several. Restrictive or similar endorsements contained on or provided in connection with any Payment You make shall not be binding on Us. Time is of the essence under this Lease.

BY SIGNING THIS AGREEMENT: (I) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF THIS AGREEMENT (II) YOU AGREE THAT THIS IS A NET LEASE, THAT YOU CANNOT TERMINATE OR CANCEL, THAT YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE ANY SUCH PAYMENTS FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, FUNDAMENTAL BREACH, (III) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO, (IV) YOU CONFIRM THAT YOU HAVE DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL PURCHASE PRICE AND (V) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF YOUR ADDRESS ON THE FRONT PAGE HEREOF AND YOU EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the date set forth on the first page of this Lease.

LESSEE SIGNATURE	CITY OF NEW HAVEN, CONNECTICUT			LESSOR SIGNATURE	DLL Finance LLC, At: 8001 Birchwood Court, Johnston, IA 50131	
	Lessee					
	Authorized Signature				Authorized Signature	
	Print Name	Title	Date		Print Name & Title Date	



Equipment Schedule

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour
	NEW	CLUB CAR TEMPOG GAS GOLF CAR (QTY 80)		\$577,780.00	N.A	N.A	N. A

Note: Although the Equipment listed above may be described as "New", that description does not mean it was necessarily manufactured in the current year.

I have reviewed and acknowledge and agree that the Equipment description above is accurate and complete.

LESSEE SIGNATURE	CITY OF NEW HAVEN, CONNECTICUT		
	Lessee 		
	Authorized Signature 		
	Print Name	Title	Date

Delivery and Acceptance Certificate

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour
	NEW	CLUB CAR TEMPOG GAS GOLF CAR (QTY 80)		\$577,780.00	N.A	N.A	N. A

The undersigned hereby certifies that Lessee has leased all items described in (the "Equipment") pursuant to the Lease Agreement between DLL Finance LLC ("Lessor") and the Lessee identified below and in the Lease Agreement No. FA-540829 (the "Lease") and further certifies that:

- (i) the Equipment has been delivered to and has been received by Lessee;
- (ii) all installation or other work necessary prior to the use thereof has been completed;
- (iii) all Equipment has been examined by Lessee, is in good operating order and condition, and is in all respects satisfactory to Lessee;
- (iv) the Equipment is accepted by Lessee for all purposes under the Lease Agreement and the Lease.

LESSEE SIGNATURE	CITY OF NEW HAVEN, CONNECTICUT		
	Lessee 		
	Authorized Signature 		
	Print Name	Title	Date

Maintenance Agreement (Golf Cars)

Lease Case ID: FA-540829	Lessor: DLL Finance LLC
Lessee: CITY OF NEW HAVEN, CONNECTICUT	
Date: 1/30/2026	

This Maintenance Agreement (the "Agreement") relates to all Equipment, as defined in the Lease agreement between Lessee and DLL Finance LLC as further identified above (the "Lease Agreement") and each Lease entered into pursuant to the Lease Agreement. All capitalized terms shall have the meanings ascribed to them in the Lease Agreement. Lessee agrees as follows with respect to each item of Equipment which is required to be returned:

1. **RETURN OF EQUIPMENT.** Notwithstanding anything to the contrary contained in the Lease Agreement and/or the Lease and in addition to the terms and conditions contained therein and herein, Lessee shall, at Lessee's sole cost and expense, return all, but not less than all, of the Equipment described in each Lease to Lessor, or its designee immediately upon the expiration of the Term of the Lease pursuant to the terms and conditions contained in the Lease and with respect to each item of Equipment, as applicable, the following must be true:

- (A) All safety equipment must be in place and meet applicable federal, state and other governmental standards.
- (B) All windscreens, covers and guards must be in place with no sheet metal, plastic, or cowling damage.
- (C) All parts, pieces, components and optional equipment must be present, installed and operational. All accessories that accompanied the units and/or were subject to the Lease, including without limitation battery chargers, GPS equipment, diagnostic and tuning equipment shall be returned in proper order. Upon request of Lessor, all maintenance records and manuals related to the Equipment shall be provided by Lessee to Lessor.
- (D) All motors shall operate smoothly without overheating and shall have good bearings and bushings.
- (E) All electronic controls shall operate per manufacturer's specifications. Controls which bypass normal operations shall be repaired at Lessee's expense.
- (F) All electrical systems shall be able to provide electrical output as specified by the manufacturer.
- (G) All batteries shall be in good, safe operating condition with no dead cells or cracked cases. Batteries should hold a charge and provide adequate power to operate the equipment.
- (H) All Equipment shall have serviceable brakes and tires (retaining proper air pressure, and without repair patches) and the wheels shall not be dented and/or bent.
- (I) All oil and grease seals must contain lubrication in the manufacturers designed reservoir.
- (J) All Equipment must have a relatively clean appearance.
- (K) All Equipment shall be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance as detailed in customer operating/maintenance manual furnished with each item of equipment.
- (L) All Equipment shall be free from structural damages and/or bent frames.
- (M) All Equipment attachments, if any, must be in good condition.

2. **RETURN PERFORMANCE.** Each item of Equipment must be able to complete the following tests:

- (A) Operate normally in forward and reverse directions through all the speed ranges or gears.
- (B) Steer normally both right and left in both forward and reverse.
- (C) Have all functions and controls work in normal manner.
- (D) Be able to stop with its service brakes in a safe distance in both forward and reverse.
- (E) Operates without leaking any fluids.
- (F) Perform its designed functions in a satisfactory manner.

Notwithstanding the above, if the total cost of the repairs for all items of Equipment subject to a Lease is less than \$100, Lessor will not bill Lessee.

3. **REPAIRS / REQUIRED PURCHASE.** If, in the Lessor's sole judgment, any item of Equipment is damaged or does not meet the standards set forth above, or if Lessee fails to discharge its obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, at Lessor's election, (a) the amount which Lessor determines will be necessary to return the Equipment to its required condition and/or to replace missing, damaged or non-performing items or equipment, or (b) Payments due and to become due under the terms of the Lease, Taxes, fees and charges due and to become due under the terms of the Lease, plus the residual value as indicated in Lessor's books and records associated with such item of Equipment.

4. **MISCELLANEOUS.** Lessee agrees that a copy of this Agreement bearing a signature of Lessee which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document.

LESSEE	Lessee's Name: CITY OF NEW HAVEN, CONNECTICUT		LESSOR	Accepted by DLL Finance LLC in Johnston, Iowa	
	Signature			Signature	
	Print Name	Title		Print Name	Title

**DLL FINANCE LLC
CUSTOMER AGREEMENT TO PROVIDE PHYSICAL DAMAGE INSURANCE**

Date: 05/01/2026

Customer's Name CITY OF NEW HAVEN, CONNECTICUT
Address 200 ORANGE ST City NEW HAVEN State CT ZIP 06510-2016
RE: Agreement dated 05/01/2026 with DLL FINANCE LLC
as Assignee, Lender, or Lessor (the "Lender").

I have entered into the above agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the actual cash value of the equipment listed in the Agreement set forth above, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc. The minimum amount of coverage required by Lender is \$577,780.00.

Make	Model	EQUIPMENT Description	Serial Number
CLUB CAR	TEMPOG	GAS GOLF CAR (QTY 80)	

I affirm that I will be providing my own physical damage insurance coverage through the BELOW LISTED INSURANCE AGENT.
TO DEBTOR'S INSURANCE AGENT

I hereby instruct you to add DLL FINANCE LLC as a payee through a Lender's Loss Payable Clause or similar clause which provides that any acts of the Customer will not void the policy as to the Loss Payee.

To my existing policy number _____ with _____
which now provides the coverage required.

Lender must be given written notice within 30 days of any cancellation or non-renewal. It is also understood and agreed that a breach of the insuring conditions by the customer, or any other person, shall not invalidate the insurance to Lender.

PLEASE FORWARD A COPY OF THE POLICY, ENDORSEMENT, OR CERTIFICATE EVIDENCING COVERAGE TO DLL FINANCE LLC via email at DSMinsurance@DLLgroup.com OR call (800) 863 3660.

PLEASE ATTACH A COPY OF THIS NOTICE TO THE PROOF OF INSURANCE.

ACKNOWLEDGEMENT OF CUSTOMER: I acknowledge that copies of this document sent to Lender are for informational purposes only. I am responsible for notifying my agent of my obligation to obtain physical damage insurance.

I understand I am responsible for insurance coverage for personal liability or property damage caused to others.

PLEASE BE SURE TO COMPLETE THE INFORMATION BELOW

 _____  _____
Insurance Agency/Agent's Name Agent's E-Mail Address

 _____  _____  _____
Mailing Address / PO Box Agent's Phone Number Agent's Fax Number

 _____  _____  _____
City State Zip Code

**Maintenance Payments Agreement
(Lessee Agreement)**

MAINTENANCE PAYMENTS AGREEMENT

This Maintenance Payments Agreement (this "Agreement") is made January 30, 2026, by and between CITY OF NEW HAVEN, CONNECTICUT ("Lessee") and DLL Finance LLC ("DLL").

STATEMENT OF PURPOSE

Lessee is a party to that certain Lease Agreement Case ID FA-540829 (the "Lease") with DLL Finance LLC as Lessor or Lessor's assignee. Pursuant to the Lease, it is Lessee's obligation to maintain the Equipment leased thereunder, and Lessee has entered into an agreement dated _____ (the "Maintenance Agreement") with Club Car, LLC ("Provider") to perform such maintenance for Lessee. Lessee and Provider have agreed to include the monthly cost of such maintenance (the "Monthly Maintenance Payment") in the Lease Payment to be paid by Lessee to DLL under the Lease along with the other amounts due under the Lease to DLL, which DLL will subsequently pay to Provider pursuant to an agreement between DLL and Provider (the "Provider Agreement").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, DLL and Lessee agree as follows:

1. Lessee agrees to pay to DLL all of the Monthly Maintenance Payments due under the Maintenance Agreement concurrent with the Lease Payments and other amounts due by Lessee (Lease payment, taxes, late charges, etc.) under the Lease and pursuant to the terms of the Lease. DLL agrees to pay the Monthly Maintenance Payments actually received from Lessee to Provider pursuant to the terms of the Provider Agreement. Notwithstanding the foregoing, DLL may set off and/or deduct any and all amounts owed to DLL under the Lease from the Monthly Maintenance Payments received from Lessee before making any payments to Provider. DLL's only obligation under this Agreement is to pass on to Provider the Monthly Maintenance Payment or a part thereof actually received from the Lessee, if any, after deduction of all amounts owed by Lessee to DLL under the Lease, Lessee remains liable to Provider under the Maintenance Agreement for any deficiency between the amount paid by DLL to Provider and the Monthly Maintenance Payment. **NOTWITHSTANDING THE FOREGOING, LESSEE AGREES THAT DLL SHALL HAVE ABSOLUTELY NO LIABILITY WHATSOEVER WITH RESPECT TO ANY OF THE FOREGOING MAINTENANCE OBLIGATIONS, AND LESSEE WAIVES AND AGREES NOT TO ASSERT AGAINST DLL ANY CLAIM, DEFENSE OR RIGHT TO SET OFF RELATING TO SUCH MAINTENANCE OBLIGATIONS.**

2. Any breach by Lessee of the terms of this Agreement shall constitute a default under the Lease. Nothing in this Agreement shall affect Lessee's obligations under the Lease.

3. All capitalized terms used herein but not otherwise defined herein shall have the definitions prescribed for such terms in the Lease. Except as specifically set forth herein, the terms and conditions of the Lease remain in full force and effect. This Agreement shall commence as of the date hereof and continue in full force and effect during the term of the Lease. Lessee agrees that a copy of this Agreement bearing a signature of Lessee which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. This Agreement may be executed in counterparts, including facsimile counterparts, each of which will constitute an original, but which collectively will form one and the same instrument.

LESSEE	CITY OF NEW HAVEN, CONNECTICUT	LESSOR	DLL Finance LLC At: 8001 Birchwood Court, Johnston, IA 50131
	Signature		Signature
	Print Name Title Date		Print Name Title Date

**LEASE AGREEMENT
SUPPLEMENT – OPINION OF COUNSEL**

Name of Lessee:	CITY OF NEW HAVEN, CONNECTICUT	(the “Lessee”)
Lease Agreement Number:	FA-540829	(the “Agreement”)

In order to induce DLL Finance LLC (“Lessor”) to enter into the Agreement pursuant to which the Equipment will be financed or leased to Lessee, the undersign represents the following:

As legal counsel of Lessee, I have examined (a) the Agreement and the corresponding documentation, which, among other things, provide for the financing or lease of the Equipment to Lessee; (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement; and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions: (a) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of CT, and has substantial amount of one or more of the following sovereign powers (1) the power of eminent domain, and (2) police power; (b) Lessee has the requisite power and authority to purchase or lease the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement; (c) the representative(s) of Lessee executing the Agreement has been duly authorized to do so; (d) the Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms; (e) the authorization, approval and execution of the Agreement and all other documentation relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all applicable state and federal laws; (f) if applicable, a contract was properly awarded to the Supplier and there is no pending or threatened protest of such award or Lessee’s compliance with public bidding laws; and (g) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

All capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Payments are entitled to rely on this opinion.

Dated this _____ day of _____, 2026.

Sincerely,

Print Name: _____

Admitted to Practice Law in the State

Address: _____

Telephone: _____

**LEASE AGREEMENT SUPPLEMENT –
PROPERTY TAX ACKNOWLEDGEMENT**

Name of Lessee:	CITY OF NEW HAVEN, CONNECTICUT (the “ Lessee ”)
Date of Lease Agreement:	1/30/2026 (the “ Lease ”)

In order to induce DLL Finance LLC (“Lessor”) to enter into the Lease pursuant to which the Equipment will be leased to Lessee, the undersigned represents the following:

- The Lessee acknowledges and understands that Lessor will file all personal property tax returns and Lessee shall reimburse Lessor for property taxes related to the Equipment.
- Property taxes will be billed annually to Lessee and are due on invoice. Lessee acknowledges that property taxes may be billed to Lessee after the Term of the Lease.
- If Lessee does not pay property taxes, Lessor has the right, but not the obligation, to pay them on Lessee’s behalf and add to the amount of such taxes to the Lease Payments.

All capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement. Lessee agrees that Lessor’s emphasis of the provisions of the Agreement contained herein are for the convenience of the Lessee and shall not minimize or waive any remaining provisions of the Agreement, all of which remain in full force and effect. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Payments are entitled to rely on this acknowledgement. Lessee’s facsimile signature shall be considered binding as an original.

Dated this _____ day of _____, 2026.

LESSEE SIGNATURE	CITY OF NEW HAVEN, CONNECTICUT
	Lessee
	Authorized Signature 
	Print Name Title Date



MASTER AGREEMENT #091024
CATEGORY: Utility, Transport, Golf, and Recreation Vehicles with Related
Accessories, Equipment and Services
SUPPLIER: Club Car LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Club Car LLC, 4125 Washington Road, Evans, GA 30809 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 13,2028, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP# 091024 to Participating Entities. In Scope solutions include:
 - a) Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles , golf carts, low-speed vehicles (LSV);
 - b) Parking enforcement, patrol and EMS solutions;
 - c) Passenger shuttles, burden carriers, tow tractors, baggage trucks;
 - d) Side-by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles;
 - e) Food and beverage solutions, athletic and campus-use vehicles.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly form Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
- c) **Use; Quality Control.**
- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier’s commercial general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

**Article 3:
Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.

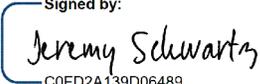
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

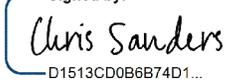
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Club Car LLC

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 12/3/2024 | 3:05 PM CST

Signed by:

 By: D1513CD0B6B74D1...
 Chris Sanders
 Title: Director Strategic Accounts
 Date: 12/3/2024 | 2:59 PM CST

RFP 091024 - Utility, Transport, Golf, and Recreation Vehicles

Vendor Details

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

Submission Details

Created On: Tuesday July 30, 2024 14:07:53
Submitted On: Monday September 09, 2024 15:29:30
Submitted By: David Peterson
Email: david.peterson@clubcar.com
Transaction #: 0e6291be-f91d-4dc4-92eb-b4f224e29674
Submitter's IP Address: 99.179.191.163

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Club Car LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	07959 / D7ZUSGET8G31
5	Provide your NAICS code applicable to Solutions proposed.	336999 - All Other Transportation Equipment Manufacturing 336110 - Automobile And Light Duty Motor Vehicle Manufacturing 441210 - Recreational Vehicle Dealers
6	Proposer Physical Address:	4125 Washington Road Evans, GA 30809
7	Proposer website address (or addresses):	www.clubcar.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Chris Sanders Director, Strategic Accounts 4125 Washington Road Evans, GA 30809 (843) 446-4653 chris_r_sanders@clubcar.com
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	David Peterson, Strategic Account Manager 4125 Washington Road Evans, GA 30809 706-421-7875
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Club Car had a humble beginning in 1958 in Augusta Georgia as a golf car manufacturer. For over 60 years we have been the industry-leading developer of innovation and design, in golf cars, commercial utility vehicles and personal-use transportation. As the global leader of electric vehicles every detail of design, fabrication and assembly is executed with an uncompromised desire for superior performance.</p> <p>Club Car had a humble beginning in 1958 in Augusta Georgia as a golf car manufacturer. For over 60 years we have been the industry-leading developer of innovation and design, in golf cars, commercial utility vehicles and personal-use transportation. As the global leader of electric vehicles every detail of design, fabrication and assembly is executed with an uncompromised desire for superior performance.</p> <p>Club Car's Mission is to drive exceptional experiences - one job, one round and one ride at a time.</p> <p>Club Car's Vision- Moving the world to a more sustainable future by building low speed vehicles.</p> <p>As a global leader in "Small Task Oriented Vehicles" we have demonstrated an unparalleled ability to deliver on projects of the scope and design of this RFP. We do so by detailing a comprehensive road map that merges transportation strategy, safety, and total cost of ownership through sustainable practices. The foundation of our roadmap lies within three pillars we focus on daily; expertise, a focused distribution channel (selling agents), with dedicated areas of responsibility; and products with proven track records far exceeding expectations.</p>	*
12	What are your company's expectations in the event of an award?	<p>Our expectations for the contract is to align Sourcewell members with Club Car to further strengthen our relationships with governmental agencies by having them leverage our value-based contract resulting in a mutually beneficial partnership. We want to achieve continued growth within our government business sectors and the potential of being recognized as the preferred supplier of golf cars and small task orientated utility vehicle solutions for Sourcewell and its members.</p> <p>We are seeking a partnership focused on providing value to a diverse group of participating entities. We also expect Sourcewell to assist Club Car with encouraging States around the country to adopt our Sourcewell contract as the State's Contract for our type of products.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Club Car, LLC (the Company), the global leader in golf and utility vehicles, is privately held and wholly owned by Platinum Equity. Founded in 1958, the Company has continued to grow and strengthen its position through its global dealer network.</p> <p>As a company, Club Car, LLC boasted global sales between \$1B - \$2B for the fiscal year ended December 31, 2023. Which was supported by double digit growth for the 5th consecutive year. The Company offers a wide range of high-quality products through its portfolio of sought-after brands, Club Car, Garia and Melex.</p> <p>Our DUNS number is 08-860-5787.</p>	*
14	What is your US market share for the solutions that you are proposing?	Club Car considers its market share data to be proprietary information.	*
15	What is your Canadian market share for the solutions that you are proposing?	Club Car considers its market share data to be proprietary information.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Club Car has not petition for bankruptcy within the past seven years.	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Club Car is the manufacturer of small task orientated vehicles.</p> <p>· Club Car believes in a consultative sales approach with customers utilizing our Authorized Dealer Network (resellers) for execution. Our strategy is for the Dealer network (independently owned selling agents) to work with the public entity to identify customer needs and to develop solutions to solve problems and increase efficiencies. Through this consultative approach, the public entity purchases the product and or service from the local Authorized Club Car Dealer (reseller) or in certain circumstances direct from Club Car. Vehicles will ship from Manufacturing Plant in Evans, GA to local Authorized Club Car dealer (reseller) network for prepping/setup and final delivery. *</p> <p>· All service will be performed by local independently owned Authorized Club Car Dealer (selling agent)</p> <p>· By utilizing our extensive independently owned Authorized Dealer Network (resellers) we are able to provide top quality service at a competitive cost.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Club Car maintains state manufacturing licenses required for manufacturing of Club Car products. In addition, Club Car maintains all business licenses required by applicable jurisdictions. Club Car does not utilize subcontractors or 3rd parties in the manufacturing or production of its products contemplated by this RFP.</p> <p>Club Car distributors and dealers also have the proper licenses and registrations to conduct business in the states/provinces in which they operate.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Club Car has not been under any suspension or disbarment within the past seven years.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Golf.com – Best Electric Golf Cart 2023 - Onward Golf Digest – 2021 Best Riding Golf Cart – Tempo Lithium-Ion Electrek – 2023 Best street Legal LSV – CRU Electrek – 2024- Best Electric Pick Up Forbes 2024 – Garia/ Club Car Onward – Best Luxury Golf Cars Golf Cart Resource 2024 – Best Golf Car - Tempo Club Car was awarded two of Golf Digest's 2019 Editor's Choice Awards for Best Electric Car and Best Club Transport – Alternative Walking. Club Car's Tempo LI-ION cars and Tempo Walk, a stylish hands-free autonomous golf caddie unit have earned best in class status when it comes to getting around the golf course. The 2019 Editor's Choice designation marks the fourth year in a row a Club Car product received Golf Digest's annual award. Club Car was awarded the 2018 Editor's Choice Award for Best Electric Golf Car for the Tempo Connect with the Shark Experience.</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>As a privately owned company, the detailed sales information you are requesting is considered confidential.</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>As a privately owned company, the detailed sales information you are requesting is considered confidential.</p>	*
23	<p>List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<p>Club Car held the following State Contracts: AR, GA, LA, NC, & SC</p> <p>Club Car Distributors/Dealers held the following State Contracts: FL, IA, MA, ME, MN, MS, NV, OK, TN, TXMASS, UT, & WA</p> <p>Cooperative Contracts: Sourcwell/CANOE, OMNIA Partners, GovM/MT, E&I Cooperative Services & Kinetic GPO</p> <p>As a privately owned company, the detailed sales information you are requesting is considered confidential.</p>	*
24	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>Club Car does not hold a GSA contract. We partner with a 3rd party to list our vehicles on their contract. Sales volume for the last 3 years is confidential. Club Car does hold the AFNAF Contract and sales volume for the last 3 years is considered confidential.</p>	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
University of Texas Arlington	Michael Bell	817-272-2334	*
University of Central Florida	Victor Santos	689-312-7804	*
Cape Fear Public Utility Authority	Brandi Snead	910-332-6573	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	<p>Club Car has approximately 84 Sales employees in North America. They are spread out across United States and Canada, based on size and scope of territory.</p> <p>Club Car Corporate office: Georgia: 4124 Washington Road Evans GA, 30809 800-258-2227</p> <p>Club Car US Branches 1203 Hall Ave Riverside, CA 92509 Tel: (951) 735-4675 Fax: (951) 735-7358</p> <p>Connecticut: 72 Grays Bridge Road Brookfield, CT 06804 Tel: (203) 740-7044 Fax: (203)740-2311</p> <p>Texas: 4840 Mark IV Parkway Fort Worth, Texas 76106 Tel: (817) 378-8157 Fax: (817) 378-8370</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Dealer Network (Selling Agents): The backbone of our organization's roadmap relies on one of our greatest strengths. We have the strongest dealer channel in the small task-oriented vehicle industry. We have a premier group of dealers that have direct areas of responsibility, meaning that they are contractually obligated to sell and service in an "Area of Responsibility" (AOR). Each of these dealers are managed by our Club Car Regional Managers and all have "outside" sales representation as opposed to being retail only outlets, which is more common in the small wheel vehicle industry. Standard work for these dealer reps to call on all institutions of higher learning and public agencies within their AOR to listen to stakeholder's individual needs, and to recommend solutions. Our Club Car Regional Managers monitor the dealer's success based on the principles of premier service and continued development and support of their assigned territory. These assessments are constant and continuous, allowing us to work directly with dealers to share best practices, ensure quality service and to deliver superior solutions to our end users. Club Cars' expansive independently owned Authorized Dealer Network (selling agents) with locations throughout North America gives our customers the quick reliable service they deserve. Our Dealer technicians are factory trained and most locations have excellent parts stock on hand to better service our customers. See attached "Club Car Authorized Commercial Dealers - Sourcwell" PDF document for listing of our dealer network for US and Canada.</p>	*
28	Service force.	<p>Service will be available through our Club Cars expansive independently owned Authorized Dealer Network (selling agents) with locations throughout North America gives our customers the quick reliable service they deserve.</p>	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Sourcewell members will submit purchase orders directly to an authorized Club Car Distributor/Dealer.</p> <p>Our Club Car Dealer Network (Selling Agents) will be handling the sales from Sourcewell members, and our dealers will be quoting the vehicle(s) as well as receiving the payment from the Sourcewell member. As our dealers are working with their customers they will determine if the local agency is already a Sourcewell member or not. If they need to sign-up, our dealers will be educated in the application process and can help their customer complete the membership application as well as have support from our Club Car personnel should they require any additional assistance. Our Dealer Network (Selling Agents) will be aware of the Sourcewell contract pricing and the discount structure that will need to be passed on to their customers. This information will be published as an internal bulletin in our Club Car Dealer Portal as well as provided in writing and focused on during all dealer training. They will work up a quote for the Sourcewell member. All documents will have the Sourcewell member number and the Club Car contract number. Once the Sourcewell member approves the quote the dealer will order the equipment from Club Car. When the equipment arrives, the dealer will prep/assemble the unit and deliver it to their customer. The dealer will review operating instructions with the customer and fill out the warranty registration within the Club Car system. Sourcewell members will pay the dealer for the purchase once invoiced.</p> <p>The Dealership will upload the purchase order (if available) and a copy of the dealer quote into the Club Car ordering system, which will contain the member number, contract number and serial number for auditing purposes.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Customer service begins with our strong parts network. Club Car maintains a parts inventory of approximately \$13M at its Appling, Georgia location and has a 97% fill rate. Club Car Authorized Dealers also stock parts locally. Club Car's Authorized Dealer Network and Club Car's Factory Direct Service Technicians provide both parts and routine vehicle services across all areas of North America. Parts will be provided within 5 days of the request except for a parts availability issue. All out of stock parts will be prioritized from our corporate headquarters and updates will be communicated along the way. Club Car, can provide product support regarding order processing, service parts identification and order tracking via a single point of contact by emailing all inquiries to rental@clubcar.com or by calling 706-955-0254, hours of 8am-5pmEST, Monday-Friday. Response time, 24 hours after receipt. Technical Support inquiries are supported via a single point of contact by emailing all inquiries to producttechnicalsupport@clubcar.com or by calling 706-955-0264, hours 8am-5pm EST, Monday- Friday. For onsite and/or shop repairs the Sourcewell member will need to schedule an appointment directly with local Club Car Authorized Dealer's (selling agent) service department. In most cases either Club Car or our local Dealer offer service contracts that would create a path for regularly scheduled preventative maintenance, reducing the need for unscheduled repairs, and/or a fast-tracked service calls. Service needs for those without a service contract are scheduled at the earliest available time.</p> <p>For larger Sourcewell members who employ their own service team, onsite or on-line training can be provided. In addition, suggested parts stocking lists can be provided to assist with both preventive maintenance and common repair items reducing the lead time on parts. Club Car offers a full line of repair and part manuals for all the products we sell.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Club Car is willing and able to proudly serve Sourcewell participating entities throughout United States with planned and unplanned needs for our products and services.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Club Car is willing and able to proudly serve Sourcewell participating entities throughout Canada with planned and unplanned needs for our products and services. They may be subject to additional freight charges. Any additional freight charges would be provided prior to purchase as a pass-through cost and included in the customer quote.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Club Car will not be able to fully serve the following Canadian Provinces/Territories due to not having Dealer coverage in those specific areas: Northwest Territories Nunavut Yukon	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Club Car will fully service all government, education, non-profit and any other Sourcewell member or eligible entities.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Participating entities in Hawaii, Alaska, and US Territories may be subject to additional freight/ocean, handling & documentation charges. Any additional freight, handling & documentation charges would be provided prior to purchase as a pass-through cost and included in the customer quote.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes just as we would to any other Sourcewell member or eligible entity.	*

Table 4: Marketing Plan (100 Points)

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

Table 5A: Value-Added Attributes (100 Points)

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

42	Describe any technological advances that your proposed Solutions offer.	<p>Club Car, one of the most respected names in the golf industry, is the world's largest manufacturer of small-wheel, zero-emissions electric vehicles. We're also recognized as an innovation leader. The Visage™ Mobile Golf Information System (Connectivity) is the latest in a long line of technical advances that improve the golfer's experience and help courses operate more efficiently.</p> <ul style="list-style-type: none"> • Connectivity/Infused Technology/Telematics/Car Control/Real Time Fleet Health Assessments: As the innovation leader in this space, we have the ability to offer a connected car fleet to all of the public agencies in the program. The system is currently available for new vehicles. The technology is best described in three categories: car tracking, car control and power. • Car Tracking offers: real-time vehicle position, vehicle drive history, locate a car functionality and real-time messaging. • Car Control offers: action zone speed control - we can actually set up zones around campus where you can set speed zones and if the car enters a defined area it will slow to your desired speed (think busy quads, high traffic areas, blind spots), action zone messaging, fleet lockdown, geofencing, cart path only, anti-tamper functionality, set maximum speeds, in-car notifications. • Power offers: real-time battery status, on-charge status, low battery notifications, odometer, amp ours reporting (think vehicle use load balancing to maximize fleet longevity), charge faults/interrupts • Connectivity is the future within campus fleet environments, from a safety, liability, productivity, and environmental standpoint. We have the ability to scale with Public Agencies as they find value in these technologies.
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Club Car currently is not working with any certification agencies. Our plant expansion in Poland included the installation of solar panels to reduce energy consumption levels. Internally we track and monitor Green House Gas emissions (Scope 1 and 2), energy consumption, non-hazardous waste to landfills and water consumption. We have made significant progress in reducing our non-hazardous waste streams by partnering with our suppliers and using returnable packaging. Currently, we receive 65% of our manufacturing supplies in returnable packaging, saving 2 tons of landfill waste. In addition to our progress in reducing waste and lowering energy consumption, more than 80% of the vehicles we manufacture are electric and environmentally friendly. We are always working to build more efficient products to help preserve our planet for future generations. We have CARB certification on our Club Car electric vehicles including the Club Car Urban Electric Truck.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Club Car designs, tests and manufactures our vehicles to the highest of standards, established both by third-party national and international organizations (such as SAE, ANSI, etc.) as well as stringent internal Club Car design requirements that frequently ascribe to more stringent requirements than third-party established standards. Our Club Car vehicles are CARB certified where applicable, and we maintain that status on our vehicles - which we see as a high mark for sustainability.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>From our beginning in 1958 Club Car has grown in golf but through our many features and benefits and dealer outlets, Club Car Utility vehicles are used throughout the world and have gained a tremendous reputation in the markets we serve. With the array of Utility products and our quality reputation, Club Car has also become the largest manufacturer in the world of Light / Mid- Range Utility vehicles. Club Car offers a full range of vehicle solutions to meet the needs of Sourcewell's Members. We have the broadest product offering from small 4-passenger vehicles, to 8-passenger transport vehicles, to light utility work vehicles, to heavier duty 4x4 vehicles and finally an all new electric truck. We feel not only our products, but our vast dealer network that can support our end customers' needs, is a big advantage to what Club Car can offer to the market. Club Car is a leading brand known for quality and reliability, so Sourcewell Members have more peace of mind knowing a Club Car product will deliver. We can customize our offerings to the customer's needs and offer that service through this agreement. We are truly excited about the opportunity to continue working with Sourcewell!</p> <p>We design our products with the understanding that many people will be driving them, thus we pay close attention to all areas of the vehicles to ensure safety standards are built into the quality.</p> <p>Today, we manufacture over 700 vehicles a day with capacity of 1,000 vehicles a day out of Augusta Georgia, and ship products throughout the world. We are very proud to have built a reputation for producing high quality, safe, reliable transportation and utility vehicles for customers around the world.</p> <p>Listed below are several points on what makes our products unique and how they will benefit Sourcewell members.</p> <ul style="list-style-type: none"> • Exclusive Feature/Aircraft Quality 6061 Aluminum: Club Car uses a proven I Beam constructed Aluminum chassis material. Key benefits are, it is stronger, lighter, and will not rust when compared to tubular steel chassis. Aluminum allows our customers to continue utilizing our durable and reliable vehicles for years. Due to our aluminum chassis, Club Car has thousands of 15-20-year-old utility vehicles that are still in service today. • Factory Technical Training: Club Car performs classes in Augusta Georgia and in the field which enables our customer and dealer technicians to better understand and

troubleshoot the product.

- Exclusive Feature/Park Brake: Easy to use foot operated park brake allows for easy engaging and disengaging. The park brake is self-adjusting for cable stretch and brake shoe wear. The park brake easily releases through the accelerator pedal and brake pedal. The foot park brake design prevents wearing of brake shoes and driving through a hand brake design.

- Brakes: 4-wheel self-adjusting drum brakes for sure stopping and less maintenance.

- Rack and Pinion Steering: Club Cars self-adjusting steering is maintenance free and automatically adjusts the play from the steering wheel to the tire allowing for a sport like steering feel. In addition, the EXCLUSIVE steering column is an automotive design that also self-adjusts to eliminate up and down play.

- Exclusive Feature/Clutches (CVT): Club Cars (CVT) Continuous Variable Transmission allows for smooth shifting and excellent power. The Drive Clutch has an EXCLUSIVE self-adjusting design that eliminates play and rattling of the clutch. The Driven Clutch also has an EXCLUSIVE self-cleaning wiper ring that allows for consistent smooth shifting, and cleaning of the shaft. The clutches are maintenance free and designed to work in dusty dirty environments for many years of maintenance free use.

- Front Body: Designed with the technician in mind for ease of service. Made of unbreakable painted TPO material, the body comes in 4 standard colors and 5 premium colors available. The front body also uses an EXCLUSIVE no-fasteners design and can be removed and reinstalled in a matter of seconds.

- Canopy Top: Has heavy duty struts and made of an unbreakable Polyethylene material and designed so water drains towards the rear of the vehicle and away from the passenger and load.

- Warranty: BEST IN CLASS. Utility vehicles: 3 years 3000-hour warranty on chassis, and major components like engine and drive train. Also 2-year or 2000 hours on other electrical components. 4X4 vehicles have a full 2 year or 2000-hour powertrain warranty.

- Exclusive Feature/ Rear Cargo Box: Has a pickup truck tailgate designed to open and close with one hand. The Rugged aluminum rear box has a rhino-lined bed to deaden noise and exclusive ridges on the side of the box allowing for attachments to be added and providing safe locations for carrying products such as rakes, shovels, weed eaters, etc.

- Ergonomically friendly: We built the dash like a pickup truck allowing less driving fatigue during the workday, aided by easy reach to shifter, switches, and viewing of gauges. In addition, we added a standard 12-volt power point to charge cell phones with optional USB charger offered for most models. Shelves are designed to carry radios, iPads and cell phones.

- Exclusive Feature/ Front suspension: Club Car has the tightest turning circle (20 feet) in the industry allowing easy, safe, maneuvering in tight spaces. In addition, our camber and toe in adjustment feature improves tire life and reduces tire wear. The combination of our independent front suspension and 6 ply/ 20-inch tires allow the driver and passenger to experience an incredibly smooth ride.

- Exclusive Feature/ Kohler Overhead Cam Engine with EFI: Club Car is the first manufacturer to introduce (OHC) Overhead Cam engine technology with (EFI) Electronic Fuel Injection in a light duty/ mid-range utility product line. The OHC engine brings greater horsepower and torque along with improved fuel efficiency by 50% over our prior engine design. OHC brings the lowest emissions in this category, less maintenance, cooler running engine design, longer engine life, improved cold weather starting, no choke cables to break, no carburetor with jets to plug up causing the car not to start. Basically, the fuel system is electronically controlled just like an automobile.

- Exclusive Feature/Vanguard Lithium Powertrain: Club Car offers a unique Lithium Powertrain solution with up to 7kWh battery capacity available for all-day range and best-in-class hill climb ability. The maintenance-free Lithium battery pack is a single-battery design, fully encased in an IP67-rated aluminum enclosure. The battery is vented to prevent internal heat and pressure build up, and is mounted on a steel plate, preventing risk of damage from debris from under the vehicle. The Club Car Lithium Powertrain provides a safe, reliable, high-performing vehicle with low maintenance requirements for maximum productivity.

- Exclusive Feature/ Transaxle: Easy to shift rear transaxle which has a true neutral. The vehicle has a service switch that allows safe servicing of the engine without having to lift the vehicle off the floor.

- Exclusive Feature/ Modular Cab: Club Car's module cab allows you to build the cab with the components you require. You can start with just the cab frame which is ROPS approved. From there you can add a canopy, doors, windshield and wipers, Heater, and many other accessories. The cab is built exclusively for Club Car by Curtis Cab.

- Dealer Network: Club Cars' expansive Authorized Dealer Network of over 600 locations gives our customers the quick reliable service they deserve. Our Dealer technicians are factory trained and most locations have excellent parts stock on hand to better service our customers.

- Service Parts Availability: Club Car has more than 12,500 separate SKUs in our new 550,000 square foot service parts warehouse located in Appling GA.

- Connectivity/Infused Technology/Telematics/Car Control/Real Time Fleet Health Assessments: As the innovation leader in this space, we have the ability to offer a connected car fleet to all the public agencies in the program. The system is currently available for new vehicles. The technology is best described in three categories: car tracking, car control and power.

** Car Tracking offers: real-time vehicle position, vehicle drive history, locate a car functionality and real-time messaging.

		<p>** Car Control offers: action zone speed control - we can actually set up zones around campus where you can set speed zones and if the car enters a defined area it will slow to your desired speed (think busy quads, high traffic areas, blind spots), action zone messaging, fleet lockdown, geofencing, cart path only, anti-tamper functionality, set maximum speeds, in-car notifications.</p> <p>Power offers: real-time battery status, on-charge status, low battery notifications, odometer, amp ours reporting (think vehicle use load balancing to maximize fleet longevity), charge faults/interrupts</p> <p>** Connectivity is the future within campus fleet environments, from a safety, liability, productivity, and environmental standpoint. We have the ability to scale with Public Agencies as they find value in these technologies.</p> <ul style="list-style-type: none"> · Custom Vehicles that are Fit to Individual Tasks: Club Car can provide vehicles that are specifically designed, tested and proven for specific applications with options and accessories to both maximize worker safety and productivity Club Car has the following vehicle configurations already in mass production: ambulance, trash dump, facilities-engineering, housekeeping, food service, security, grounds maintenance, refuse removal, ADA compliant transportation, and more. · Leasing Programs: ** We can provide education on leasing and maximizing budgets with business partners that deal with public entities and possible non-appropriation of funds clauses. We continue to have great success, based on each individual public agency's strategies when it comes to enhancing a consistent cost of ownership when you tie a lease term with our best-in-industry warranty. We have individuals that can visit each public agency or put together seminars or web conferences for simply continuing education on these subjects.
46	Describe any safety features your products have such as seat belts, rollover protection, brake lights, stability control, emergency shutoff, etc.	Club Car products meet applicable industry standards including ANSI Z130.1 Golf Cars, ANSI Z135 Personal Transport Vehicle, SAE J2258 Light Utility Vehicles, SAEJ2358 Low Speed Vehicles and ANSI B56.8 Personnel and Burden Carriers.
47	Are your products equipped with GPS or telematics features or other route optimization options?	<p>Yes.</p> <p>Club Car is a leading provider of cloud-based technology solutions for fleet managers in various transportation markets including resort, golf, education, rental and other industries. Our custom software solutions include Visage for Golf applications and Club Car Connect for Commercial and Consumer markets. Both platforms harness sophisticated telematics and GPS technologies designed to increase productivity and maximize revenue opportunities for fleet owners. Applicable solutions are offered for an additional cost not included in the base price of the vehicle</p> <p>For nearly two decades, Club Car has successfully integrated Visage Fleet Management software to help golf course operators manage their fleet golf cars. Visage provides course operators with real-time tracking, vehicle control and car performance diagnostics. Visage also delivers a unique golf experience that includes in-vehicle display of course information, GPS yardage, food and beverage service, messages and alerts. To date Club Car has connected 135,000+ vehicles in 50 countries to the Visage Fleet management platform.</p> <p>For Commercial market applications, Club Car Connect offers fleet operator's insightful vehicle diagnostics, real-time vehicle location and travel history as well as our patented variable speed Car Control. Club Car vehicles can also be equipped with RFID readers for vehicle assignment and lock/unlock.</p> <p>Visage, Club Car Connect and RFID solutions can be installed on new Club Car vehicles during assembly or Field installed onto vehicles you already own/lease. RFID can be installed on Club Car vehicles at the factory as well as any vehicle, any brand that you currently own/lease."</p>
48	Describe how your products positively contribute to environmental concerns such as air pollution.	Over 80% of the vehicles we manufacture are electric and environmentally friendly. We are always working to build more efficient products to help preserve our planet for future generations. We are helping our customers by providing commercial fleet electrification solutions for last mile delivery applications, college campuses and resorts, municipalities and neighborhood electric vehicles to reduce reliance on fossil fuels for short family errands and heavy duty commercial tasks.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Payment terms with our Dealer Channel (Selling Agent) will vary by Dealer. (COD, Payment in advance or Net 30)	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Financing options and leasing solutions are available: Operating Leases and Conditional Sales Contracts are available through Club Car's 3rd party preferred financing partners with terms up to 60 months. Leasing may also be provided direct through Club Car Authorized Dealer's (Selling Agent) third party preferred financing provider. Sourcewell members will work with their local Club Car Authorized Dealer (Selling Agent) to see what options are available. Club Car can also provide education to Sourcewell members on leasing and maximizing budgets with business partners that deal with public entities and possible non-appropriation of funds clauses. We continue to have great success, based on each individual public agencies strategies when it comes to enhancing a consistent cost of ownership when you tie a lease term with our best-in-industry warranty. We have individuals that can visit each public agency or put together seminars or web conferences for simply continuing education on these subjects	*

60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	See "Club Car Terms and Conditions of Equipment Sale Form LD-103.pdf"	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes but will vary by local dealer (reseller), P-cards are accepted for payment but are at the local dealer's (selling agents) discretion. There could be an additional fee of the total purchase price for utilizing this type of payment process.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Will be a mix between line-item discounts and product-category discounts. Please see "2024 Sourcewell RFP 091024 Consolidated Vehicle Pricing US\$ MSRP (Rev9123-9124).pdf" for discount details.</p> <p>For the contiguous United States, our pricing model is a discount off US MSRP. For Hawaii, Alaska, and US Islands, the discount structure is the same (discount off US MRSP) & freight is not included in the price. Freight will be determined at the time of the sale by the distributor/dealer.</p> <p>For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at that time according to the Bank of Canada - Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied. Bank of Canada - Monthly Exchange Rate https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/</p>	*

63	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>Product Discount off US Suggested List Price (MSRP)</p> <p>Fleet Golf Cars:</p> <ul style="list-style-type: none"> Tempo 2 Passenger, Precedent i2 & Tempo 2 Passenger Lithium Ion -34% <p>Utility Vehicles (2wd Small Bed):</p> <ul style="list-style-type: none"> Carryall 100 -14% <p>Utility Vehicles (2wd Med & Large Bed):</p> <ul style="list-style-type: none"> Carryall 300, Carryall 500, Carryall 500 HP, CA500 Li-Ion, Carryall 502, CA502 Li-Ion, Carryall 550, CA550 Li-Ion, Carryall 700, Carryall 700 HP, CA700 Li-Ion & Carryall 900 -19% <p>Utility Vehicles (4x4/AWD):</p> <ul style="list-style-type: none"> Carryall 1500 2WD, Carryall 1500 AWD & Carryall 1700 AWD -14% <p>Transportation Vehicles (Villager & Transporter):</p> <ul style="list-style-type: none"> Transporter, Transporter HP, Transporter XL & Transporter XLC -19% Tempo 2 (P.O.V.), Tempo 2 Lithium (P.O.V.), Tempo 2 + 2 & Tempo 2 + 2 Lithium Ion -19% Villager 2, Precedent i2 Villager 4, Villager 6, Villager 6 HP, Villager 8 & Villager 8 HP -19% <p>Hospitality Vehicles:</p> <ul style="list-style-type: none"> Café Express -19% <p>Low Speed Vehicles (LSVs):</p> <ul style="list-style-type: none"> Carryall 510 LSV, Carryall 710 LSV -12% <p>Accessories/Options/Custom Solutions/SVP –</p> <ul style="list-style-type: none"> Fleet GC, Utility, Transportation, Hospitality & LSV only (Factory & Field) - Discounted separately from top level vehicle. <p>*Excludes Truckster & Consumer* -15%</p> <p>Truckster LSV & Non LSV:</p> <ul style="list-style-type: none"> Club Car Urban XR & Urban LSV - 10% Truckster only (Factory & Field) - Accessories / Options / Custom Solutions/SVP Parts - Discounted separately from top level vehicle. -10% <p>Consumer - Premium Luxury Cars (PLC):</p> <ul style="list-style-type: none"> Garia LSV / PTV – Via 2, Via 2 OFF-X, Via 2+2, Via 2+2 OFF-X, Via 4, Via 4 OFF-X, Via 4+2 & Via 4+2 OFF-X -2% Accessories/Options/Custom Solutions/SVP - Discounted separately from top level vehicle. -5% <p>Consumer - Neighborhood Electric Vehicle (NEV):</p> <ul style="list-style-type: none"> CRU & Accessories <p>MSRP – no discount</p> <p>Consumer - Personal Transportation Vehicles (PTV):</p> <ul style="list-style-type: none"> Onward 2P NL, Onward 2P NL HP FLA, Onward Lithium Ion 2P, Onward 4P NL, Onward Lithium Ion 4P, Onward 4P NL HP FLA, Onward 6P NL, Onward 4P L, Onward 4P L HP FLA, Onward 4P L LI, Onward 6P Lifted & Accessories. <p>MSRP – no discount</p> <p>Please see "2024 Sourcewell RFP 091024 Consolidated Vehicle Pricing US\$ MSRP (Rev9123-9124).pdf" for discount structure details.</p>
64	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>Any quantity or volume discounts will be evaluated on a case by case basis.</p>
65	<p>Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.</p>	<p>"open market" items or "non-contracted items" will be quoted separately at time of each request.</p>

66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Prepping, PDI/Set-Up Fees, Club Car will implement the following prepping/PDI fees for the basic vehicle configurations.</p> <ul style="list-style-type: none"> o For Truckster Vehicles - Club Car Urban XR & Urban LSV: \$1,100 prepping fee o For all remaining Commercial Utility Vehicles (2wd & 4x4), Transportation, Low Speed Vehicles, PLC, NEV & PTV: \$1,200 prepping fee for basic vehicles to include canopy top & windshield installation. o \$1,550 prepping fee for vehicles with the standard basic cab assembly o \$1,150 prepping fee for vehicles with the standard van box to be added in addition to the standard fees listed above if combined with a cab or canopy top/windshield. o Vehicles that have a higher level of complexity for final assembly charges will be determined by the local Club Car Authorized Dealer (selling agent). o Dealers (selling agents) are all independent businesses. Club Car cannot dictate to them what to charge beyond the base charge to install canopy tops, windshields, basic cabs, and basic van boxes. 	*												
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Freight from Club Car (Evans, GA) facility to local dealer and then dealer delivery fees will be added to all quotes for Sourcewell Members to review.</p> <p>See "2024 CC Freight Rates – Sourcewell RFP090124.pdf" for freight rates by State & Province.</p> <p>Dealer Delivery Fee Schedule, Local Delivery Fees for all vehicles including Truckster:</p> <ul style="list-style-type: none"> o The following Dealer delivery fees are to be included in every quote and are on a per vehicle basis: <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Distance from Dealer to Final Destination</th> <th style="text-align: right;">Fee Schedule</th> </tr> </thead> <tbody> <tr> <td>0-25 round trip miles</td> <td style="text-align: right;">\$175</td> </tr> <tr> <td>26-50 round trip miles</td> <td style="text-align: right;">\$350</td> </tr> <tr> <td>51-75 round trip miles</td> <td style="text-align: right;">\$525</td> </tr> <tr> <td>76-100 round trip miles</td> <td style="text-align: right;">\$700</td> </tr> <tr> <td>101 < miles</td> <td style="text-align: right;">\$7.00/mile round trip</td> </tr> </tbody> </table>	Distance from Dealer to Final Destination	Fee Schedule	0-25 round trip miles	\$175	26-50 round trip miles	\$350	51-75 round trip miles	\$525	76-100 round trip miles	\$700	101 < miles	\$7.00/mile round trip	*
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76-100 round trip miles	\$700														
101 < miles	\$7.00/mile round trip														
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Participating entities in Hawaii, Alaska, US Territories, and Canada may be subject to additional freight charges. Any additional freight charges would be provided prior to purchase as a pass-through cost and included in the customer quote. These cost will include are are limited to ocean freight, local delivery fees, documentation fees or handling fees.	*												
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Club Car products will be shipped from our Mfg. facility in Evans, GA to our local distributor/dealer for prepping/set-up and then final delivery to the Sourcewell member/customer but may be available at the Club Car distributor/dealer's location and may be picked up on-site. Will vary by distributor/dealer.	*												
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Club Car recently implemented a new Sales Force CPQ ordering system requiring Club Car Dealers/Distributors (resellers) to utilize when placing new Sourcewell orders. The new CPQ ordering system contains the most current Sourcewell approved pricing and will be utilized when a new order is being configured in our system ensuring pricing is correct when quoting Sourcewell Members. Club Car will also conduct a monthly random audit of orders for review and verification Sourcewell Members are receiving the correct pricing when leveraging the contract.	*												
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Club Car will be measuring sales penetration by state, agency types, by Dealer Channel (selling agents), by Club Car Regional Sales Manager territory, vehicle type and sub categories on a monthly, quarterly and yearly basis.	*												
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Club Car agrees to pay Sourcewell a 1.0% admin fee for vehicle & accessory sales under the contract excluding freight, shipping, prepping, set-up costs, dealer delivery fees associated with this contract along any taxes or documentation fees.	*												

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Comparable

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>Club Car manufactures a full line of golf cars, utility, turf and transportation vehicles. In addition, Club Car produces multiple hospitality and mobile merchandising vehicles to support the needs of public agencies. Club Car can offer the following solutions to public agencies: 2, 4, 6 & 8 passenger vehicles, electric, lithium, gas, diesel powered, 2wd, 4wd and cargo carrying vehicles to include our LSV electric truck. The Club Car portfolio includes products for:</p> <ul style="list-style-type: none"> · Golf Operations: Tempo® golf cars, Carryall® utility vehicles, and Café Express refreshment centers · Commercial and Business: Street-legal Carryall LSVs, Urban LSV small wheeled lithium-ion truck, Villager and Transporter multi-passenger, and Carryall 4x2 utility vehicles and 4x4 utility vehicles · Custom Solutions & Fit-to-Task Vehicles, where ideas are turned into reality for colleges and universities, hotels and resorts and many other markets. Our Custom Solutions Department will work with customers on developing special options for unique tasks such as ladder rack, special cargo and van boxes, special lighting and ambulance packages to name a few. We provide vehicles that are specifically designed, tested and proven to both maximize worker safety and productivity and reduce the added costs and time to build on very unique vehicles. We have the following vehicles already in mass production: ambulance, trash dump, facilities-engineering, housekeeping, food service, security, grounds maintenance, refuse removal, ADA compliant transportation, and cemetery casket carrying vehicle. These vehicles are standard, easily quotable with reduced lead times. · We're also recognized as an innovation leader. The Visage Mobile Golf Information System (Connectivity) is the latest in a long line of technical advances that improve the golfer's experience and help courses operate more efficiently. · Club Car offers hundreds of accessories and options that let Sourcewell Members customize their golf and utility vehicles to their usage.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Fleet Golf Cars:</p> <ul style="list-style-type: none"> • Tempo 2 Passenger, Precedent i2 & Tempo 2 Passenger Lithium Ion <p>Utility Vehicles (2wd Small Bed):</p> <ul style="list-style-type: none"> • Carryall 100 <p>Utility Vehicles (2wd Med & Large Bed):</p> <ul style="list-style-type: none"> • Carryall 300, Carryall 500, Carryall 500 HP, CA500 Li-Ion, Carryall 502, CA502 Li-Ion, Carryall 550, CA550 Li-Ion, Carryall 700, Carryall 700 HP, CA700 Li-Ion & Carryall 900 <p>Utility Vehicles (4x4/AWD):</p> <ul style="list-style-type: none"> • Carryall 1500 2WD, Carryall 1500 AWD & Carryall 1700 AWD <p>Transportation Vehicles (Villager & Transporter):</p> <ul style="list-style-type: none"> • Transporter, Transporter HP, Transporter XL & Transporter XLC • Tempo 2 (P.O.V.), Tempo 2 Lithium (P.O.V.), Tempo 2 + 2 & Tempo 2 + 2 Lithium Ion • Villager 2, Precedent i2 Villager 4, Villager 6, Villager 6 HP, Villager 8 & Villager 8 HP <p>Hospitality Vehicles:</p> <ul style="list-style-type: none"> • Café Express <p>Low Speed Vehicles (LSVs):</p> <ul style="list-style-type: none"> • Carryall 510 LSV, Carryall 710 LSV <p>Truckster LSV & Non LSV:</p> <ul style="list-style-type: none"> • Club Car Urban XR & Urban LSV <p>Consumer - Premium Luxury Cars (PLC):</p> <ul style="list-style-type: none"> • Garia LSV / PTV – Via 2, Via 2 OFF-X, Via 2+2, Via 2+2 OFF-X, Via 4, Via 4 OFF-X, Via 4+2 & Via 4+2 OFF-X <p>Consumer - Neighborhood Electric Vehicle (NEV):</p> <ul style="list-style-type: none"> • CRU & Accessories <p>Consumer - Personal Transportation Vehicles (PTV):</p> <ul style="list-style-type: none"> • Onward 2P NL, Onward 2P NL HP FLA, Onward Lithium Ion 2P, Onward 4P NL, Onward Lithium Ion 4P, Onward 4P NL HP FLA, Onward 6P NL, Onward 4P L, Onward 4P L HP FLA, Onward 4P L LI, Onward 6P Lifted & Accessories. <p>Accessories/Options/Custom Solutions/SVP Parts (ordered with vehicle)</p>
76	Identify the engine types available for your products (e.g. gasoline, diesel, CNG, propane, hybrid, electric etc.)	gasoline, diesel, electric DC & AC motor, Lithium AC motor.

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
77	Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles , golf carts, low-speed vehicles (LSV)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Utility vehicles, task vehicles, golf carts, low-speed vehicles (LSV) along with high end consumer vehicles	*
78	Parking enforcement, patrol and EMS solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Parking enforcement, patrol and EMS solutions	*
79	Passenger shuttles, burden carriers, tow tractors, baggage trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Passenger shuttles	*
80	Side-by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Side-by-sides 25mph max speed	*
81	Food and beverage solutions, athletic and campus-use vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Food and beverage solutions, athletic and campus-use vehicles along with merchandise vehicles	

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
- Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - 2024 Sourcwell RFP 091024 Consolidated Vehicle Pricing US\$ MSRP (Rev9123-9124).pdf - Wednesday September 04, 2024 11:49:08
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Club Car Marketing.zip - Wednesday September 04, 2024 12:14:35
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Club Car Terms and Conditions of Equipment Sale Form LD-103.pdf - Wednesday September 04, 2024 11:49:49
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - 2024 CC Freight Rates – Sourcwell RFP090124.pdf - Wednesday September 04, 2024 11:50:02
 - [Additional Document](#) - Urban_Spring2024v2_1200x627.png - Wednesday September 04, 2024 12:11:59

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 3 Utility Transport Golf Vehicles RFP 091024 Wed August 21 2024 02:38 PM	<input checked="" type="checkbox"/>	1
Addendum 2 Utility Transport Golf Vehicles RFP 091024 Tue August 13 2024 01:08 PM	<input checked="" type="checkbox"/>	1
Addendum 1 Utility Transport Golf Vehicles RFP 091024 Wed July 24 2024 09:44 AM	<input checked="" type="checkbox"/>	1