



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.

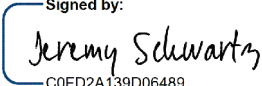
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating 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.

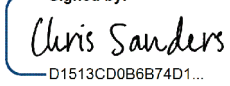
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the 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="1" data-bbox="781 785 1487 953"> <thead> <tr> <th>Distance from Dealer to Final Destination</th> <th>Fee Schedule</th> </tr> </thead> <tbody> <tr> <td>0-25 round trip miles</td> <td>\$175</td> </tr> <tr> <td>26-50 round trip miles</td> <td>\$350</td> </tr> <tr> <td>51-75 round trip miles</td> <td>\$525</td> </tr> <tr> <td>76-100 round trip miles</td> <td>\$700</td> </tr> <tr> <td>101 < miles</td> <td>\$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	*
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														
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